

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

FORM 10-K

☒ **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: **001-42664**



MNTN, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

26-4741839

(I.R.S. Employer
Identification No.)

823 Congress Avenue #1827

Austin, TX 78768

(Address of principal executive offices, including zip code)

Registrant's telephone number, including area code: **(310) 895-2110**

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

Title of each class	Trading Symbol	Name of each exchange on which registered
Class A Common Stock, par value \$0.0001 per share	MNTN	New York Stock Exchange

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 Section 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 approximate aggregate market value of voting and non-voting equity held by non-affiliates as of June 30, 2025 (the last business day of the registrant’s most recently completed second fiscal quarter) was \$718.9 million.

As of February 2, 2026, the registrant had 56,796,624 shares of Class A common stock outstanding and 17,076,086 shares of Class B common stock outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the Registrant’s Proxy Statement relating to the 2026 Annual Meeting of Stockholders are incorporated by reference into Part III of this Annual Report on Form 10-K where indicated. Such Proxy Statement will be filed with the Securities and Exchange Commission within 120 days after the end of the registrant’s fiscal year ended December 31, 2025.

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Cautionary Note Regarding Forward-Looking Statements and Summary Risk Factors

This Annual Report on Form 10-K (which we refer to as this “Form 10-K”) contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. We intend such forward-looking statements to be covered by the safe harbor provisions for forward-looking statements contained in Section 27A of the Securities Act of 1933, as amended (the “Securities Act”) and Section 21E of the Securities Exchange Act of 1934 (the “Exchange Act”). All statements other than statements of historical fact contained in this Form 10-K should be considered forward-looking statements, including, but not limited to, statements regarding our future results of operations and financial position, assumptions, prospects, business strategy, and plans and objectives of management for future operations, including among others, statements regarding product development, future capital expenditures and other investments and debt service obligations, industry and market trends, competitive pressures, consumer preferences, and general macroeconomic trends are forward-looking statements. Without limiting the foregoing, in some cases, you can identify forward-looking statements by terms such as “aim,” “anticipate,” “believe,” “can,” “continue,” “could,” “estimate,” “expect,” “forecast,” “goal,” “intend,” “may,” “might,” “plan,” “possible,” “potential,” “predict,” “project,” “should,” “target,” “will,” “would” or the negative of these terms or other similar expressions, although not all forward-looking statements contain these words.

Forward-looking statements involve known and unknown risks, uncertainties and other important factors that may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. Forward-looking statements are based on our management’s beliefs and assumptions and on information currently available to us. Such beliefs and assumptions may or may not prove to be correct. These forward-looking statements speak only as of the date of this Form 10-K and are subject to a number of known and unknown risks, uncertainties and assumptions, including but not limited to the following principal risks and uncertainties:

- our dependence on the growth and expansion of CTV and performance marketing using CTV, including if the adoption of CTV by customers develops more slowly than we expect, as well as the reduced growth and expansion of our PTV platform;
- our dependence on a limited number of large customers and our ability to attract new customers, expand existing customer usage of our platform or achieve our customers’ ROAS and other specific campaign goals;
- our dependence on demand for advertising, including factors that affect the level of demand and resulting amount of spend on general and digital advertising, such as economic downturns, geopolitical conflicts, supply chain shortages, interest rate volatility, labor shortages, actual or perceived instability in the banking industry and inflation and any health epidemics or other contagious outbreaks;
- our results of operations may fluctuate significantly and may not meet our expectations or those of securities analysts and investors;
- seasonal fluctuations in the demand for digital advertising and our solutions;
- our short operating history in PTV;
- inability to manage our growth effectively, and maintain the quality of our platform as we expand;
- failure of our sales and marketing efforts to yield the results we seek;
- our product development and innovation may be inefficient or ineffective;
- our customers’ material reduction of the use of our platform;
- errors, defects, or unintended performance problems with our platform;
- changes or developments in the laws, regulations and industry requirements related to data privacy, data protection, information security and consumer protection, and failure to comply with such laws, regulations and industry requirements;
- inability to collect, use, and disclose data, including the use of pixels or other similar technologies;
- the use of digital advertising is rejected by consumers, through opt-in, opt-out, or ad-blocking technologies or other means that limit the effectiveness of our platform;
- inability to increase the scale and efficiency of our technology infrastructure to support our growth and transaction volumes;
- incurrence of cyberattacks or privacy or data breaches resulting in platform outages or disruptions;
- failure to detect or prevent fraud on our platform, or malware intrusion into the systems or devices of our customers and their audiences;

- the intensely competitive market that we operate in;
- inability to maintain our corporate culture as we grow or as we adapt to an entirely remote work environment, including if we fail to attract, retain, and motivate key personnel;
- inability to identify and integrate future acquisitions and new technologies;
- our reliance on technological intermediaries to purchase ad inventory on behalf of customers;
- the impact of any health epidemics, contagious outbreaks, the ongoing conflicts in Ukraine, the Middle East and tensions between China and Taiwan, and changes in the macroeconomic conditions on global markets, including inflation and interest rate volatility, the advertising industry and our results of operations, and the response by governments and other third parties;
- unfavorable or otherwise costly outcomes of lawsuits and claims that arise from the extensive laws and regulations to which we are subject;
- risks related to taxation matters;
- risks related to the ownership of our Class A common stock; and
- other important factors discussed in Item 1A. “Risk Factors” and Item 7. “Management's Discussion and Analysis of Financial Condition and Results of Operations” in this Form 10-K.

We have based these forward-looking statements largely on our current expectations and projections about future events and financial trends that we believe may affect our business, financial condition and results of operations. Because forward-looking statements are inherently subject to risks and uncertainties, some of which cannot be predicted or quantified, you should not rely on these forward-looking statements as predictions of future events. The events and circumstances reflected in our forward-looking statements may not be achieved or occur and actual results could differ materially from those projected in the forward-looking statements.

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

Moreover, we operate in an evolving environment. New risks and uncertainties may emerge from time to time, and it is not possible for management to predict all risks and uncertainties that may cause our actual results to differ materially from those projected in our forward-looking statements. These forward-looking statements speak only as of the date of this Form 10-K.

You should read this Form 10-K and the documents that we reference in this Form 10-K completely and with the understanding that our actual future results of operations, levels of activity, performance and achievements may be materially different from what we expect. We qualify all of our forward-looking statements by reference to these cautionary statements.

Except as required by law, we are not obligated to, and do not intend to, update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. Therefore, you should not rely on these forward-looking statements as of any date subsequent to the date of this Form 10-K.

Certain Definitions

As used in this Form 10-K, unless otherwise noted or the context otherwise requires, references to:

- “AI technologies” refers to generative and predictive artificial intelligence and machine learning technologies;
- “AVOD” refers to ad-supported video on demand, a streaming video service that allows users to have access to certain on-demand programs with advertising content;
- “campaign” refers to one or more advertisements that a customer runs on our platform that has a specific budget and goal, as well as creative and audience targeting attributes;
- “CRM data” refers to information regarding our customers’ interactions and relationships with consumers that is typically contained in our customer’s relationship management software system;
- “CTV” refers to the method of delivering television content on-demand, using an internet connection as opposed to broadcast delivery of television content via cable or over-the-air;
- “consumer” refers to individuals or entities that purchase goods or services from our customers;
- “customer” refers to any marketer that uses our solutions and platform, either directly or through a third-party agency;
- “marketers” refers to any person or business that advertises or promotes a product or service;
- “Maximum Effort Marketing” refers to Maximum Effort Marketing, LLC;
- “performance marketing,” also known as direct response marketing, refers to a results-oriented strategy where marketers pay only for specific actions, such as sales leads or app installs, through paid search and social;
- “PTV” refers to a form of performance marketing where CTV is used to drive ROAS (as defined below) or other outcomes for marketers;
- “PTV Customers” refers to the aggregate number of unique customers that used our PTV platform as part of their CTV campaigns in the twelve-month period preceding the date indicated;
- “QuickFrame” refers to QuickFrame Inc., which we acquired in 2021 to enable our creative offerings in a highly scalable fashion and to provide us with a global marketplace of thousands of independent creators (such acquisition, the “QuickFrame Acquisition”);
- “ROAS” refers to return on ad spend, which is a marketing metric that divides revenue from campaign by such campaign’s cost;
- “SMBs” refers to small- and mid-sized businesses; and
- “we,” “us,” “our,” the “Company” and “MNTN” refer to MNTN, Inc., together with its consolidated subsidiaries as a combined entity.

Non-GAAP Measures

Our consolidated financial statements included in this Form 10-K have been prepared in a manner that complies with generally accepted accounting principles in the United States (“GAAP”) and the regulations published by the Securities and Exchange Commission (“SEC”). However, we use Adjusted EBITDA in various places in this Form 10-K. This non-GAAP financial measure is presented as supplemental disclosure and should not be considered in isolation from, or as a substitute for, the financial information prepared in accordance with GAAP, and should be read in conjunction with the consolidated financial statements included elsewhere in this Form 10-K. Adjusted EBITDA may differ from similarly titled measures presented by other companies. See the section titled “*Key Performance Indicator and Non-GAAP Financial Measures*” within Item 7. “Management’s Discussion and Analysis of Financial Condition and Results of Operations” for a description of Adjusted EBITDA and a reconciliation of Adjusted EBITDA to net loss, the most directly comparable financial measure calculated in accordance with GAAP.

Website Disclosure

Investors and others should note that MNTN announces material financial and operational information to its investors using press releases, SEC filings and public conference calls and webcasts, as well as its investor relations site at ir.mountain.com. MNTN may also use its website as a distribution channel of material information about the Company. In addition, you may automatically receive email alerts and other information about MNTN when you enroll your email address by visiting the “Investor Email Alerts” option under the Resources tab on ir.mountain.com.

PART I

Item 1. Business

Overview

MNTN is on a mission to transform CTV into a next-generation performance marketing channel.

Our revolutionary PTV software platform allows marketers to combine the powerful storytelling format of TV advertising with the targeting, measurement and attribution capabilities of paid search and social advertising. Our self-serve software platform enables marketers to precisely target audiences through our MNTN Matched technology and then directly attribute each view to a purchase or other action. Marketers can set performance goals, such as ROAS, and our algorithms continuously optimize a campaign to achieve those goals.

Our market opportunity sits at the center of three large advertising markets: performance marketing, traditional TV advertising, and CTV advertising. Today, performance marketing, also known as direct response marketing, is the dominant form of digital advertising, giving marketers the ability to leverage data to target specific audiences and drive measurable outcomes. TV has historically lacked the targeting, measurement and attribution capabilities necessary for performance marketing, but TV's unmatched storytelling experience, massive audience reach and viewership minutes continues to make it a preferred premium channel for marketers seeking to increase brand awareness.

In recent years, the TV industry has undergone a digital revolution with the advent of CTV. CTV adoption continues to grow rapidly as audiences are empowered to watch what they want when and where they want it, resulting in TV audiences moving from traditional TV to CTV.

As a result of CTV's digital infrastructure and rapid audience adoption, CTV advertising is the fastest growing advertising channel in the world, with TV marketers (defined as brands that advertise on linear TV) rapidly shifting ad budgets from linear TV to CTV. AVOD content has experienced strong growth largely driven by consumers' willingness to watch ad-supported content in lieu of paying higher subscription fees. This has led to a significant increase in available TV advertising inventory for marketers, bringing more ad dollars into the ecosystem. CTV advertising, like traditional TV advertising, has been entirely brand marketing in nature, focused on maximizing reach and frequency versus driving measurable performance-driven outcomes. With our transformative PTV technology, we believe we are unlocking CTV's potential to become the next dominant performance marketing channel. As performance marketers seek new channels for growth, and as CTV marketers increasingly embrace the technology underlying performance marketing, we expect PTV to capture a significant portion of performance marketing and CTV ad spend.

Our diversified customer base consists of brands of a broad range of sizes. Our intuitive, accessible platform and direct-to-brand approach enables marketers of a broad range of sizes to engage audiences through CTV as easily as they do in social or search, opening TV advertising to brands of any size. Our initial focus was on mid-sized businesses, and subsequently, we began expanding our focus to small businesses, many of whom have never advertised on TV before. Our customers include both experts in performance marketing as well as marketers who are just beginning to leverage the benefits of data-driven performance marketing. Given the disruptive nature of our platform as well as its ease of use, we believe we are well suited to serve both first time and experienced TV advertisers. As customers leverage the full targeting, measurement and attribution capabilities of our platform, similar to their experience across paid search and paid social, they typically generate more spend on our platform.

We offer marketers a comprehensive and fully integrated software solution that combines targeting, measurement and attribution capabilities for performance marketing on CTV. Our Verified Visits technology links Internet connected devices in the household to TV, which allows our software to attribute consumers' actions, including sales leads and app installs across devices after they view a CTV ad. Our PTV self-serve software platform has a highly intuitive user interface enabling marketers to intelligently plan and launch CTV campaigns, set ROAS and other campaign goals, match advertisers with their target audiences using MNTN Matched, measure and attribute performance and optimize campaign outcomes in a highly automated manner. Our platform provides marketers easy access to premium inventory across multiple networks and is designed to ensure brand safe and visually captivating advertising environments, which we believe both search and social channels lack. Marketers across a broad range of sizes are attracted to MNTN because we deliver measurable results. We believe SMB customers, in particular, are also attracted to MNTN for the ability to set up campaigns, upload creative and set goals in a matter of minutes with minimal dedicated resources. Our customers can easily manage PTV campaigns and reach nearly all CTV households in the United States. Using our platform, we are able to unlock CTV as a performance marketing channel for our customers, many of which have never advertised on TV before.

What We Do

The key functions and features of our PTV platform include:

- **Targeting:** Our revolutionary AI targeting technology, MNTN Matched, matches consumers with brands that they are most likely to engage with to achieve our customers' ROAS goals. Through our advanced technology, brands have the flexibility to run campaigns that reach segments of consumers with specific product interests or broad groups of consumers for greater reach. Our targeting capabilities are driven by a robust keyword- and intent-based predictive audience builder for CTV using AI technologies, which includes generative and predictive artificial intelligence and machine learning technologies, giving advertisers control and transparency over the households that see their ads.
- **Measurability:** Our proprietary measurement technology makes it possible for marketers to granularly track CTV ad impressions for every campaign on our platform.
- **Attribution:** We leverage measurement data obtained through our Verified Visits technology to attribute a CTV campaign impression to the corresponding user action, such as sales or leads. We make these connections across hundreds of millions of devices through third-party and first-party data, including CRM data, which helps advertisers understand the performance of their campaigns on our platform.
- **Automated Optimization:** We have developed algorithms which automate and continuously optimize our targeting capabilities and programmatic ad execution (including automating creative and price optimization), as well as other campaign elements to drive better performance. Our technology measures and incorporates a wide range of data signals, such as time of day and geography, resulting in hundreds of thousands of daily and real-time optimizations—including what ad inventory to buy, when to buy it and where to buy it. Automated optimization drives higher ROAS and other campaign goals for our customers.
- **Delivers Stunning Ads:** Because approximately 95% of our customers have never advertised on TV before, we offer creative solutions to enable them to create and refresh ads quickly and cost-effectively. Our software controls the quality and format of video ads by automatically screening creative for TV network formats and standards. We ensure ads are not rejected due to a failure to meet a content provider's technical requirements—one of the common barriers for smaller brands to advertise.
- **Self-Serve:** Our software platform delivers an intuitive, customizable user interface that simplifies campaign planning and execution, with a self-serve software platform built for marketers of a broad range of sizes. With our platform, marketers can easily manage PTV campaigns with minimal dedicated resources.

We believe we are the first mover and category creator of PTV. Our easy-to-use software platform is differentiated by our revolutionary targeting technology, our measurement and attribution capabilities, and our solutions for TV creative. We benefit from a powerful flywheel effect as a result of our first mover advantage in the PTV ecosystem. We continuously develop enhancements to existing features and add new capabilities, such as MNTN Matched, to deliver higher ROAS for our customers. We source inventory on behalf of our customers from premium TV networks, including NBC, Paramount, Fox and other streaming networks, driving higher ROAS for our customers due to the level of engagement and visibility this premium inventory provides. As customers increase spend on our platform because of this higher ROAS, we are able to negotiate preferential ad inventory pricing on their behalf. TV networks, motivated to capture this large and growing opportunity of predominantly new TV advertisers, often reduce inventory prices to increase demand, thereby further enhancing ROAS for our customers.

Industry Background

Performance marketing has become the dominant form of digital advertising in the United States and globally. The rapid growth in this market has largely been driven by two major channels—search and social advertising—and the success of these two channels is based on two key attributes. First, the ability for marketers to leverage data to identify and reach specific target audiences. Second, is the ability to measure and attribute ROAS (or other performance outcomes) of a campaign. Together, performance marketing enables marketers to analyze the impact of a campaign on a target audience and optimize a campaign to drive results such as sales leads and app installs. Additionally, performance marketing enables marketers to spend budgets efficiently.

Despite the rapid growth of performance marketing on search and social, TV remains a leading advertising channel. TV is an integral part of everyday life and captures audiences with its diverse, highly captivating content. Advertising on TV also benefits from its significant reach and scale, with our software platform enabling customers to reach TV households across the United States. Moreover, the visual impact of TV advertising is amplified by the size of the medium, with ads displayed

on large-screen formats, offering a more immersive experience compared to the compact format of social displayed on smartphones and other small screen devices. As a result, traditional TV continues to be a highly sought-after advertising channel for marketers. Given its lack of effective targeting, measurement and attribution, however, marketers are migrating their spend to CTV and performance related marketing channels.

PTV leverages CTV's digital infrastructure, allowing marketers to engage with CTV audiences and measure campaigns more effectively, similar to other digital channels such as social and search. For the first time, TV advertisers can accurately target, measure, and attribute campaign effectiveness. This powerful combination of targeting, measurement and attribution capabilities, along with the influence and engagement of a large screen TV format, positions PTV as a promising performance marketing channel for marketers of a broad range of sizes.

Growth Strategies

We believe we are in the early days of our market opportunity and are focused on executing against our multi-pronged strategy to grow our business. We will continue to invest in technology, channels and markets to deliver greater value to our customers. We expect our investment to enable us to extend our market leadership and sustain our momentum around customer adoption. Our key growth strategies include:

Bring New Advertisers to PTV. We believe all marketers, including those that have never advertised on TV before, are potential customers. The performance marketing industry is massive and growing as marketers spend more on digital platforms. We focus our sales and marketing resources on acquiring marketers currently using paid search and social channels as well as existing TV marketers. Additionally, we intend to continue to leverage relationships with agencies and other partners to bring additional marketers onto our platform.

Increase Our Share of Existing Customers' Ad Spend. We believe that our differentiated solution, purpose-built for CTV and performance marketing, as well as our innovation-driven strategy enables us to efficiently increase spend from our existing customers. As brands meet and exceed their ROAS targets and the CTV ad market organically grows, we expect that they will increase spend for a given campaign or buy more campaigns for other marketing needs.

Continuous Innovation Drives Increased Spend. Our commitment to product innovation is a key driver for building and deepening relationships with our customers and fueling growth. We continuously improve our targeting, usability of data, measurement, attribution and campaign optimization capabilities, refine our algorithms and increase automation, all of which are intended to deliver higher ROAS for our customers. We introduced MNTN Matched which offers first of its kind targeting that matches consumers with brands and products they are most likely to engage with to achieve our customers' ROAS and other goals. As we continue to improve our value proposition to marketers, we position ourselves to capture an increased share of marketing spend.

Leverage Our Creative Offering. Because approximately 95% of our customers have never advertised on TV before, we offer creative solutions to enable them to create and refresh ads quickly and cost-effectively, significantly reducing the friction in developing and launching campaigns. These solutions include access to QuickFrame, our marketplace of thousands of independent creators that can quickly produce custom, cost-effective professional TV ads. We believe our solutions offer our customers a comprehensive and accessible approach to developing TV ads and is particularly relevant for customers who have never developed TV advertising before. We expect to be able to leverage insights from our deep, growing creative dataset to identify, deliver and measure personalized content that maximizes consumers' interest, engagement and likelihood to purchase or take other action, thereby continuing to increase our customers' ROAS over time.

Develop and Promote the MNTN Brand. We utilize our revolutionary PTV platform to promote our brand by streaming MNTN branded TV ads into the homes of performance marketers. We also leverage our social media presence, public relations efforts, and content marketing through the production of original guides, reports, and other research that establishes us as a thought leader in PTV. We believe that our brand marketing is a key differentiator for our business and our team includes influential voices who help us extend our brand.

Extend Platform into Adjacent Markets and Channels. We have numerous long-term opportunities to extend our platform into new markets and channels including large global brands and international markets.

Acquisitions. We may opportunistically acquire businesses that bolster our product offering, team, customer base and overall differentiation in the market, thereby accelerating our growth.

Our Platform

We believe that we are transforming CTV into a powerful, next-generation performance marketing channel. In the same way that paid search and paid social introduced performance marketing in digital channels, our leading software platform brings

performance marketing to CTV. We enable brands of a broad range of sizes to launch highly targeted CTV ads, measure and attribute performance and optimize campaigns in a highly automated manner. Our comprehensive platform offers end-to-end solutions for accessing premium CTV ad inventory, including audience selection, campaign budgeting and goal setting, creative set up, campaign launch, and measurement and reporting. Our platform was designed with enterprise-grade workflows in mind, but its user interface allows for easy navigation and minimizes dedicated resources needed to launch and manage campaigns at scale. We believe customers depend on our platform for the following reasons:

- **Targeting:** Our revolutionary AI targeting technology, MNTN Matched, matches consumers with brands that they are most likely to engage with to achieve our customers' ROAS goals. Through our advanced technology, brands have the flexibility to run campaigns that reach segments of consumers with specific product interests or broad groups of consumers for greater reach. Our targeting capabilities are driven by a robust keyword- and intent-based predictive audience builder for CTV using AI technologies, giving advertisers control and transparency over the households that see their ads. This allows marketers to match audiences to brands based on their behavior and shopping intent instead of basic demographic data across nearly every addressable American household leveraging a potentially limitless number of audience categories.
- **Measurability:** Our proprietary measurement technology makes it possible for marketers to granularly track CTV ad impressions for every campaign on our platform. By tracking and measuring impressions at a granular level, we are able to provide advertisers with a detailed understanding of their campaign performance. Additionally, our performance data reports directly into the key measurement platforms relied on by marketers which allows our customers to compare our platform's performance against other performance channels side-by-side.
- **Attribution:** We leverage measurement data obtained through our Verified Visits technology to attribute a CTV campaign impression to the corresponding user action, such as sales leads and app installs. Our technology enables measurement across multiple devices in the home when we serve a TV ad on one device and then measure the response from other devices. For example, if a consumer watches a CTV ad and then visits the brand's website from his or her phone, the action is recorded by our technology and made available in our reporting user interface. We make these connections across hundreds of millions of devices through third-party and first-party data, including CRM data, which helps advertisers understand the performance of their campaigns on our platform. Customers can then track conversions with Google Analytics right alongside their other performance channels.
- **Automated Optimization:** We have developed algorithms which automate and continuously optimize our targeting capabilities and programmatic ad execution (including automating creative and price optimization), as well as other campaign elements to drive better performance. Our technology measures and incorporates a wide range of data signals, such as time of day and geography, resulting in hundreds of thousands of daily and real-time optimizations—including what ad inventory to buy, when to buy it and where to buy it. Creative can also be set up for automated A/B testing, enabling customers to try multiple TV ads in a campaign to determine which ad is the most effective. Automated optimization drives higher ROAS and other campaign goals for our customers.
- **Delivers Stunning Ads:** Because approximately 95% of our customers have never advertised on TV before, we offer creative solutions to enable them to create and refresh ads quickly and cost-effectively, significantly reducing the friction in developing and launching campaigns. These solutions include access to QuickFrame, our marketplace of thousands of independent creators that can quickly produce custom, cost-effective professional TV ads. Our software controls the quality and format of video ads by automatically screening creative for TV network formats and standards. By guaranteeing the correct format, resolution, sound and other standards that publishers of ad inventory impose on ads, we ensure ads are not rejected due to a failure to meet a content provider's technical requirements—one of the common barriers for smaller brands to advertise. In doing so, we increase the likelihood that customers' ads are accepted by publishers and viewed by audiences.
- **Self-Serve:** Our software platform delivers an intuitive, customizable user interface that simplifies campaign planning and execution, with a self-serve software platform built for marketers of a broad range of sizes. With our platform, marketers can easily manage PTV campaigns with minimal dedicated resources. MNTN is designed for performance marketers, not IT specialists. Customizable features at every step allow marketers to define, action and measure campaign-specific ROAS goals—which we believe are unique to our platform.

Marketer's PTV Journey on Our Platform

Our full-lifecycle workflow solution spans the entire PTV Customer journey across:

- ***Step 1:*** Match Audiences and Brands;

Audience Matching as Unique as Brands Themselves: Our revolutionary targeting technology, MNTN Matched, seamlessly integrates third-party data and our customers' first-party data, including CRM data, to match consumers with brands and products that they are most likely to engage with to achieve our customers' ROAS and other goals. We allow marketers to easily segment across over one hundred million unique TV households with both off-the-shelf audience segments (e.g., luxury gym members, new home buyers) and customizable audience attributes (e.g., visit history, browsing activity, and location), as well as adjust in real time depending on performance results. For marketers seeking to improve brand awareness, they can conduct broad marketing campaigns.

- ***Step 2:*** Set Budget and Goals;

Enter Budget and Goals—We Take Care of the Rest: Marketers turn to our platform for campaign insights and recommendations. Our platform intelligently recommends budgets and performance goals (typically ROAS) based on audience segments. Budgets can also be set for future campaigns with the ability to model performance against spend. Our proprietary algorithms dynamically optimize campaign buying decisions in real time, ensuring that performance goals are met consistently without human oversight so marketers can focus on higher value responsibilities.

- ***Step 3:*** Setup Creative;

Create Highly Engaging PTV Ads That Delight Audiences: Whether brands have historically advertised via TV or are new to TV advertising entirely, our software platform allows marketers to upload their TV commercials whether developed independently or using our creative solutions. In a matter of minutes, our software can also intelligently convert each ad into dozens of ad sizes and formats for TV, web and mobile placements.

- ***Step 4:*** Launch Campaigns; and

Launch and Delivery of CTV and Omni-Channel Campaigns: We allow brands of a broad range of sizes to launch highly targeted and engaging TV ads on premium TV networks. Advertising against TV-network content typically results in superior performance because audiences are more engaged and receptive to ads relative to other forms of streaming video.

- ***Step 5:*** Report and Measure.

Attribution Results...Period: Our powerful attribution capabilities eliminate the uncertainty from measurement and reporting. We are measuring any sales leads and app installs on customers' websites and apps—regardless of device. Our Verified Visits technology allows marketers to precisely measure the performance of their campaigns against key goals, such as ROAS.

Our Technology

Our PTV platform is built on a scalable software stack that includes support for campaign setup, targeting, automated ad bidding, ad serving, attribution and reporting. The result is a fully integrated software solution that gives marketers the ability to create and launch TV campaigns directly without the help of traditional media agencies. Our platform is highly intuitive for our users, with an interface similar to that used for paid search and social advertising.

Our key components of technology are as follows:

- ***Targeting Solutions:*** With our revolutionary targeting technology, MNTN Matched, we match consumers with brands and products they are most likely to engage with to achieve our customers' ROAS and other goals. We provide our customers with a full digital targeting system to select the specific audiences, based on intent, which they want to deliver ads. We offer marketers the ability to target audiences through our unique combination of third-party and first-party data sources, including CRM data. Our technology is based on a robust keyword-based predictive audience builder for CTV that leverages AI technologies to score and categorize consumers in households across the United States. The result is highly predictive models that identify consumers with the highest intent giving advertisers unprecedented control and transparency over which households see their ads. Conversely, for broad brand awareness, our platform enables capabilities for greater audience reach while maintaining a baseline standard for audience relevance. Marketers can also use CRM data to target audiences based on data their consumers provide.

Our unified audience solution synchronizes the third-party and first-party data, including CRM data, to enable the ability to target a single set of audiences that combines segments for both new and existing customer marketing.

- **Automated Buying:** We automate the ad buying process for our customers. Ad buying decisions are made programmatically an average of more than 230,000 times per second, matching against multiple variables such as audience data (geography, demographics, and behavior), ad inventory data (day/week parting, viewability, and publisher quality), and customer preferences (data budget allocation, pricing limits, performance metrics, and frequency caps). Price is determined dynamically and our platform decides what ads to purchase and what price to pay hundreds of thousands of times per second. Multiple data centers support our enterprise-grade, automated, real-time bidding ensuring our ability to continue scaling and meet customer demands.
- **Proprietary Technology:** Our proprietary technology provides a cross-device solution for measuring consumer responses to TV ads. Our technology builds a dynamic map of every computing device in the home, including CTVs, OTT devices, phones, tablets and computers. Measurement across multiple devices in the home is enabled when we serve a TV ad on one device and then measure the response from other devices. For example, if a consumer watches a TV ad and then visits the brand's website from his or her phone, the action is recorded by our technology and made available in our reporting user interface.
- **Dynamic Campaign Optimization:** Our dynamic campaign optimization technology leverages algorithms which automate and continuously optimize our targeting capabilities, our programmatic ad execution (including automating creative and price optimization), as well as other elements of the campaigns. Our technology measures 53 signals, which refers to types of data, such as time of day and geography, resulting in hundreds of thousands of daily optimizations, or real-time decisions, including about how to determine what ad inventory to buy, when to buy it and where to buy it.
- **Ad Serving:** We deliver ads directly using two layers of ad serving technology. The first layer responds to requests for an ad, verifies the request is valid and then selects which ad to serve. Dynamic ad placement technology decides on a per household basis, which ad creative should be served. The second layer of ad serving technology implements the VAST standard for streaming TV directly into the home via OTT devices and Smart TVs.
- **Reporting:** In addition to standard performance marketing reports, we offer marketers analytics by brand, objective, audiences, campaign, keyword, creative, geography, and TV network, as well as a nearly unlimited number of custom reports using 479 million dimension and metric variations. All our reporting uses data that is collected by our technology. All data is accessible to our customers via our user interface. Data can also be pulled directly from the platform through our API and placed in customer data warehouses, providing off-platform access to all reporting data available in our user interface. We also provide integration with Google Analytics and impression tracking with systems like Google DCM.
- **User Interface:** We have a single user-friendly interface for campaign setup, creative editing and reporting—creating the most comprehensive software platform for TV advertising on the market. First, the campaign user interface provides campaign and creative setup, budgeting and targeting. Campaign setup includes audience selection to target households using MNTN Matched. Budget and goals can also be set at the campaign level. Creative can be set up for automated A/B testing enabling customers to try multiple TV ads in a campaign to determine which ad is the most effective. The interface also provides customizable reporting with the ability to add, remove and change metrics, as well as to adjust the layout of any reporting dashboard.

Our Customers

Our diversified customer base consists of brands of a broad range of sizes. Our customer count includes any customer that uses the platform and is billed, including during trial periods, which we define as three months or fewer, and customers who continue to use the platform post-trial. Churn during paid trial periods is primarily due to limited experience using performance marketing platforms. Since our performance trials are paid, our customer count includes both trial and post-trial customers.

We believe our customers include both experts in performance marketing as well as marketers who are just beginning to leverage the benefits of data-driven performance marketing. Approximately 95% of our customers have never advertised on CTV, which we believe is due to the nature of brand marketing and our platform is their first entry point into TV as a performance marketing channel. As customers leverage the full targeting, measurement and attribution capabilities of our platform, we typically expect they generate more revenue for us.

As customers meet and exceed their post-trial ROAS targets, we expect that they will increase spend for a given campaign or expand by launching more campaigns for other marketing needs. We believe this result and our strategic focus on SMBs has been validated.

In addition to our core focus on SMBs, enterprises, comprised of large global brands, are an important share of our customers. Enterprise customers have the largest TV advertising budgets but have historically used TV as a brand advertising channel. Our PTV platform drives ROAS, representing a shift from existing brand-oriented TV campaigns to PTV campaigns better suited to achieve goals of reach and frequency. As a result, enterprise customers require further education on PTV and are in the early stages of adoption of performance advertising on CTV. We believe that large enterprise customers represent a significant opportunity for our growth and increased awareness of our brand. Over time, we expect enterprise customers to play an important role in our PTV strategy and contribute meaningfully to our financial performance.

Our Business Model

Our revenue is generated through usage-based fees from customers based on their level of ad spend. We generally collect revenue directly from the customer. The customer selects the amount they wish to spend on our platform for a given campaign, and our platform allocates that budget with the intention to generate the highest ROAS for the customer. We purchase premium ad inventory through both negotiated arrangements directly with premium TV networks and Supply Side Platforms (“SSPs”). Our customers are invoiced based on the amount they spend on a campaign.

Sales and Marketing

Our go-to-market approach is driven by our highly efficient sales organization and our differentiated brand marketing strategy. We believe the combination of these elements, leveraging our revolutionary PTV platform, is a competitive advantage that contributes to our growth and enables efficient customer acquisition. MNTN uses its own platform to attract new advertisers, by streaming MNTN branded TV ads into the homes of marketers.

Competition

The CTV marketing channel is nascent, fragmented and rapidly evolving. However, there is significant competition for marketers and premium CTV ad inventory. Within the broader performance marketing space, we face competition from players that vary in size and approach. We believe that we primarily compete on the following factors:

- the ability to innovate our technologies and offerings;
- experience and connectivity in the PTV and broader performance marketing ecosystem;
- relationship with constituents in the CTV marketing ecosystem;
- access to premium CTV ad inventory at competitive rates;
- brand and reputation of our platform;
- effectiveness of our sales and marketing and customer support teams;
- the ability to expand into new revenue streams and international geographies; and
- ability to attract and retain talent.

We believe that we compete favorably in performance marketing, differentiated by our proprietary technology platform that has been purpose-built for PTV, our highly innovative approach both around technology and business model, the flywheel effect of our rapidly growing scale, and our entrepreneurial and highly effective team.

Seasonality

We experience seasonal fluctuations in revenue due to increased customer spend during the fourth quarter holiday season and around notable consumer viewing events and reduced customer spend during the first quarter, immediately after the holiday season. This trend is especially relevant for direct-to-consumer and e-commerce brands, many of which use our platform to advertise on TV. Fourth quarter revenue comprised 30.0% and 30.9% of our revenue for the years ended December 31, 2025 and 2024, respectively. First quarter revenue comprised 22.2% and 19.4% of our revenue for the years ended December 31, 2025 and 2024, respectively. We expect revenue to fluctuate in the future based on seasonal and event-driven factors; however, historical trends may not be indicative of future results given evolving industry dynamics, changes to consumer spending patterns, expansion of our customer base into new verticals, or potential changes to our business model.

Our Team

We put our people at the heart of everything we do as they have been critical in growing our business to be the pioneer in PTV. Our team draws from a broad spectrum of knowledge, including data science, algorithms, infrastructure, software development, AI technologies, and from experienced leadership in digital marketing, including across CTV, mobile and video channels. As of December 31, 2025, we had 534 full-time team members, including 211 team members across sales, marketing, and customer success and 231 team members across product development and engineering. We have invested and continue to invest substantial time and resources in building our team. We are highly dependent on our management, highly-skilled software engineers, sales personnel and other professionals. None of our team members are represented by a labor union or covered by collective bargaining agreements and we believe that our team member relations are strong.

Culture. Everything we do at MNTN is grounded in the core principles of trust, ambition and quality. Our success is driven by a collaborative, team-based model where all members of a team are encouraged to take ownership of their functional area and assume leadership responsibilities. We expect all our team members to regularly question themselves and their fellow team members about what their team's goals are, how to achieve them, and whether there are better goals their team should be striving toward. We facilitate this through regular one-on-one conversations among team members and senior management so that we are able to provide our team members with the support they need, and mandate compassion and honesty in all such conversations. We believe that if our team members keep our core principles in mind, they will be successful here.

The culture of our company is critical to growing our business and continuing to drive innovation in PTV. The culture we thrive on is focused on making decisions based on our best interest, providing quick solutions while efficiently managing resources, and focusing on results rather than process. To achieve this, our hiring efforts seek to attract diverse, loyal and responsible team members who have an appetite for success and growth. Our recruitment team seeks individuals who naturally want to do more, own more, and make an impact in their careers.

We have an entirely remote workforce. To ensure our culture is retained as we grow our workforce in an entirely remote environment, we have developed a strategy focused on fostering engagement among our team members and development that includes regular events and team-building initiatives, fireside chats with our leadership, multiple off-site meetings (which we refer to as MNTN Meets) a year, and monthly onboarding training sessions. We believe this strategy ensures our people are empowered in driving our business forward by integrating them into our culture.

Talent Retention. We believe our culture enables us to attract, retain and develop exceptional talent, which is a critical component of our success, as evidenced by the long average tenure of our team members. We ensure we keep our turnover level low through maintaining quarterly one-on-one's with every team member. We strive to hire and retain exceptionally talented people who embrace our culture. We offer our team members, amongst other things, competitive compensation packages, 100% healthcare coverage, annual vacation stipends, an open-ended vacation policy and a monthly three-day weekend for months without a holiday weekend. We have further initiatives planned to continue to develop our retention strategy, such as engagement surveys, increased learning and development opportunities, and developing new best practices for how we hire, onboard and develop our teams.

Team Member Wellness and Safety. We provide our team members and their families with access to a variety of innovative, flexible and convenient health and wellness programs. We continue to evolve our programs to meet our team members' health and wellness needs.

Conduct. We are committed to promoting high standards of honest and ethical business conduct in alignment with our cultural values. We do not tolerate harassment or discrimination. Our team members are required to take annual harassment and discrimination training. Each of our team members acknowledge our cultural values that are contained in our Employee Handbook.

Privacy and Security Laws

Our business is and will continue to be subject to existing and emerging laws and regulations, including laws and regulations concerning data privacy, security and the collection, use and sharing of data. There is an increasing awareness of how Internet user data is being used in the advertising technology ecosystem, in particular, focused on the use of technology (including "cookies" and "pixels") to collect or aggregate data about Internet users' online browsing activity.

In the United States, both state and federal legislation govern activities such as the collection, use, and disclosure of data by companies like us. Digital advertising in the United States has primarily been subject to regulation by the Federal Trade Commission ("FTC") which has primarily relied upon Section 5 of the FTC Act, which prohibits companies from engaging in "unfair" or "deceptive" trade practices, including alleged violations of representations concerning privacy practices and acts that allegedly violate individuals' privacy interests.

Many states have also adopted comprehensive consumer privacy laws, a number of which are already enforceable. In many respects, these state laws focus significantly on how Internet user data is being used in the advertising technology ecosystem, mandating that businesses that engage in certain advertising uses of consumer personal information to offer and honor an opt-out of such activities, including, in some states, through browser or device-based signals. We expect these laws will cause us to incur additional compliance costs and impose additional restrictions on us, our customers, and on our industry partners. In addition, plaintiffs in the United States have filed litigation (including class actions) alleging that the use of pixels violates laws such as the Video Privacy Protection Act and state wiretapping laws, and several such lawsuits remain undecided at this time. These ambiguities and resulting impact on our business will need to be resolved over time.

Further, as we expand internationally, some of our activities will become subject to foreign legislation and regulation, such as the EU GDPR, the UK GDPR (collectively, the “GDPR”) and the EU ePrivacy Directive. The GDPR and national EU and UK laws which transpose the ePrivacy Directive impose, amongst other things, conditions on how to obtain valid consent for the use of non-strictly necessary cookies and similar technologies, and recent decisions from European courts and regulators are driving increased attention to such technologies.

Beyond laws and regulations, we are also subject to self-regulatory standards imposed on members of the online advertising ecosystem, related to the collection, use, and disclosure of Internet user data, including the Digital Advertising Alliance (the “DAA”) and the Network Advertising Initiative (the “NAI”), and their international counterparts.

In the coming years, we expect further consumer data privacy regulation, both in the United States and abroad, will apply to our business and that of our customers and industry partners. Such regulation may lead to broader restrictions on our technology platform and business practices and may negatively impact our efforts to understand Internet users’ behaviors and market trends. Until prevailing compliance practices standardize, our business and, consequently, our revenue, could be negatively impacted.

The above description does not include an exhaustive list of the laws, regulations and other requirements governing or impacting our business. See the “Risk Factors” section of this prospectus for information on the potential material adverse effects to our business due to regulatory actions, changes in legislation and regulatory guidance in the jurisdictions in which we currently operate and in which we plan to expand, or due to actual or perceived failure to comply with such legislation or regulatory guidance.

Our Intellectual Property

Our proprietary technologies are important, and we rely upon trade secret, trademark and patent laws in the United States and abroad to establish and protect our intellectual property and protect our proprietary technologies. Our success depends in part upon our ability to protect our intellectual property rights with respect to our proprietary technologies, and to operate without infringing, misappropriating or violating valid and enforceable third-party intellectual property.

We register certain domain names, trademarks and service marks in the United States and in certain locations outside the United States. We also rely upon common law protection for certain trademarks. We have applied for and obtained minimal patent protection for our proprietary technology. We generally enter into confidentiality and invention assignment agreements with our team members that are developing intellectual property for us to ensure we own all intellectual property rights in their work product. We also generally enter into confidentiality agreements with parties with whom we conduct business, in order to limit access to, and disclosure and use of, our proprietary information. We also use measures designed to control access to our technology and proprietary information. We view our trade secrets and know-how as a significant component of our intellectual property assets, which we believe differentiate us from our competitors.

However, we cannot assure you that the steps taken by us will prevent misappropriation of our trade secrets or other proprietary rights. Despite our efforts to protect our intellectual property rights, unauthorized parties may attempt to copy aspects of our technologies or software or obtain and use information that we regard as proprietary. As the patent landscape around AI technologies continues to evolve, we cannot guarantee that our use of AI technologies will always be compliant with existing patents in the space.

Further, our intellectual property rights may be invalidated, circumvented, or challenged. In addition, the laws of some foreign countries do not protect our proprietary rights to the same extent as the laws of the United States, and many foreign countries do not enforce these laws as diligently as government agencies and private parties in the United States. Any impairment of our intellectual property rights, or any unauthorized disclosure or use of our intellectual property or technology, could harm our business, our ability to compete and our operating results.

Corporate History and Available Information

MNTN, Inc., was incorporated as a Delaware corporation in April 2009. Our corporate headquarters are located at 823 Congress Avenue, #1827, Austin, Texas, and our telephone number is (310) 895-2110. Our website is www.mountain.com. Our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, and amendments to reports filed pursuant to Sections 13(a) and 15(d) of the Securities Exchange Act of 1934, as amended, or the Exchange Act, are filed with the SEC. Such reports and other information filed by us with the SEC are available free of charge on our investor relations website at ir.mountain.com when such reports are available on the SEC's website. Information contained on or that can be accessed through our websites is not incorporated by reference into this Form 10-K and does not constitute a part of this Form 10-K.

Item 1A. Risk Factors

Investing in our Class A common stock involves a high degree of risk. You should consider and read carefully all of the risks and uncertainties described below, together with all of the other information contained in this Form 10-K, including our consolidated financial statements and related notes and Management's Discussion and Analysis of Financial Condition and Results of Operations in this Form 10-K, before making an investment decision related to our Class A common stock. The risks described below are not the only ones we face. The occurrence of any of the following risks or additional risks and uncertainties not presently known to us or that we currently believe to be immaterial could materially and adversely affect our business, financial condition, or results of operations. In such case, the trading price of our Class A common stock could decline, and you may lose some or all of your original investment.

Risks Related to Our Business and Industry

Our revenue and results of operations are highly dependent on the growth and expansion of CTV, and performance marketers using CTV, as well as the continued growth and expansion of our PTV platform. If adoption of CTV by customers develops more slowly than we expect, or performance marketing spend on CTV grows more slowly than we expect, our results of operations and growth prospects could be adversely affected.

CTV is a relatively new and rapidly evolving industry, and the success of this model of consuming TV content is critical to the success and development of our platform. The growth of the CTV industry and the level of demand and market acceptance for CTV products are subject to a high degree of uncertainty. We believe that the continued growth of streaming, and AVOD in particular, as an alternative to entertainment mediums other than TV will depend on the availability of cost-effective broadband Internet access, the quality of broadband content delivery, the quality and reliability of CTV technology, and the cost and appeal for users as compared to other sources of content. Customers, content publishers or marketers may find CTV less attractive than alternative entertainment mediums, which would adversely affect our business, results of operations, and financial condition.

Our business depends on the growth and expansion of performance marketing in the CTV medium and, in particular, the continued growth in performance marketing based spend through our PTV platform. If marketers choose to dedicate budgets to alternative marketing channels such as paid search or paid social, or reduce their overall performance marketing spending, our revenue and results of operations will be directly affected. In addition, various macro factors could cause customers to reduce their marketing budgets. See the risk factor titled "Our revenue and results of operations are highly dependent on the overall demand for advertising. Factors that affect the level of demand, and resulting amount of spend on general advertising, and to a lesser extent digital advertising, such as a change in macroeconomic conditions and geopolitical regional conflicts, can make it difficult to predict our revenue and could adversely affect our business, results of operations, and financial condition."

Furthermore, the success of our efforts to advance new services for increased advertising automation will depend upon adoption of our platform by customers in lieu of their traditional methods of order placement. It is difficult to predict adoption rates, demand for our platform, the future growth rate and size of the digital advertising solutions market or the entry of competitive solutions.

Growth in the performance marketing market using CTV is dependent on a number of factors, including the pace of cord-cutting (the replacement of traditional TV for CTV streaming), the continued proliferation of digital content and CTV providers, the continued movement from subscription-based models to advertising-based models and the rate of shift of performance marketing dollars from traditional performance marketing channels, and of brand advertising dollars from traditional TV advertising channels, each to performance marketing using CTV. If the market for performance ad-supported CTV develops more slowly than we expect or fails to develop as a result of these or other factors, our results of operations and growth prospects could be adversely affected.

Any expansion of the market for digital advertising solutions more generally depends on a number of factors, including social and regulatory acceptance, the growth of the overall digital advertising market and the growth of specific sectors including social, mobile, video, and out-of-home as well as the actual or perceived technological viability, quality, cost, performance and value associated with emerging digital advertising solutions. If digital marketing does not develop in the manner we expect, our business and financial condition could be adversely affected.

If we fail to attract new customers, or if our existing customers do not expand their usage of our platform, our growth will suffer.

In order to grow the usage of our platform, we need to attract new customers, and expand our relationships with existing customers. We must continue to develop new and improve our current technology to compete effectively, and customers have not always embraced our offerings, or updates thereto, due to various factors. Although we believe we strive to provide superior attribution and performance when compared to our competitors, certain customers may place technological or financial demands that we are unable to meet. These and other factors may make it difficult for us to attract new customers, or increase our business with our existing customers, causing some customers to reduce their spending with us, or cause us to increase our costs of doing business, adversely affecting our business, results of operations, and financial condition.

As CTV continues its rapid adoption by consumers, we will seek to attract ad spend from new customers to support our continued growth. Additionally, as marketers increase their existing CTV spend and diversify their advertising budgets, we will seek to grow current levels of utilization with our existing customers to support our continued growth. However, if we are not able to attract ad spend from marketers increasing their existing CTV spend or diversifying their marketing to CTV, it will be difficult for us to sustain continued growth which may have an adverse effect on our business, results of operations, and financial condition.

In addition, our revenue growth may also depend on our ability to grow adoption of our platform by top national and global brands that often have existing agencies they use for marketing services. These brands have considerable marketing budgets but may be unwilling to abandon their existing relationships with agencies in order to adopt our self-serve, brand-direct platform. Furthermore, our revenue growth may depend on our ability to extend our platform into adjacent channels and markets. We believe that these opportunities present a significant opportunity for long-term growth as technological advancements further disrupt CTV and performance marketing, and our inability to extend our platform to top national and global brands or expand internationally could impact our growth and adversely affect our business, results of operations, and financial condition.

If we are not able to achieve our customers' ROAS and other campaign goals, customers may reduce their overall ad spend.

Our success depends on our ability to achieve and maintain customers' ROAS and other campaign goals and increase incremental usage on our platform. If we are not able to achieve our customers' ROAS and other specific campaign goals, customers may reduce their overall advertising budgets and ad spend. Our platform allows customers to control specific targets and goals, which could impact the ROAS and other campaign goals a particular customer achieves. If a customer sets a goal that is unattainable due to circumstances beyond our control, and we do not achieve that ROAS or other campaign goals, customers may reduce their usage of our platform. Additionally, if we overestimate future usage, we may incur additional expenses in adding infrastructure without a commensurate increase in revenue. These factors could adversely affect our business, results of operations, and financial condition.

A limited number of customers account for a significant portion of our revenue.

While no customer accounted for more than 10% of our revenue for the years ended December 31, 2025 and 2024, our top ten customers collectively accounted for approximately 17% and 18%, respectively, of our revenue for the same periods. We expect to continue to generate a significant portion of our revenue from these customers for the foreseeable future. At present, almost all of our customers are not subject to committed contracts with us. There are inherent risks whenever a large percentage of total revenues are concentrated with a limited number of customers. If any of our significant customers were to reduce or cease their usage of our platform, it may have an outsized effect on our revenue, thereby adversely affecting our business, results of operation, and financial condition.

We are also subject to the risk that any of our significant customers will experience financial difficulties that may prevent them from making payments to us on a timely basis or at all, which may have an outsized adverse effect on our business, results of operations, and financial condition.

Our revenue and results of operations are highly dependent on our ability to effectively deliver our creative solutions to our customers and our customers to adopt them. Moreover, our creative solutions may not yield our intended or our customers' desired results.

We have invested significant resources in our creative solutions and cannot be certain that our investment in developing our creative solutions will be adopted by customers. We offer creative solutions to our customers to reduce the friction of advertising on TV and to provide an option for customers to create and refresh ads quickly and cost effectively to increase their ROAS. These offerings include allowing customers (i) to bundle creative services in exchange for annual contracts with minimum spend requirements, (ii) to obtain creative based on certain spend thresholds, or (iii) to otherwise receive our creative solutions. However, our creative services may not ultimately reduce the friction of being able to advertise on TV, be quicker or more cost effective than other solutions, or increase ROAS for customers. We may not be able to accurately predict customer demand for our creative solutions or the level of usage of our creative solutions. Further, we may not be able to generate enough revenue to offset our cost of the creative solutions, or may generate too much demand for our creative solutions, either of which may negatively impact our business, results of operations and financial condition. Any failure among our customers to adopt our creative solutions, whether due to customers losing confidence in the value or effectiveness of such solutions, customers being unwilling to leave their existing creative agencies and switch over to our creative solutions, or other causes, could impact our growth and adversely affect our business, results of operations, and financial condition.

Our revenue and results of operations are highly dependent on the overall demand for advertising. Factors that affect the level of demand, and resulting amount of spend on general advertising, and to a lesser extent digital advertising, such as a change in macroeconomic conditions and geopolitical regional conflicts, can make it difficult to predict our revenue and could adversely affect our business, results of operations, and financial condition.

Our revenue and results of operations are highly dependent on the overall demand for advertising and on the economic health of our current and prospective marketers. Ad spend is closely tied to marketers' financial performance and a downturn, either generally or in one or more of the industries in which our customers operate, could adversely impact the general advertising market. Various events beyond our control could cause marketers to reduce their advertising budgets or slow the growth of their ad spending, such as health epidemics, geopolitical events and regional conflicts, and global macroeconomic factors like labor shortages, inflation, interest rate volatility, changes in foreign currency exchange rates, instability in the global financial system, supply chain disruptions, increased tariffs and other trade barriers, other adverse economic conditions and general uncertainty about economic recovery or growth, instability in political or market conditions generally, and any changes in tax treatment of advertising expenses and the deductibility thereof. While these factors are less likely to have a pronounced effect on the effect of digital advertising performance and spend, they may nonetheless have a material adverse impact on our operating results. Reductions in overall ad spend as a result of these factors could make it difficult to predict our revenue and could adversely affect our business, results of operations, and financial condition.

We believe that our team members have been able to work productively in an entirely remote environment and have continued to remain all-remote. The degree to which geopolitical conflicts and recent global macroeconomic conditions, including interest rate volatility, inflation, uncertainty with respect to the federal budget and debt ceiling and governmental shutdowns related thereto, and actual or perceived instability in the banking industry, impact our results will depend on future developments, which are highly uncertain and cannot be predicted. Any worsening of global macroeconomic conditions in future periods would likely have a negative effect on our financial results, the magnitude of which is difficult to predict. In addition, continued inflation could result in an increase in our cost base relative to our revenue.

Additional or unforeseen effects from health pandemics and epidemics, geopolitical events and changes in global macroeconomic conditions may adversely affect our business, operating results and financial condition.

Our results of operations may fluctuate significantly and may not meet our expectations or those of securities analysts and investors.

Our results of operations have fluctuated in the past and are likely to continue to fluctuate in the future from quarter to quarter and year to year because of a variety of factors, many of which are outside of our control. As a result, because our business is evolving, our historical results of operations may be of limited utility in assessing our future prospects. In addition to the other risk factors discussed in this section, factors that can cause our results of operations to fluctuate include:

- seasonality in demand for digital advertising among our customers that market to consumers or are e-commerce customers, as many such customers devote a disproportionate amount of their advertising budgets to the fourth quarter of the calendar year to coincide with increased holiday spending, and advertising inventory in the fourth quarter may be more expensive due to increased demand for advertising inventory;

- changes in pricing of advertising inventory, changes in supply, improvements in technology and extension of automation to higher-value inventory, uncertainty regarding rate of adoption, changes in the allocation of spend by customers, changes in revenue mix, auction dynamics, or negotiations with customers and potential customers and other factors;
- diversification of our revenue mix to include new customers and solutions;
- the addition or loss of customers or sellers of advertising inventory;
- general economic conditions and the economic health of our current and prospective customers and sellers of advertising inventory;
- changes in the advertising strategies or budgets or financial condition of customers;
- the performance of our technology and the cost, timeliness, and results of our technology innovation efforts;
- marketing technology and digital media industry conditions and the overall demand for advertising, or changes and uncertainty in the regulatory environment for us or current or prospective customers or sellers of advertising inventory, including with respect to privacy regulation;
- the introduction of new technologies or service offerings by our competitors and market acceptance of such technologies or services;
- changes to the use of tracking pixels, which are snippets of code that are loaded when a user visits a website or opens an email (“pixels”), throughout the industry;
- our level of expenses, including investment required to support our technology development, scale our technology infrastructure and business expansion efforts, including hiring, acquisitions or expenses related to litigation;
- the impact of changes in our stock price on valuation of stock-based compensation or other instruments that are marked to market;
- the effectiveness of our financial, information technology and data privacy infrastructure and controls;
- geopolitical and social factors, such as inflation or future public health threats, concerns regarding negative, unstable or changing economic conditions in the countries and regions where we operate, global and regional recessions, political instability, and trade disputes;
- foreign exchange rate fluctuations; and
- changes in accounting policies and principles and the significant judgments and estimates made by management in the application of these policies and principles.

Any one or more of the factors above may result in significant fluctuations in our results of operations. You should not rely on our past results as an indicator of our future performance.

Because many of our expenses are based upon forecasted demand and may be difficult to reduce in the short-term, volatility in quarterly revenue could cause significant variations in quarterly results of operations. We may not forecast our revenue or expenses accurately, causing our results of operations to diverge from our estimates or the expectations of securities analysts, and investors. If we fail to meet or exceed such expectations for these or any other reasons, the trading price of our Class A common stock could fall, and we could face costly litigation, including securities class action lawsuits.

Seasonal fluctuations in the demand for the products of our consumer-facing and e-commerce customers could adversely affect our business, results of operations, or financial condition.

Our revenue may vary from quarter to quarter due to the seasonal nature of demand for many of our customers’ products or services that market to consumers and e-commerce customers. For example, digital marketers that market to consumers or market e-commerce products or services tend to devote a large portion of their budgets to campaigns in the fourth quarter of the year, to coincide with consumer holiday spending, and then have a significantly smaller advertising budget in the first calendar quarter. Seasonality in the fourth quarter of the calendar year has translated to our highest levels of platform activity and spend as fourth quarter revenue comprised 30.0% and 30.9% of our revenue for the year ended December 31, 2025 and 2024, respectively. Seasonality in the first quarter of the calendar year has generally lead to our lowest levels of platform

activity and spend with first quarter revenue comprised of 22.2% and 19.4% of our revenue for the year ended December 31, 2025 and 2024, respectively.

Moreover, pricing of digital ad impressions that address these consumer markets in the fourth quarter is likely to be higher due to increased demand, and high-visibility events such as the Super Bowl and the FIFA Club World Cup, may cause fluctuations in ad spend and correspondingly, our revenue. We expect revenue to fluctuate in the future based on seasonal and event-driven factors described above, which could have a material adverse effect on our business, results of operations and financial condition.

Our short operating history in PTV services makes it difficult to evaluate our business and prospects and may increase the risk associated with your investment.

We operate in an evolving industry with ever-changing customer needs, and, as a result, our business has evolved over time such that our operating history makes it difficult to evaluate our business and future prospects. We have a short operating history with PTV as our primary driver of revenue may not be indicative of future revenues or our future business. Although we have experienced substantial revenue growth, we may not be able to sustain this growth rate, current revenue levels or profitability. Moreover, we expect to face challenges, risks, and difficulties frequently experienced by growing companies in rapidly developing industries, including those relating to:

- innovating and developing new solutions that are adopted by and meet the needs of customers;
- further developing and maintaining our reputation for innovation and solutions that meet the needs of our customers;
- developing, maintaining, and expanding relationships with new and existing customers;
- distinguishing ourselves from competitors that offer alternative advertising solutions and distinguishing ourselves from new competitors in the PTV industry;
- responding to evolving industry standards and government regulations that impact our business, particularly in the areas of data protection and consumer privacy;
- preventing or otherwise mitigating failures or breaches of privacy or security;
- competing against companies in other advertising channels with a larger customer base or greater financial or technical resources;
- managing expenses as we invest in our infrastructure and technology to scale our business and operate as a public company; and
- recruiting, integrating, and retaining qualified and motivated employees, who we refer to as team members, particularly engineers.

If we are not successful in addressing these and other issues, our business may suffer, our revenue may decline and we may not be able to achieve further growth or sustain profitability.

If we do not manage our growth effectively, the quality of our platform may suffer, and our business, results of operations, and financial condition may be adversely affected.

The continued growth in our business may place demands on our infrastructure and our operational, managerial, administrative, and financial resources. Our success will depend on the ability of our management to manage growth effectively. Among other things, this will require us at various times to:

- strategically invest in the development and enhancement of our platform, including extending our platform into adjacent channels and international markets;
- strategically invest in the development and enhancement of our multiple creative solutions;
- strategically invest to acquire new customers, and increase our share of existing customers' digital ad spend;
- improve coordination among our engineering, product, operations, and other support organizations;
- manage multiple relationships with various partners, customers, and other third parties;

- develop our operating, administrative, legal, financial, and accounting systems and controls; and
- recruit, hire, train, and retain team members.

If we do not manage our growth well, the efficacy and performance of our platform may suffer, which could harm our reputation and reduce demand for our platform. Failure to manage future growth effectively could harm our business and have an adverse effect on our business, results of operations, and financial condition.

Our sales and marketing efforts may require significant investments and, in certain cases and as we expand into new markets, involve long sales cycles, and may not yield the results we seek.

Our sales and marketing teams educate prospective customers about the use, technical capabilities, and benefits of our platform. Our sales cycle, from initial contact to execution and implementation, may take significant time with certain customers, and may be extended as we extend our platform to attract national and global brands (which are more likely to have established relationships with marketing agencies that serve as a barrier to adoption of our self-serve, brand-direct platform), into adjacent channels and markets. We are often required to explain how our platform can achieve the targeted ROAS or other specific campaign goals for a customer. We may spend substantial time and resources prospecting for new business (including national and global brands and in new markets) or responding to requests for proposals from potential customers, and it may not result in revenue. Following execution and implementation, ongoing sales cycles and account management may take significant time as we attempt to develop software solutions for national and global brands and as we seek to develop our international presence. We may not succeed in attracting new customers (including national and global brands, and in new markets) despite our significant investment in our business development, sales and marketing organizations, and it is difficult to predict when new customers will begin generating revenue through our platform, and the extent of that revenue. We may not succeed in forming relationships with national or global brands, or expanding relationships with existing customers (including in new markets), despite our significant investment in our sales, account management, and marketing organizations, and it is difficult to predict when additional solutions will generate revenue, and the extent of that revenue.

Our product development and innovation efforts may be inefficient or ineffective, which may impair our ability to attract customers. If we fail to make the right investment decisions in our platform, or if we fail to innovate and develop new solutions that are adopted by customers, we may not attract and retain customers, which could have an adverse effect on our business, results of operations, and financial condition.

We need to continuously update our platform and the technology we invest in and develop, including our proprietary algorithms, in order to attract customers and keep ahead of changes in technology, and evolving industry standards and regulatory requirements. Our future success will depend in part upon our ability to enhance our existing platform and to develop and introduce new solutions in a timely manner with features that meet evolving customer and market requirements. To be able to enhance our platform and to develop and introduce new solutions, we will depend on our ability to recruit, train, motivate, and retain key technology and engineering personnel. We are a software-driven company and the innovation and delivery of complex technology at massive scale upon which our success depends are technological and engineering problems. It is imperative that we have highly skilled engineers and engineering management, mathematicians, and computer scientists, and appropriately qualified personnel can be difficult to recruit and retain.

Additionally, our technology is complex and can require a significant investment of time and resources to develop, test, introduce, and enhance. These activities can take longer than we expect, and we may not make the right decisions regarding these investments. We schedule and prioritize our development efforts according to a variety of factors, including our perceptions of market trends, customer requirements, and resource availability; however, we may encounter unanticipated difficulties that require us to re-direct or scale back our efforts and we may need to modify our plans in response to changes in customer requirements, market demands, resource availability, regulatory requirements, or other factors. If development of our platform becomes significantly more expensive due to changes in regulatory requirements, industry practices, competition for team members, or other factors, we may find ourselves at a disadvantage to larger competitors with more resources to devote to development. In addition, new demands from customers, superior offerings by competitors, changes in technology, new industry standards or regulatory requirements could render our platform less effective and require us to make unanticipated changes to our platform or business model. These factors place significant demands upon our engineering organization, require complex planning, and can result in acceleration of some initiatives and delay of others. To the extent we do not manage our development efforts efficiently and effectively, we may fail to produce services that respond appropriately to the needs of customers, and competitors may more successfully develop responsive offerings. If our platform is not competitive, customers can be expected to shift their business to competitors. Customers may also resist adopting our new solutions for various reasons, including reluctance to disrupt existing relationships and business practices.

We generally do not have fixed commitments with customers or sellers of advertising inventory. If customers or sellers of advertising inventory representing a significant portion of the demand or inventory in our marketplace decide to materially reduce the use of our platform, we could experience an immediate and significant decline in our revenue and profitability and harm to our business.

Generally, our customers are not obligated to provide us with any minimum volumes of business, may do business with our competitors as well as with us, may reduce or cancel their business with us, and may bypass us and transact directly with sellers of advertising inventory or through other intermediaries that compete with us. Accordingly, our business is highly vulnerable to changes in the global macroeconomic environment, price competition, and development of new or more compelling offerings by our competitors, which could reduce business generally or motivate customers or sellers of advertising inventory to migrate to competitors' offerings.

Sellers of advertising inventory and customers may allocate their advertising inventory or demand to our competitors who provide advertising demand and supply to them on more favorable terms or whose offerings are considered more beneficial. Supply of advertising inventory is also limited for some sellers of advertising inventory, such as special sites or new technologies, and sellers of advertising inventory may request higher prices, fixed price arrangements or guarantees that we cannot provide as effectively as our competitors, or that would reduce the profitability of that business. In addition, sellers of advertising inventory sometimes place significant restrictions on the sale of their advertising inventory, such as strict security requirements, limitations on data sharing, prohibitions on ads from specific customers or specific industries, and restrictions on the use of specified creative content or format. Customers, in turn, may also prohibit the purchase of advertising inventory from specific sellers of advertising inventory or more generally from sellers of advertising inventory based on the nature of the content on their network, and are free to direct their spend to us or one or more of our competitors, and increasingly are seeking price concessions, rebates, or other consideration to direct more spend towards us.

We serve many customers, but certain large customers have accounted for and will continue to account for a disproportionate share of business transacted through our platform. See the risk factor titled "A limited number of customers account for a significant portion of our revenue." If a customer or group of customers representing a significant portion of the demand in our marketplace, or a seller or group of sellers representing a significant portion of the inventory in our marketplace decides to materially reduce use of our platform, it could cause an immediate and significant decline in our revenue and profitability and harm to our business. In addition, loss of substantial inventory or demand could degrade our marketplace. Loss of important unique inventory could reduce fees from demand that cannot be shifted to other sellers of advertising inventory and make it harder to differentiate ourselves from our competitors. The number of large customers and sellers of advertising inventory in the market is finite, and it could be difficult for us to replace the losses from any customers or sellers of advertising inventory whose relationships with us diminish or terminate. Additionally, if we overestimate future usage, we may incur additional expenses in adding infrastructure without a commensurate increase in revenue, which would harm our profitability and other results of operations.

Because of these factors, we seek to expand and diversify our customer relationships. Additionally, as part of our strategy to increase the volume of advertising inventory on our exchange, we are continuing relationships with aggregators of inventory and with large sources of supply that have their own monetization capabilities but also allow third parties to connect to their exchanges and bid on their inventory. These relationships represent additional risks in terms of inventory quality, transaction discrepancies, and collections, and may be less profitable because we may be required to compensate these partners or share the fees available for intermediaries in these transactions, and may incur higher serving costs relative to revenue.

As part of our creative solutions, we intend to enter into contracts with customers that provide for minimum spend obligations and have a fixed term. We may not be successful in generating interest in and adoption of creative solutions among new and existing customers.

Our platform could be susceptible to errors, defects, or unintended performance problems that could adversely affect our business, results of operations, and financial condition.

We depend upon the sustained and uninterrupted performance of our platform to operate our business. Software bugs, faulty algorithms, technical or infrastructure problems, or system updates could lead to an inability to process data to place ads or price inventory effectively, or cause ads to display improperly or be placed in proximity to inappropriate content, which could adversely affect our business, results of operations, and financial condition. These risks are compounded by the complexity of our technology and the large amounts of data we utilize. Because our software is complex, undetected material defects, errors and failures may occur. Despite testing, errors or bugs in our software may not be found until the software is in our live operating environment. Errors or failures in our platform, even if caused by the implementation of changes by customers or partners to their systems, could also result in negative publicity, damage to our reputation, loss of or delay in market acceptance of our platform, increased costs or loss of revenue, or loss of competitive position. In such an event, we may be required or choose to expend additional resources to help mitigate any problems resulting from defects, errors and failures in

our software. As a result, defects or errors in our products or services could harm our reputation, result in significant costs to us, impair the ability of customers to purchase inventory and impair our ability to fulfill obligations with customers and partners. Any significant interruptions could adversely affect our business, results of operations, and financial condition.

We are subject to laws, regulations and industry requirements related to data privacy, data protection, information security, and consumer protection across different markets where we conduct our business, including in the United States, and such laws, regulations, and industry requirements are constantly evolving and changing. Developments in and/or our actual or perceived failure to comply with such obligations could have an adverse effect on our ability to collect, use and disclose data, our business, results of operations, and/or financial condition.

We receive, store, and process data about or related to consumers in addition to data about or related to our customers, team members, and services providers. Our handling of this data is subject to a variety of federal, state, and foreign laws and regulations and is subject to regulation by various government authorities. Our data handling also is subject to contractual obligations and certain industry standards. In general, there is no guarantee that regulators or consumers will agree with our approach to compliance and any actual, or perceived failure, to comply with applicable laws, regulations or requirements, may adversely affect our business.

Various state, federal and foreign governments have adopted or proposed limitations on the collection, distribution, use, storage, and processing of data relating to individuals, including the use of contact information and other data for marketing, advertising and other communications with individuals and businesses. In the United States, various laws and regulations apply to the collection, processing, disclosure, and security of certain types of data. Additionally, the Federal Trade Commission (the “FTC”) and many state attorneys general interpret federal and state consumer protection laws as imposing standards for the online collection, use, dissemination, and security of data. If we fail to comply with any such laws or regulations, we may be subject to enforcement actions that may not only expose us to litigation, fines, and civil and/or criminal penalties, but also require us to change our business practices as well as have an adverse effect on our business, results of operations, and financial condition.

The regulatory framework for data privacy issues worldwide is continually evolving and is likely to remain uncertain for the foreseeable future. The occurrence of unanticipated events often rapidly drives the adoption of legislation or regulation affecting the use, collection, or other processing of data and manner in which we conduct our business. Restrictions could be placed upon the collection, management, aggregation, and use of data, which could result in a material increase in the cost of collecting or otherwise obtaining certain kinds of data and could limit the ways in which we may collect, use or disclose data. In particular, interest-based advertising, or the use of data to draw inferences about a user’s interests and deliver relevant advertising to that user, and similar or related practices (sometimes referred to as behavioral advertising or personalized advertising), such as cross-device data collection and aggregation, steps taken to de-identify personal data, and to use and distribute the resulting data, including for purposes of personalization and the targeting of ads, have come under increasing scrutiny by legislative, regulatory, and self-regulatory bodies across multiple jurisdictions, including the United States, with a focus on consumer protection and data privacy. Much of this scrutiny has focused on the use of cookies and similar technologies that collect data about Internet users’ online browsing activity on web browsers, mobile devices, and other devices, to associate such data with user or device identifiers or de-identified identities across devices and channels. In addition, providers of Internet browsers have engaged in, and may continue or expand, efforts to provide increased visibility into, and certain controls over, cookies and similar technologies and the data collected using such technologies (including sharing of such data). Because we, and our customers, rely upon collecting large volumes of data through such technologies (other than cookies), these efforts may have a substantial impact on our ability to collect and use data from Internet users, and it is essential that we monitor developments in this area domestically and globally, and engage in responsible privacy practices, including providing consumers with notice of the types of data we collect, the method of collection, and how we use and share that data to provide our services.

In the United States, Congress and state legislatures, along with federal and state regulatory authorities have increased their attention on matters concerning the collection and use of consumer data, including for advertising related purposes, with state regulators increasing their focus on data collection practices involving CTV devices. Many authorities require companies to provide an “opt-out” for certain types of advertising. If such authorities start to require “opt-in” consent prior to the collection, use or disclosure of data, or adopt other more restrictive requirements, less data would be available, and the cost of data would be higher. This could impact our business and those of our customers and business partners.

Certain states have adopted new or modified privacy and security laws and regulations that apply and may apply to our business. For example, the California Consumer Privacy Act and related regulations (“CCPA”) provide individual privacy rights for California residents and increase the privacy and security obligations of businesses handling personal information. The CCPA generally requires covered businesses to, among other things, provide disclosures to California consumers and afford California consumers abilities to opt-out of certain sales of personal information (a concept that is defined broadly), certain uses and disclosures of sensitive personal information, and the sharing of personal information for cross-context

behavioral advertising. The CCPA is enforceable by the California Attorney General and the California Privacy Protection Agency. The California Privacy Protection Agency is continuously amending the CCPA regulations, building upon the requirements in the CCPA, including with respect to automated decision-making, risk assessment, and cybersecurity audits. In the event of an actual or perceived violation of the CCPA, these regulators could seek severe statutory damages, injunctive relief or agreed settlements providing for ongoing audit and reporting requirements. There is also a private right of action relating to certain data security incidents. The CCPA has required and will likely continue to require us to modify our data collection or processing practices and policies or our business model and to incur substantial costs and expenses in an effort to comply and increase our potential exposure to regulatory enforcement and/or litigation, which could have an adverse effect on our business, results of operations, and financial condition.

Following the passage of the CCPA, over a third of other states across the country have passed their own comprehensive consumer privacy laws, with even more states considering their own such laws, which creates a patchwork of overlapping but different state laws. These laws are similar to the CCPA, but also differ in a variety of ways, such as by requiring opt-in consent for the collection of sensitive personal information in some states. Laws relating to specific privacy and consumer protection issues have been passed and are continuing to be considered in other states, including laws governing the collection and use of personal information (including for advertising) about children and teenagers or consumer health information, and laws relating to the use or deployment of AI. Many other states are currently reviewing or proposing the need for greater regulation of the collection, sharing, use and other processing of personal information related to individuals for marketing purposes. At various points, different versions of comprehensive federal privacy bills have been proposed as well. Such legislation would add additional complexity, and may add variation in requirements, restrictions, and potential legal risk, require additional investment in resources to compliance and cybersecurity programs, could impact strategies and availability of previously useful data, could result in increased compliance costs and/or changes in business practices, and could have a material adverse effect on our business, financial condition, and operating results.

Additionally, governmental agencies like the FTC have adopted, or are considering adopting, regulations concerning personal data and data security. For example, the FTC has adopted updates to existing regulations governing collection of data from children online, has proposed making updates to existing regulations related to “commercial surveillance” generally, and has increased its focus on data privacy and security practices at digital companies, as evidenced by enforcement actions against companies regarding their alleged disclosure of sensitive data, including web browsing data or location data, to third-parties for advertising purposes, and by obtaining twenty-year consent decrees mandating enhanced and specific requirements for information security management programs and the handling of consumer information.

Further, if we expand our business outside the United States into the European Union (“EU”) and/or the United Kingdom (“UK”), other laws will become applicable, including the EU General Data Protection Regulation (“EU GDPR”) and the UK equivalent (the “UK GDPR”) (collectively, the “GDPR”) and the EU ePrivacy Directive and national data protection supplementing laws in these jurisdictions. The GDPR includes robust operational requirements for companies that collect, receive, share, disclose, transfer, process or otherwise use personal data of individuals located in the European Economic Area (“EEA”) and the UK which are different than requirements under U.S. data privacy and security laws, including placing requirements and restrictions on the transfer of personal data outside the EEA and the UK. Laws, guidance and the enforcement landscape around these requirements, including international data transfers to the United States, is complicated and continuing to evolve, and we may incur costs in taking compliance measures and/or these requirements may affect the manner in which we provide our services, and could adversely affect our business, operations and financial condition.

Failure to comply with data privacy and protection laws and regulations outside the United States that are found to apply to our business may result in regulatory investigations, significant penalties (up to the greater of €20 million for the EU GDPR or £17.5 million for the UK GDPR, or up to 4% of an enterprise’s global annual revenue), reputational damage, orders to cease or change our processing of our data, enforcement notices, and/or assessment notices (for a compulsory audit) and, in certain countries civil claims including representative actions and other class action type litigation.

Further, regulators in certain countries outside the United States are increasingly focusing on compliance with requirements in the online behavioral advertising ecosystem alongside organizations’ use of cookies, pixels and similar targeting technologies. The GDPR and national EU and UK laws which transpose the ePrivacy Directive require informed consent for the placement of certain tracking technologies on an individual’s device, and impose specific conditions on how to obtain valid consent. Recent decisions from European courts and regulators are driving increased attention to cookies and similar technologies. For example, the French data protection regulator is increasingly active in enforcement in this area, as are other EU regulators as a result of actions by not-for-profit privacy activists that have made hundreds of complaints to European website operators regarding their cookie banners and referred a significant number of these to relevant national regulators, saying that it aims to seek enforcement on thousands of websites in Europe.

Some countries are also considering or have passed legislation implementing data protection requirements, are requiring local storage and processing of data, placing limits on data transfers to other countries, or similar requirements. These new areas of

focus for regulators and legislators could require significant systems changes, increase the cost and complexity of delivering our services, adversely affect our margins, divert the attention of our technology personnel and subject us to additional liabilities. Further, any failure to achieve required data protection standards may result in lawsuits, regulatory fines, or other actions or liability, all of which may harm our results of operations. Because the interpretation and application of privacy and data protection laws and the related regulations and standards are uncertain, it is possible that these laws, regulations and standards may be interpreted and applied in manners that are, or are asserted to be, inconsistent with our data management practices or the technological features of our platform.

In addition to governmental regulation, privacy advocacy and industry groups may propose new and different self-regulatory standards that legally apply to us or our customers. We cannot yet determine the impact that such future standards may have on our business. We are members of self-regulatory bodies that impose additional requirements related to the collection, use, and disclosure of consumer data. We maintain membership with the Network Advertising Initiative (the “NAI”), a self-regulatory association dedicated to responsible data collection and its use for digital advertising, and the Digital Advertising Alliance (the “DAA”), an independent organization led by advertising and marketing trade associations that has established self-regulatory principles enforcing responsible privacy practices for digital advertising and consumer transparency. Under the requirements of these self-regulatory bodies, in addition to other compliance obligations, we are obligated to provide consumers with notice about our use of device identifiers and other technologies to collect consumer data and of our collection and use of consumer data for certain purposes, and to provide consumers with certain choices relating to the use of consumer data. Some of these self-regulatory bodies have the ability to discipline members or participants, which could result in fines, penalties, and/or public censure (which could in turn cause reputational harm). Additionally, some of these self-regulatory bodies might refer violations of their requirements to the FTC or other regulatory bodies. If we were to be subject to such an investigation, even if meritless, or found responsible for such a violation, it could adversely affect our reputation, as well as our business, results of operations, and financial condition.

We make public statements about our use and disclosure of personal information through our privacy policy, information provided on our website and by e-mail to our customers. Although we endeavor to ensure that our public statements are complete, accurate and fully implemented, we may at times fail to do so or be alleged to have failed to do so. We may be subject to potential regulatory or other legal action if such policies or statements are found to be deceptive, unfair or misrepresentative of our actual practices. Further, any concerns about our data privacy and security practices (even if unfounded), or any failure, real or perceived, by us to comply with our posted privacy policies or with any legal or regulatory requirements, standards, certifications or orders or other privacy or consumer protection-related laws and regulations applicable to us, could cause our customers to reduce their use of our products and services.

Even though we believe we are, and will continue to deploy efforts to be, in material compliance with data privacy, data protection, information security, and consumer protection laws, these laws are in some cases relatively new, the interpretation and application of these laws are uncertain, regulatory guidelines are still crystallizing and, if we or our customers have any compliance issues as a result, or if our customers decide to cease using our platform in light of new regulatory requirements, this could have a material adverse effect on our business, results of operations and financial condition.

Finally, we depend on a number of third parties in relation to the operation of our business, a number of which process personal data on our behalf. With each such provider we take steps to attempt to mitigate the associated risks of depending on third parties, however, there is no guarantee that any contractual commitments from third parties regarding data privacy and security, or any data privacy and security-related safeguards and technical measures that we or third parties put in place, will protect us from risks associated with the third-party processing of such data. Any violation of data privacy or security requirements, or of our relevant measures and safeguards, by our third-party vendors and providers could have a material adverse effect on our business, result in the fines and penalties outlined above, damage our reputation and result in potential legal action, including civil claims. Further, we may not be able to recover any or all damages suffered as a result of such violations from such third-party providers.

Our business depends on our ability to collect, use, and disclose data to provide the platform, including to deliver and measure the effectiveness of ads. Any limitation imposed on our or our customers’ collection, use or disclosure of this data, including through consumer tools, legal/regulatory restrictions and technological limitations, could threaten our ability to use and disclose data, significantly diminish the value of our platform, have an adverse effect on our business and cause us to lose customers and revenue.

We depend on our ability to collect and process data in order to run our business. We collect and/or use large amounts of data about consumer shopping behavior, demographic and other interest data and key life events and produce large amounts of data regarding ads and ad placement, such as customer preferences for media and advertising content. Further, we collect and/or use data that does not directly identify an actual, identifiable consumer, including advertising identifier, IP address, location data, hashed email addresses, browser and device information, online browsing behavior, exposure to and interaction

with ads, and inferential data about purchase intentions, and preferences. We use data from third-party sources, CRM data and data collected through other various means, including from first-party data (such as data collected through our pixels).

We aggregate this data and analyze it in order to enhance our services, including the pricing, placement, targeting and scheduling of ads. Our ability to collect, use and share data about advertising transactions and audience behavior, including to target and measure the effectiveness of ads, is critical to the value of our services. There are many technical challenges relating to our ability to collect, aggregate and associate data about individuals, and we cannot assure you that we will be able to do so effectively. As described above in the risk factor titled “We are subject to laws, regulations and industry requirements related to data privacy, data protection, information security, and consumer protection across different markets where we conduct our business, including in the United States, and such laws, regulations, and industry requirements are constantly evolving and changing. Developments in and/or our actual or perceived failure to comply with such obligations could have an adverse effect on our and/or our ability to collect, use and disclose data, our business, results of operations, and/or financial condition,” legislatures and regulatory authorities have increased their attention and lawmaking activity on matters concerning the collection and use of consumer data, including the use of data in relation to online advertising.

These and other evolving regulatory standards could place restrictions on our, our customers’ and partners’ collection, management, aggregation and use of information, which could result in a material increase in the cost of collecting or otherwise obtaining certain kinds of data and could limit the ways in which we may use or disclose information. Internet users can, with increasing ease, implement practices or technologies, or exercise rights to “opt-out,” that may limit our ability to collect and use data to deliver ads, measure advertising performance and build custom audiences, or otherwise inhibit the effectiveness of our platform. Although our customers and partners generally permit us to aggregate and use data that we collect in performing and improving our services (subject to certain restrictions) customers and partners might decide to restrict our collection or use of their data.

Any limitations on data use, collection, or disclosure could impair our ability to deliver an effective platform, which could adversely affect our business, results of operations, and financial condition.

If the use of pixels or other similar technologies is restricted, including through consumer tools, legal/regulatory restrictions and technological limitations without similar or better alternatives, our platform’s effectiveness could be diminished and our business, results of operations and financial condition could be adversely affected.

As described above in the risk factor titled “Our business depends on our ability to collect, use, and disclose data to provide the platform, including to deliver and measure the effectiveness of ads. Any limitation imposed on our or our customers’ collection, use or disclosure of this data, including through consumer tools, legal/regulatory restrictions and technological limitations, could threaten our ability to use and disclose data, significantly diminish the value of our platform, have an adverse effect on our business and cause us to lose customers and revenue,” we, and many other digital advertising companies, use pixels placed on consumer devices when an Internet browser is used and similar technologies, to gather data that enables our platform to be more effective. Our pixels do not identify individual consumers directly, but record information such as when an individual visits a website, when an individual uses a mobile app, the individual’s IP address, hashed email address and browser or other device information. Our automated bidding software uses data from pixels and other similar technologies to determine whether to bid on, and how to price, an ad impression in a certain location, at a given time, for a particular individual. Without pixels and other first and third-party data, transactions processed through our platform would be executed with less insight into audience activity, reducing the precision of selecting impressions to purchase for an advertising campaign. This could make placement of advertising through our platform less valuable, undermine the effectiveness of our services and harm our revenue. If our ability to use pixels or other similar technologies is limited, we may be required to develop or obtain additional applications and technologies to compensate for the lack of pixels and other data from such technologies, which could be time consuming or costly to develop, less effective, and potentially subject to additional regulation.

In addition, from time to time, concerns may be expressed about whether our products and services compromise the privacy of our customers’ users and others. In the United States, there has been a noticeable uptick in class actions in which plaintiffs have utilized a variety of laws, including the Video Privacy Protection Act of 1988 (“VPPA”) and state wiretapping laws, to challenge companies’ use of tracking technologies, including pixels, for advertising purposes.

For example, the California Invasion of Privacy Act (as amended, “CIPA”) has become the basis for a growing number of lawsuits against digital advertising companies. Plaintiffs have argued that CIPA prohibits certain forms of interception of communications and the use of pen registers or similar tracking devices without the consent of all parties to the communication. Plaintiffs in several recent cases have alleged that adtech intermediaries, including demand side platforms, have violated CIPA by participating in the interception of communications between consumers and websites through the use of tracking pixels, cookies, session replay scripts, or real-time bidding signals. While we have not been subject to such claims in connection with the use of our pixels to date, any litigation against our customers, or other publishers, alleging that the use

of our pixels violates VPPA or state wiretapping laws may reduce demand for our technology and the results of such litigation may impact our business.

Because we do not have direct relationships with consumers, we rely on customers or our data partners to implement any notice or choice mechanisms and obtain the consent of the consumer on our behalf to process their data (to the extent required under applicable laws and regulations). If customers or data partners do not follow this process (and in any event as the legal requirements and guidance in this area continue to evolve and develop), we could have insufficient rights to process their personal data, and be subject to lawsuits, fines, or other actions or liability. We may not have adequate insurance to protect us against any such claims and losses, and this could adversely impact our business, results of operations, and financial condition.

If the use of digital advertising is rejected by audiences, through opt-in, opt-out or ad-blocking technologies or other means, it could have an adverse effect on our business, results of operations, and financial condition.

Consumers can, with increasing ease, implement technologies that limit the ability by us and other companies to collect and use data to deliver ads, or otherwise limit the effectiveness of our platform. For example, cookies can be deleted or blocked by Internet users who do not want information to be collected about them through cookies. The most commonly used Internet browsers—Chrome, Firefox, Edge and Safari—allow Internet users to modify their browser settings to prevent cookies from being accepted by their browsers and Internet users can delete cookies from their computers at any time. In addition, Apple launched its Intelligent Tracking Prevention (“ITP”) feature in its Safari browser. ITP blocks some or all third-party cookies by default on mobile and desktop and may continue to become increasingly restrictive over time. Apple's related Privacy-Preserving Ad Click attribution, intended to preserve some of the functionality lost with ITP, would limit cross-site and cross-device attribution, prevent measurement outside a narrowly-defined attribution window, and prevent ad re-targeting and optimization. Firefox also blocks third-party cookies by default, and other browsers may block or limit third-party cookies in the future. Mobile devices allow users to opt-out of the use of mobile device IDs for targeted advertising, and some phone manufacturers, such as Apple, have implemented and may continue to implement changes, which may reduce the value of ad impressions on its iOS mobile application platform. For example, Apple uses an App Tracking Transparency framework that provides users of Apple products more control over the way their data is tracked in mobile applications and limits the ability of mobile applications to request an iOS device's advertising identifier. Additionally, many applications and other devices allow audiences to avoid receiving ads by paying for subscriptions or other downloads.

While our platform is exclusive to CTV, privacy aspects of CTV are still developing. Technical or policy changes, including regulation or industry self-regulation and any extension of the “opt-in” privacy model to CTV devices could adversely affect our business. In addition, we rely on pixels and similar technologies on web browsers to enable our platform to be more effective. Mobile devices using Android, iOS and iPadOS operating systems limit our ability to identify audiences while such audiences are using applications other than their web browser on the device. Some audiences also download free or paid ad-blocking software on their computers or mobile devices, not only for privacy reasons, but also to counteract the adverse effect ads can have on the consumer experience, including increased load times, data consumption, and screen overcrowding.

New requirements relating to automated, browser-based, or one-stop / universal opt-out mechanisms (“UOOMs”), such as the “Global Privacy Control” signals, the opt-out mechanism for data brokers established under the California Delete Act, or other user-enabled universal UOOMs established in the future, may result in significantly larger numbers of consumers opting out of having their data collected, used and disclosed for targeted advertising purposes. Additionally, the DAA, NAI and their international counterparts have certain opt-out mechanisms for users to opt-out of the collection of their information via cookies. Ad-blocking technologies, opt-out mechanisms and other global privacy controls may prevent targeting technologies from being stored on a consumer’s computer or mobile device. Furthermore, California recently passed a law requiring web browser operators to provide users with a setting to send a UOOM that, when enabled, directs websites not to sell or share the user’s personal information. If use of the “Global Privacy Control,” or similar signals is adopted by many Internet users, or if such standard is imposed by even more states or by federal legislation, or is agreed upon by standard setting groups, we may not receive as much data, and may have to change our business practices.

Each of these measures may adversely affect our business, results of operations and financial condition, in particular if more Internet users adopt these settings or delete their cookies more frequently than they currently do, there are changes in technology or new developments in laws, regulations or industry standards, these measures become applicable to CTV devices or the measures become more widespread among audiences. In addition, ad-blocking technologies could have an adverse effect on our business, results of operations, and financial condition if they reduce the volume or perceived effectiveness and value of digital advertising. Some ad-blocking technologies block only ads that are targeted through use of third-party data, while allowing ads based on first-party data. These ad blockers could place us at a disadvantage because we rely in part on third-party data, while some large competitors have troves of first-party data they use to direct advertising. Other technologies allow ads that are deemed “acceptable,” which could be defined in ways that place us or our customers at

a disadvantage, particularly if such technologies are controlled or influenced by our competitors. Even if ad blockers do not ultimately have an adverse effect on our business, investor concerns about ad blockers could cause our stock price to decline.

If device identifiers are replaced by alternative mechanisms, our performance may decline and we may lose customers and revenue.

Industry participants in the advertising technology ecosystem have taken or may take action to eliminate or restrict the use of cookies and other device identifiers. For instance, Apple has restricted the use of mobile identifiers on its devices, and Google has announced that it plans to deprecate the mobile advertising identifier used on Android devices. Google is also utilizing various technologies under its label of “Privacy Sandbox,” which provide modified targeting and measurement functionality currently provided through the use of third-party cookies. It is possible that companies in our ecosystem may rely on proprietary algorithms or statistical methods to track web users without cookies, or may utilize log-in credentials entered by users, to track web usage, including usage across multiple devices, without cookies. Alternatively, such companies may build different and potentially proprietary user tracking methods into their widely-used web browsers. New identification solutions are unreleased and unproven, and may require substantial development and commercial changes for us to support such solutions. There is also further risk that the changes will disproportionately benefit the owners of these platforms or the businesses that have access to large amounts of first-party data. Even if current device identifiers are effectively replaced by open industry-wide tracking standards rather than proprietary standards, we may still incur substantial re-engineering costs to replace current device identifiers with these new technologies. This may also diminish the quality or value of our services to customers if such new technologies do not provide us with the quality or timeliness of the data that we currently generate from current device identifiers. If we are unable to successfully adapt to the replacement of these identifiers by alternative tracking systems, this could adversely affect our business, results of operations, and financial condition.

We depend on third-party data centers, the disruption of which could adversely affect our business, results of operations, and financial condition.

We host our company-owned infrastructure at third-party data centers that may be less secure than our own facilities. Any damage to or failure of these third-party data centers generally would prevent us from operating our business. We rely on the Internet and, accordingly, depend upon the continuous, reliable, and secure operation of Internet servers, related hardware and software, and network infrastructure. While we control and have access to our servers and all of the components of our network that are located in our external data centers, we do not control the operation of these facilities. The owners of our data center facilities have no obligation to renew their agreements with us on commercially reasonable terms, or at all. If we are unable to renew these agreements on commercially reasonable terms, or if one of our data center operators is acquired, we may be required to transfer our servers and other infrastructure to new data center facilities, and we may incur significant costs and possible service interruption in connection with doing so.

Problems faced by our third-party data center operations, with the telecommunications network providers with whom we or they contract, or with the systems by which our telecommunications providers allocate capacity among their customers, including us, could adversely affect the experience of customers. Additionally, improving our platform’s infrastructure and expanding its capacity in anticipation of growth in new channels and formats, as well as implementing technological enhancements to our platform to improve its efficiency and cost-effectiveness are key components of our business strategy, and if our data centers are unable to keep up with our growing needs for capacity, this could have an adverse effect on our business. Any changes in third-party service levels at our data centers or any errors, defects, disruptions, or other performance problems could adversely affect our reputation, expose us to liability, cause us to lose customers, or otherwise adversely affect our business, results of operations, and financial condition. Service interruptions might reduce our revenue, trigger refunds to customers, subject us to potential liability, or adversely affect our business, results of operations, and financial condition.

The occurrence of a natural disaster, an act of terrorism, vandalism or sabotage, or other unanticipated problems at these facilities could result in interruptions in the availability of our platform. While we have disaster recovery arrangements in place, they have not been tested under actual disasters or similar events and may not effectively permit us to continue to provide our products and services in the event of any problems with respect to our data centers. Moreover, because we do not currently have full redundancy with respect to the services at each data center, if one of our data centers shuts down there may be a period of time that our products or services, or some of our products or services, will be unavailable to customers served by that data center. If any of these events were to occur to our business, our business, results of operations, or financial condition could be adversely affected.

We must increase the scale and efficiency of our technology infrastructure to support our growth and transaction volumes.

Our business depends on processing an increasingly large volume of data. Our PTV platform is built on a scalable software stack that includes support for audience targeting, programmatic bidding, ad serving, attribution, reporting and campaign setup.

Our technology must scale to process the increased advertising requests on our platform. We must continue to increase the capacity of our platform to support our high-volume strategy, to cope with increased data volumes and parties resulting from an increasing variety of advertising formats and platforms, and to maintain a stable service infrastructure and reliable service delivery. To the extent we are unable, for cost or other reasons, to effectively increase the capacity of our platform, continue to process transactions at fast enough speeds, and support emerging advertising formats or services preferred by customers, our revenue will suffer. We expect to continue to invest in our platform to meet increasing demand. Such investment may negatively affect our profitability and results of operations.

The use of increasing amounts of data and overall growth in impressions places growing demands upon our platform infrastructure. If we are unable to grow our platform to support substantial increases in the number of transactions and in the amount of data we process, including the speed at which we process such data, on a high-performance, cost-effective basis, our business, results of operations, and financial condition could be adversely affected. We expect to continue to invest in our platform in order to meet these requirements, and such investment may adversely affect our business, results of operations, and financial condition.

Platform outages or disruptions, including any interruptions due to cyberattacks or other cybersecurity incidents, or our third-party providers' failure to maintain adequate security and supporting infrastructure as we scale, could damage our reputation and our business, results of operations, and financial condition.

As we grow our business, we expect to continue to invest in our platform infrastructure, including hardware and software solutions, network services and database technologies, as well as potentially increase our reliance on open-source software (collectively, "IT Systems"). Without these improvements, our operations might suffer from unanticipated system disruptions, slow transaction processing, unreliable service levels, impaired quality or delays in reporting accurate information regarding transactions in our platform, any of which could negatively affect our reputation and ability to attract and retain customers. The steps we take to enhance the reliability, integrity and security of our platform as it scales are expensive and complex, and poor execution could result in operational failures.

We utilize IT Systems, applications and websites that allow for the storage and transmission of personal information about our customers, audiences, employees and other third parties, as well as proprietary and confidential business information. As such, we and certain of our third-party providers are a potential target for cyberattacks and other cybersecurity incidents, and face numerous and evolving cybersecurity risks that threaten the confidentiality, integrity, and availability of our and our third party providers' IT Systems. In addition, measures we, our customers or third parties that host our data may implement, and the underlying IT Systems may be vulnerable to attempted attacks that may take a variety of forms, including denial of service attacks, infrastructure attacks, botnets, malicious file attacks, cross-site scripting, credential abuse, ransomware attacks, bugs, viruses, worms, malicious software programs, data breaches, and other cybersecurity incidents. Further, techniques are constantly evolving and becoming increasingly diverse and sophisticated and are often unrecognizable until launched against a target. Techniques could involve denial-of-service attacks or other maneuvers that have the effect of disabling, degrading or disrupting the availability of services on our platform, which could seriously harm our reputation and business. As such, we cannot ensure that we will be able to anticipate, investigate, remediate, or recover from future attacks or incidents, or to avoid material impacts to our IT Systems. Other types of attacks could harm us even if our platform operations are left undisturbed. For example, attacks may be designed to deceive team members into releasing control of their systems to a hacker, while others may aim to introduce computer viruses or malware into our systems with a view to stealing confidential, proprietary or personal information. Additionally, we and our third-party providers may experience increased threats due to workforces operating remotely, including in light of our fully remote work environment. We are also vulnerable to unintentional errors or malicious actions by persons with authorized access to our systems that exceed the scope of their access rights, distribute data erroneously, or unintentionally or intentionally, interfere with the intended operations of our platform. Any cyberattack or cybersecurity incident can give rise to a variety of losses and costs, including legal exposure, and regulatory fines, damages to reputation, amongst others.

Due to concerns about data security and integrity, a growing number of legislative and regulatory bodies have adopted breach notification and other requirements when certain personal information is accessed by unauthorized persons and additional regulation regarding security of such data is possible. For example, some of the laws described above in the risk factor titled "We are subject to laws, regulations and industry requirements related to data privacy, data protection, information security, and consumer protection across different markets where we conduct our business, including in the United States, and such

laws, regulations, and industry requirements are constantly evolving and changing. Developments in and/or our actual or perceived failure to comply with such obligations could have an adverse effect on our and/or our ability to collect, use and disclose data, our business, results of operations, and/or financial condition” have specific security and/or data breach notification requirements. Laws in all 50 U.S. states, the EU and the UK require businesses to provide notice to individuals in relation to certain data breaches, and the CCPA provides a private right of action for certain data breaches. We may need to notify governmental authorities and affected individuals with respect to such incidents. Complying with such numerous and complex regulations in the event of a data security breach would be expensive and difficult, and failure to comply with these regulations could subject us to regulatory scrutiny and additional liability. We may also be contractually required to notify customers or other counterparties of a security incident, including a data security breach. Regardless of our contractual protections, any actual or perceived data security breach, or breach of our contractual obligations, could harm our reputation and brand, expose us to potential liability or require us to expend significant resources on data security and in responding to any such actual or perceived breach. Further, we are required to disclose material cybersecurity incidents pursuant to disclosure rules promulgated by the SEC. Any public disclosure relating to a material cybersecurity incident could harm our reputation, result in litigation and adversely impact our business, operating results, and financial condition.

In addition, we may incur significant costs and operational consequences in connection with investigating, mitigating, remediating, eliminating, and putting in place additional measures designed to prevent future actual or perceived cybersecurity incidents, as well as in connection with complying with any notification or other obligation resulting from any cybersecurity incidents. Although we maintain insurance coverage, it may be insufficient to protect us against all losses and costs stemming from security breaches, cyberattacks and other types of unlawful activity, or any resulting disruptions from such events, and we cannot guarantee that applicable insurance will be available to us in the future or on economically reasonable terms. Further, we may not be able to recover any or all damages suffered as a result of such security breach or other security incident from such third-party providers. Outages and disruptions of our platform, including any caused by cyberattacks, may harm our reputation and our business, results of operations, and financial condition.

If we fail to detect or prevent fraud on our platform, or malware intrusion into the systems or devices of our customers and their audiences, customers could lose confidence in our platform, and we could face legal claims that could adversely affect our business, results of operations, and financial condition.

We may be subject to fraudulent or malicious activities undertaken by persons seeking to use our platform for improper purposes. For example, someone may attempt to divert or artificially inflate customer purchases through our platform, or to disrupt or divert the operation of the systems, devices, and audiences of our customers in order to misappropriate information, generate fraudulent billings or stage cyberattacks, or for other illicit purposes. For example, sophisticated bot-nets and other complex forms of click fraud might be used to generate fraudulent impressions and divert advertising revenue from legitimate websites of customers. Those activities could also introduce malware through our platform in order to commandeer or gain access to information on customers’ computers.

Although we use third-party tools and proprietary technology to identify non-human traffic and malware, we may reduce or terminate relationships with customers that we find to be engaging in such activities and continuously assess the quality and performance of advertising on customers’ digital media properties. We rely on our own and third-party tools, as well as the controls of customers, and it may be difficult to detect fraudulent or malicious activity. Further, perpetrators of fraudulent impressions and malware frequently change their tactics and may become more sophisticated over time, requiring both us and third parties to improve processes for assessing the quality of customer inventory and controlling fraudulent activity. If we fail to detect or prevent fraudulent or malicious activity of this sort, our reputation could be damaged, customers may contest payment, demand refunds, or fail to give us future business, or we could face legal claims from customers. Even if we are not directly involved in fraud or malicious activity, any sustained failures of others in our industry to adequately detect and prevent fraud could generate the perception that programmatic trading is unsafe and lead our customers to avoid CTV advertising. See the risk factor titled “Platform outages or disruptions, including any interruptions due to cyberattacks or other cybersecurity incidents, or our third-party providers’ failure to maintain adequate security and supporting infrastructure as we scale, could damage our reputation and our business, results of operations, and financial condition.”

We operate in an intensely competitive market that includes companies that have greater financial, technical and marketing resources than we do.

We face intense competition in the marketplace. We also compete for supply of advertising inventory against a variety of competitors, both in the CTV ad market and in paid search and social advertising more broadly. Some of our existing and potential competitors are better established, benefit from greater name recognition, may have offerings and technology that we do not have or have significantly more financial, technical, sales, and marketing resources than we do. In addition, some competitors, particularly those with greater scale or a more diversified revenue base and a broader offering, have greater flexibility than we do to compete aggressively on various terms, or to compete with us by including in their product offerings services that we may not provide. Some existing and potential customers have their own relationships with sellers or are

seeking to establish such relationships, and many sellers are investing in capabilities that enable them to connect more effectively directly with customers. Our business suffers to the extent that customers and sellers purchase and sell advertising inventory directly from one another or through intermediaries other than us, reducing the amount of ad spend on our platform. New or stronger competitors may emerge through acquisitions and industry consolidation or through development of disruptive technologies. If our offerings are not perceived as competitively differentiated, we could lose customers, market share or be compelled to concede terms and conditions to our services, making it more difficult to grow our business profitably.

There has been rapid evolution and consolidation in the marketing technology industry, and we expect these trends to continue, thereby increasing the capabilities and competitive posture of larger companies, particularly those that are already dominant in various ways, and enabling new or stronger competitors to emerge. There is a finite number of large customers and sellers in our target markets, and any consolidation of customers or sellers may give the resulting enterprises greater bargaining power or result in the loss of customers and sellers that use our platform, and thus reduce our potential base of customers and sellers, each of which would lead to erosion of our revenue.

As technology continues to improve and market factors continue to attract investment, competition and pricing pressure may increase and market saturation may change the competitive landscape in favor of larger competitors with greater scale and broader offerings, including those that can afford to spend more than we can to grow more quickly and strengthen their competitive position. In addition, our competitors or potential competitors may adopt certain aspects of our business model, which could reduce our ability to differentiate our platform. Some of our competitors may also be able to sell products or services competitive to ours with more attractive value propositions given proprietary ownership of data, technical superiority, or economies of scale. Such introduction of competent, competitive products, or other technologies by our competitors that are superior to or that achieve greater market acceptance than our products and services could adversely affect our business. In such event, we could experience a decline in market share and revenues. Loss of existing or future market share to new competitors could substantially harm our business, results of operations, and financial condition.

For all of these reasons, we may not be able to compete successfully against our current and future competitors.

Our corporate culture has contributed to our success, and if we cannot maintain it as we grow or as we continue in an entirely remote work environment, we could lose the innovation, creativity, and teamwork fostered by our culture, and our business may be adversely affected.

We believe our corporate culture has been a critical component of our success as we believe it fosters innovation, creativity, and teamwork across our business, helping to drive our success. We intend to expand our overall headcount and operations both domestically and internationally, with no assurance that we will be able to do so while effectively maintaining our corporate culture. The difficulty of maintaining our culture is compounded by our entirely remote work environment, as any expansion is done without the inherent team-building features of a communal office atmosphere. As we expand and change, in particular across multiple geographies or following acquisitions, it may be difficult to preserve our corporate culture, which could reduce our ability to innovate, create, and operate effectively. In turn, the failure to preserve our culture could adversely affect our business, results of operations, and financial condition by negatively affecting our ability to attract, recruit, integrate and retain team members, continue to perform at current levels, and effectively execute our business strategy.

Additionally, interviewing, hiring, and integrating new team members has been and will continue to be particularly challenging in an entirely remote work environment. We face heightened regulatory and tax requirements as a result of our entirely remote working culture and team member turnover, including changes in our management team, could disrupt our business. As part of our entirely remote working plans, we will devote increased efforts to maintaining our collaborative culture, including through the use of videoconferencing and other online communication and sharing tools, and to monitoring the health, safety, morale, and productivity of our team members, including new team members. However, there is no guarantee we will be able to maintain our corporate culture, and our business could be adversely affected.

Future acquisitions or strategic investments could be difficult to identify and integrate, divert the attention of management, and could disrupt our business, dilute stockholder value and adversely affect our business, results of operations, and financial condition.

As part of our growth strategy, we may acquire or invest in other businesses, assets or technologies that are complementary to and fit within our strategic goals. Any acquisition or investment may divert the attention of management and require us to use significant amounts of cash, issue dilutive equity securities or incur debt. We have limited experience in acquiring other businesses. In addition, the anticipated benefits of any acquisition or investment may not be realized, and we may be exposed

to unknown risks, any of which could adversely affect our business, results of operations, and financial condition, including risks arising from:

- difficulties in integrating the operations, technologies, product or service offerings, administrative systems, and personnel of acquired businesses, especially if those businesses operate outside of our core competency or geographies in which we currently operate;
- ineffectiveness or incompatibility of acquired technologies or solutions;
- potential loss of key team members of the acquired business;
- inability to maintain key business relationships and reputation of the acquired business;
- diversion of management attention from other business concerns;
- litigation arising from the acquisition or the activities of the acquired business, including claims from terminated team members, customers, former stockholders or other third parties;
- assumption of contractual obligations that contain terms that are not beneficial to us, require us to license or waive intellectual property rights, or increase our risk of liability;
- complications in the integration of acquired businesses or diminished prospects, including as a result of changes in macroeconomic conditions and geopolitical events, including uncertainty with respect to the federal budget and debt ceiling and governmental shutdowns related thereto, actual or perceived instability in the banking industry, supply chain shortages, interest rate volatility and inflation, geopolitical regional conflicts, terrorist attacks, and health epidemics or other contagious outbreaks;
- failure to generate the expected financial results related to an acquisition on a timely manner or at all;
- failure to accurately forecast the impact of an acquisition transaction; and
- implementation or remediation of effective controls, procedures, and policies for acquired businesses.

Additionally, to fund future acquisitions, we may pay cash or issue additional shares of our common stock, which could dilute our stockholders or diminish our cash reserves. For example, the consideration paid in connection with the QuickFrame Acquisition consisted of newly issued shares of our common stock and deferred cash. We also issued new shares of our common stock as consideration in connection with the acquisition of Maximum Effort Marketing and may issue additional shares of our Class A common stock as contingent consideration in the form of an earnout upon the satisfaction of certain conditions. Borrowing to fund an acquisition would result in increased fixed obligations and could also subject us to covenants or other restrictions that could limit our ability to effectively run our business.

Some of our customers have in the past, and may continue to have, or subsequently develop, high-risk credit profiles or otherwise pay us for advertising inventory after payment is due, which may result in credit risk to us or require additional working capital to fund our accounts payable.

Generally, we invoice and collect from customers and subsequently remit fees to sellers of advertising inventory. However, in some cases, we may be required or choose to pay sellers of advertising inventory for impressions delivered before we have collected, or even if we are unable to collect, from the customer of those impressions. We believe we have an adequate allowance for bad debts based on our historical experience of collecting fees from customers. Although we have not experienced material issues in collecting on invoices, there can be no assurances that we will not experience bad debt in the future, and write-offs for bad debt could have a materially negative effect on our results of operations for the periods in which the write-offs occur. Further, growth and increased competitive pressure in the digital advertising industry is causing customers to become more demanding, resulting in overall increased focus by all industry participants on transparency, and cash and collection cycles. The majority of our customers are required to pay us within 30 days of being invoiced. Some customers have experienced financial pressures that have motivated them to pay us after their payment is due. If customers pay us after their payment is due or our cash collections are significantly diminished as a result of these dynamics, our revenue and/or cash flow could be adversely affected and we may need to use working capital to fund our accounts payable pending collection from the customers. This may result in additional costs and cause us to forgo or defer other more productive uses of that working capital.

We continually develop and transition to new versions of our technology, and could face errors, defects, disruptions, or other performance problems as a result.

In 2022, we transitioned to new generations of our programmatic bidding platform, third-party audience platform, budget management platform, dynamic campaign organization platform, creative user interface and other technology. We could face errors, defects, disruptions, or other performance problems as a result.

In 2024, we introduced MNTN Matched, which uses AI technologies to match consumers with brands that they are most likely to engage with, and we have since introduced other products and internal systems that utilize AI technologies. The use of AI technologies involves significant legal and technological risk, and any error, defect, disruption or outage of any AI technologies we leverage could disrupt our operations or solutions, damage our reputation, cause a loss of confidence in our solutions, or result in legal claims or proceedings. See “Risks Related to AI Technologies.”

Any damage to or failure of our systems as a result of these platform changes generally would have a financial impact. Additionally, the transition to new technology can have a significant increase in cost of revenue during a technology transition. Any additional increased cost involved in operating and maintaining new technology could adversely affect our reputation, expose us to liability, cause us to lose customers, or otherwise adversely affect our business, results of operations, and financial condition.

Risks Related to Our Legal and Regulatory Environment

We rely on customers to abide by our terms and conditions and relevant laws, rules, and regulations when using our platform, and legal claims or enforcement actions resulting from their actions could expose us to liabilities, damage our reputation, and be costly to defend.

We and our customers are subject to regulatory requirements by governments and standards bodies applicable to their activities and the services we offer on our platform. We may assume responsibility for satisfying or facilitating the satisfaction of some of these requirements through our terms and conditions. In addition, we may have responsibility for some acts or omissions of customers transacting business through our platform under applicable laws or regulations or as a result of common law duties, even if we have not assumed responsibility contractually. These responsibilities could expose us to significant liabilities, perhaps without the ability to impose effective mitigating controls upon, or to recover from, customers. We could be subject to litigation as a result of such actions, and, if we were sued, we would incur legal costs in our defense and cannot guarantee that a court would not attribute some liability to us.

Through our terms and conditions, we require our customers to abide by relevant laws, rules and regulations, and restrictions by their counterparties, when transacting on our platform, and we obtain representations from customers that the advertising they place through our platform complies with applicable laws and regulations and does not violate third-party intellectual property rights. We also receive representations from customers and data providers about their privacy practices and compliance with applicable laws and regulations, including their maintenance of adequate privacy policies that disclose and permit our data collection practices. Nonetheless, there are many circumstances in which it is difficult or impossible for us to monitor or evaluate their compliance. For example, we cannot control the content of customer’s media properties, and we are often unable to determine exactly what information a partner collects after an ad has been placed, and how the customer uses any such collected information. Moreover, we are unable to prevent technological intermediaries from aggregating bid requests from customers and directing it to their own buying platforms or even reselling such bid data to customers or third parties.

If customers’ data providers, or partners fail to abide by relevant laws, rules and regulations, or our terms and conditions, when transacting over our platform, or after such a transaction is completed, we could potentially face liability to audiences for such misuse. Potential sources of liability to audiences include malicious activities, such as the introduction of malware into audiences’ computers through ads served through our platform, and code that redirects audiences to sites other than the ones audiences sought to visit, potentially resulting in malware downloads or use charges from the redirect site. Customers often have terms of use in place with their audiences that disclaim or limit their potential liabilities to such audiences, or pursuant to which audiences waive rights to bring class-action lawsuits against the customers related to ads. Similarly, if such misconduct results in enforcement action by a regulatory body or other governmental authority, we could become involved in a potentially time-consuming and costly investigation or we could be subject to some form of sanction or penalty. We may not have adequate indemnity to protect us against, and our policies of insurance may not cover, such claims and losses.

In addition, both customers and sellers of advertising inventory are concerned about being associated with content they consider inappropriate, competitive or inconsistent with their consumers’ values, or illegal, and they are hesitant to spend money or make inventory available, respectively, without some guarantee of security. Consequently, our reputation depends in part on providing services that our customers and sellers of advertising inventory trust. We prohibit the misuse of our

platform by our customers and sellers of advertising inventory and actively monitor inventory against our quality guidelines. Despite such efforts, we may provide access to inventory that is objectionable to our customers or serve advertising that contains objectionable content, which could harm our or our customers' reputation, decrease their trust in our platform, and negatively impact our business, financial condition and results of operations. Furthermore, we may receive public pressure to discontinue working with certain sellers of advertising inventory or customers.

We are subject to anti-bribery, anti-corruption, and similar laws and non-compliance with such laws can subject us to criminal penalties or significant fines and harm our business and reputation.

We are subject to anti-bribery and similar laws, such as the U.S. Foreign Corrupt Practices Act of 1977, as amended, or the FCPA, the U.S. domestic bribery statute contained in 18 U.S.C. § 201, the USA PATRIOT Act, U.S. Travel Act, the U.K. Bribery Act 2010 and Proceeds of Crime Act 2002, and possibly other anti-corruption, anti-bribery, and anti-money laundering laws in countries in which we conduct activities. Anti-corruption laws have been enforced with great rigor in recent years and are interpreted broadly and prohibit companies and their employees and their agents from making or offering improper payments or other benefits to government officials and others in the private sector. The FCPA or other applicable anti-corruption laws may also hold us liable for acts of corruption or bribery committed by our third-party business partners, representatives, and agents, even if we do not authorize such activities. As we develop our international sales and business, and increase our use of third parties, our risks under these laws will increase. As a public company, the FCPA separately requires that we keep accurate books and records and maintain internal accounting controls sufficient to assure management's control, authority, and responsibility over our assets.

We have adopted policies and procedures and conducted training designed to prevent improper payments and other corrupt practices prohibited by applicable laws, but cannot guarantee that improprieties will not occur. Noncompliance with these laws could subject us to investigations, sanctions, settlements, prosecution, other enforcement actions, disgorgement of profits, significant fines, damages, other civil and criminal penalties or injunctions, suspension and/or debarment from contracting with specified persons, the loss of export privileges, reputational harm, adverse media coverage, and other collateral consequences. Any investigations, actions, and/or sanctions could have an adverse effect on our business, results of operations, and financial condition.

We are subject to governmental economic sanctions requirements and export and import controls that could impair our ability to compete in international markets or subject us to liability if we are not in compliance with applicable laws.

We are subject to various U.S. export control and trade and economic sanctions laws and regulations, including the U.S. Export Administration Regulations and the various sanctions programs administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (collectively, "Trade Controls"). Trade Controls may prohibit the shipment of specified products and services to certain countries, governments, and persons. Although we endeavor to conduct our business in compliance with Trade Controls, our failure to successfully comply may expose us to negative legal and business consequences, including civil or criminal penalties, governmental investigations, and reputational harm.

Furthermore, if we export our technology or software, the exports may require authorizations, including a license, a license exception, or other appropriate government authorization or regulatory requirements. Complying with Trade Controls may be time-consuming and may result in the delay or loss of opportunities.

In addition, various countries regulate the import of encryption technology, including the imposition of import permitting and licensing requirements, and have enacted laws that could limit our ability to offer our platform or could limit our customers' ability to use our platform in those countries. Changes in our platform or future changes in export and import regulations may create delays in the introduction of our platform in international markets or prevent our customers with international operations from deploying our platform globally. Any change in export or import regulations, economic sanctions or related legislation, or change in the countries, governments, persons, or technologies targeted by such regulations, could result in decreased use of our platform by, or in our decreased ability to export our technology and services to, existing or potential customers with international operations. Any decreased use of our platform or limitation on our ability to export our platform would likely adversely affect our business, results of operations, and financial condition.

We may be subject to intellectual property rights claims by third parties, which may be costly to defend, could require us to pay significant damages and could limit our ability to use certain technologies.

Companies in the software and technology industries, including some of our current and potential competitors, own large numbers of patents, copyrights, trademarks, trade secrets and other intellectual property rights, and frequently enter into or threaten litigation based on allegations of infringement or other violations of their intellectual property rights. We have in the past and may in the future be subject to claims that we have misappropriated, misused or infringed the intellectual property rights of our competitors, non-practicing entities or other third parties. There can be no assurance that we will be successful in

defending against these allegations or reaching a business resolution that is satisfactory to us. Additionally, we cannot be assured that we are not infringing or otherwise violating any third-party intellectual property rights.

The intellectual property portfolio of some of our competitors and potential competitors may be larger than ours, or may include patents with greater strategic value. Any such disparity between our intellectual property portfolio and the portfolio of our competitors may increase the risk that they may sue us for infringement and may limit our ability to defend such claims (including through counterclaims for patent infringement) or settle through cross-licenses. In addition, future assertions of patent rights by third parties, and any resulting litigation, may involve patent holding companies or other adverse patent owners who have no relevant product revenue and against whom our own patents may therefore provide little or no deterrence or protection.

Any intellectual property infringement claims, with or without merit, could be very time-consuming and expensive and could divert our management's attention and other resources. These claims could also subject us to significant liability for damages, potentially including treble damages if we are found to have willfully infringed patents or copyrights. These claims could also result in our having to stop using technology or other intellectual property found to be in violation of a third party's rights, some of which we have invested considerable effort and time to bring to market. We might be required to seek a license to continue operations if found to violate such rights, which may not be available on commercially reasonable terms, or at all, and may significantly increase our operating expenses. If a third party does not offer us a license to its intellectual property on reasonable terms, or at all, we may be required to develop alternative non-infringing technology, which could require significant effort and expense and may ultimately not be successful. If we cannot license or develop technology for any aspect of our business that may ultimately be determined to infringe on the intellectual property rights of another party, we could be forced to limit or stop sales of subscriptions to our software and may be unable to compete effectively. Any of these events could adversely affect our business, results of operations and financial condition.

Our intellectual property rights may be difficult to enforce and protect, which could enable others to copy or use aspects of our technology without compensating us, thereby eroding our competitive advantages and having an adverse effect on our business, results of operations, and financial condition.

We take precautions designed to protect our intellectual property, including a combination of maintaining trade secrets, third-party confidentiality and non-disclosure agreements, additional contractual restrictions on disclosure and use, and pursuit of trademark, patent, and other intellectual property rights related to our proprietary technology.

We currently hold various Internet domain names related to our brand and business, including mountain.com, among others. Failure to protect our domain names could adversely affect our reputation and brand and make it more difficult for users to find our website. We may be unable, without significant cost or at all, to prevent third parties from acquiring domain names or using trademarks that are similar to, infringe upon or otherwise decrease the value of our trademarks and other proprietary rights.

While software and other of our proprietary works may be protected under copyright law, we have chosen not to register for statutory copyright protection in these works, as is typical for many software companies. In order to bring a copyright infringement lawsuit in the United States, the copyright must be registered. Accordingly, the remedies and damages available to us for unauthorized use of our software may be limited.

Historically, we have prioritized keeping our technology architecture, trade secrets, and engineering roadmap private, and as a general matter, have obtained minimal patent protection for our proprietary technology and our patent strategy is still in its early stages. We may not be able to obtain any further patents, including with respect to any currently pending applications, and any issued patents may be challenged, invalidated, or circumvented, and any rights granted under these patents may not actually provide adequate defensive protection or competitive advantages to us. Additionally, the process of obtaining patent protection is expensive and time-consuming, and we may not be able to prosecute or maintain all necessary or desirable patents and patent applications at a reasonable cost or in a timely manner. We may not seek patent protection for certain innovations and may choose not to pursue patent protection in certain jurisdictions. In addition, issuance of a patent does not guarantee that we have a right to practice the patented invention, or that we will be able to effectively exclude others from practicing the claimed invention, or prevent others from designing around our patents. Further, we have filed, and may continue in the future to file, trademark applications to protect certain of our names and brands; however, we cannot guarantee that we will be successful in registering our trademarks.

Intellectual property laws may change in the future. Any changes in the law may reduce the scope of the protection afforded to our intellectual property, or may render our intellectual property invalid or unenforceable. Changes in the law may additionally make new technology developed in the future harder to protect. In many of these cases, we may have to expend additional resources to understand the implications of any new laws and adapt our intellectual property strategy accordingly.

While it is our policy to protect and defend our rights to our intellectual property, we cannot predict whether steps taken by us to protect our intellectual property will be adequate to prevent infringement, misappropriation, dilution, or other violations of our intellectual property rights. Third parties may knowingly or unknowingly infringe our intellectual property rights. Unauthorized use of some aspects of our proprietary technology may be difficult to detect, which may reduce our ability to take timely action. Additionally, third parties may challenge intellectual property rights held by us. These claims may result in restrictions on our use of, or ability to protect, our intellectual property or the conduct of our business. In any of these cases, we may be required to expend significant time and expense to prevent infringement or to enforce our rights. We also cannot guarantee that others will not independently develop technology with the same or similar functions to any proprietary technology we rely on to conduct our business and differentiate ourselves from our competitors. Unauthorized parties may also attempt to copy or obtain, reverse engineer, or use our technology to develop applications with the same functionality as our platform, and policing unauthorized use of our technology and intellectual property rights is difficult and may not be effective. In addition, the laws of some foreign countries may not be as protective of intellectual property rights as those of the United States, and mechanisms for enforcement of our intellectual property rights in such countries may be inadequate. If we are unable to protect our intellectual property rights (including in particular, the proprietary aspects of our platform) we may find ourselves at a competitive disadvantage to others who have not incurred the same level of expense, time and effort to create, and protect their intellectual property.

We also endeavor to enter into agreements with our team members and contractors in order to limit access to and disclosure of our confidential information, as well as to clarify rights to intellectual property and technology associated with our business. While these agreements will give us contractual remedies upon any unauthorized use or disclosure of our confidential information, intellectual property or technology, we cannot guarantee that we will be able to detect such unauthorized activity, or if detected, that our rights under these agreements will be effective in controlling access to, or use and distribution of, our confidential information, intellectual property or technology. Furthermore, protecting our intellectual property is particularly challenging after our team members or our contractors end their relationship with us, and, in some cases, decide to work for our competitors. Enforceability of the non-compete agreements that we have in place is not guaranteed, and contractual restrictions could be breached without discovery or adequate remedies.

We may use AI technologies offered by third parties to develop or assist in the development of our own software code. While use of such tools has the potential to make our development process more efficient, AI technologies may generate content that is “substantially similar” to proprietary or open source code on which the AI tool was trained. If the AI technologies we use generate code that is too similar to other proprietary code, or to software processes that are protected by patent, we could be subject to intellectual property infringement claims. We may also not be able to anticipate and detect security vulnerabilities in such artificial intelligence-generated software code. If these tools generate code that is too similar to open source code, we risk losing protection of our own proprietary code that is commingled with such code. Finally, to the extent we use third-party AI technologies to develop software code, the terms of use of these tools may state that the third-party provider retains rights in the generated code.

We may rely on licenses to use the intellectual property rights of third parties to conduct our business.

Although we do not materially rely on any individual license agreements to operate our business, we rely, in part, on products, technologies, and intellectual property that we license from third parties for use in operating our business. We anticipate that we will continue to rely on such third-party products, technologies and intellectual property in the future. We cannot be assured that these third-party licenses, or support for such licensed products and technologies, will continue to be available to us on commercially reasonable terms, if at all. We cannot be certain that our licensors are not infringing the intellectual property rights of others or that our suppliers and licensors have sufficient rights to the technology in all jurisdictions in which we may operate. Some of our license agreements may be terminated by our licensors for convenience or upon a change of control or upon expiration of their then-current terms. If we are unable to obtain or maintain rights to any of this technology because of intellectual property infringement claims brought by third parties against our suppliers and licensors or against us, or if we are unable to continue to obtain the technology or enter into new agreements on commercially reasonable terms, our ability to develop and offer our products and services incorporating such technology, and otherwise operate and expand our business, could be adversely affected. Many of the risks associated with the use of third-party products cannot be eliminated, and these risks could negatively affect our business.

If customers do not have sufficient rights to the content, technology, data, or other material that they provide or make available to us, our business and reputation may be adversely affected.

If customers do not have sufficient rights to the content, technology, data, or other materials associated with the advertising content that they provide, or if use of such items infringes or is alleged to infringe the intellectual property rights of third parties, we could be subject to claims from those third parties, which could adversely affect our business, results of operations, and financial condition. As a result, we may face potential liability for copyright, patent, trademark or other intellectual property infringement, or other claims. Litigation to defend these claims could be costly and have an adverse

effect on our business, results of operations, and financial condition. We cannot assure you that we are adequately insured to cover claims of these types or adequately indemnified for all liability that may be imposed on us as a result of these claims.

Our platform relies on third-party open-source software components. Failure to comply with the terms of the underlying open-source software licenses could expose us to liabilities, and the combination of open-source software with code that we develop could compromise the proprietary nature of our platform.

Our platform utilizes software licensed to us by third-party authors under “open-source” licenses and we expect to continue to utilize open-source software in the future. The use and distribution of open-source software may entail greater risks than the use of third-party commercial software, as open-source licensors generally do not provide support, warranties, indemnification or other contractual protections regarding infringement claims or the quality of the code. To the extent that our platform depends upon the successful operation of the open-source software we use, any undetected errors or defects in this open-source software could prevent the deployment or impair the functionality of our platform, delay new solutions introductions, result in a failure of our platform, and injure our reputation. For example, undetected errors or defects in open-source software could render it vulnerable to breaches or security attacks, and, in conjunction, make our systems more vulnerable to data breaches. Furthermore, some open-source licenses contain requirements that we make available source code for modifications or derivative works we create based upon the type of open-source software we use, or grant other licenses to our intellectual property as a condition of use. If we combine our proprietary software with open-source software in a specific manner, we could, under some open-source licenses, be required to release the source code of our proprietary software to the public. This would allow our competitors to create similar platforms with lower development effort and time and ultimately put us at a competitive disadvantage, or prevent us from enforcing our rights in our intellectual property against such competitors. From time to time, we may be subject to claims asserting licensed rights in, or demanding the release of, the source code for our proprietary software that was developed using such software, requiring us to provide attributions of any open-source software incorporated into our distributed software, or otherwise seeking to enforce the terms of the applicable open-source license. These claims could also result in litigation, require us to purchase a costly license or require us to devote additional research and development resources to re-engineer our software or change our products or services, any of which would have a negative effect on our business and results of operations.

Although we monitor our use of open-source software to avoid subjecting our platform to conditions we do not intend, we cannot assure you that our processes for controlling our use of open-source software in our platform will be effective. If we are held to have breached the terms of an open-source software license, we could be required to seek licenses from third parties to continue operating using our platform on terms that are not economically feasible, to re-engineer our platform or the supporting computational infrastructure to discontinue use of code, or to make generally available, in source code form, portions of our proprietary code.

We are subject to regulation with respect to political advertising, which lacks clarity and uniformity.

We are subject to regulation with respect to political advertising activities, which are governed by various federal and state laws in the United States, and national and provincial laws worldwide. Online political advertising laws are rapidly evolving and our customers may impose restrictions on receiving political advertising. The lack of uniformity and increasing compliance requirements around political advertising may adversely impact the amount of political advertising spent through our platform, increase our operating and compliance costs, and subject us to potential liability from regulatory agencies.

As a public reporting company, we are subject to rules and regulations established from time to time by the SEC and the NYSE regarding our internal control over financial reporting. If we fail to establish and maintain effective internal control over financial reporting and disclosure controls and procedures, we may not be able to accurately report our financial results, or report them in a timely manner.

As a public reporting company, we are subject to the rules and regulations established from time to time by the SEC and the NYSE. These rules and regulations require, among other things, that we establish and periodically evaluate procedures with respect to our internal control over financial reporting. Reporting obligations as a public company are likely to place a considerable strain on our financial and management systems, processes and controls, as well as on our personnel.

In addition, as a public company we will be required to document and test our internal control over financial reporting pursuant to Section 404(a) of the Sarbanes-Oxley Act so that our management can certify as to the effectiveness of our internal control over financial reporting by the time our second annual report is filed with the SEC and annually thereafter, which will require us to document and make significant changes to our internal control over financial reporting. Likewise, our independent registered public accounting firm will be required to provide an attestation report on the effectiveness of our internal control over financial reporting at such time as we cease to be an “emerging growth company,” as defined in the JOBS Act, and we become an accelerated or large accelerated filer. As described above, we could potentially qualify as an “emerging growth company” until as late as the last day of our fiscal year following the fifth anniversary of the completion of

our initial public offering. At such time, our independent registered public accounting firm may issue a report that is adverse in the event it is not satisfied with the level at which our internal controls over financial reporting are documented, designed, or operating.

We expect to incur costs related to implementing an internal audit and compliance function in the upcoming years to further improve our internal control environment. If we identify future deficiencies in our internal control over financial reporting or if we are unable to comply with the demands that will be placed upon us as a public company, including the requirements of Section 404 of the Sarbanes-Oxley Act, in a timely manner, we may be unable to accurately report our financial results, or report them within the timeframes required by the SEC. We also could become subject to sanctions or investigations by the SEC or other regulatory authorities. In addition, if we are unable to assert that our internal control over financial reporting is effective, if we are to issue a correction to our financial statements as a public company, whether immaterial or material, or if our independent registered public accounting firm is unable to express an opinion as to the effectiveness of our internal control over financial reporting, when required, investors may lose confidence in the accuracy and completeness of our financial reports, we may face restricted access to the capital markets and our stock price may be adversely affected. Any failure to implement and maintain effective internal control over financial reporting also could adversely affect the results of periodic management evaluations and annual independent registered public accounting firm attestation reports regarding the effectiveness of our internal controls over financial reporting that we will eventually be required to include in our periodic reports that are filed with the SEC. Ineffective disclosure controls and procedures and internal control over financial reporting could also cause investors to lose confidence in our reported financial and other information, which would likely have a negative effect on the trading price of our Class A common stock. In addition, if we are unable to continue to meet these requirements, we may not be able to remain listed on the NYSE.

Our management team has limited experience managing a public company, and the requirements of being a public company may strain our resources, divert management's attention, and affect our ability to attract and retain qualified board members.

As a public company listed in the United States, we will incur significant additional legal, accounting, and other expenses. In addition, changing laws, regulations, and standards relating to corporate governance and public disclosure, including regulations implemented by the SEC and the NYSE, may increase legal and financial compliance costs, and make some activities more time consuming. These laws, regulations and standards are subject to varying interpretations, and as a result, their application in practice may evolve over time as new guidance is provided by regulatory and governing bodies.

Most members of our management team have no experience managing a publicly traded company, interacting with public company investors, and complying with the increasingly complex laws pertaining to public companies. Our management team may not successfully or efficiently manage our transition to being a public company that is subject to significant regulatory oversight and reporting obligations under the federal securities laws and the continuous scrutiny of securities analysts and investors. Furthermore, we are committed to maintaining high standards of corporate governance and public disclosure, and our efforts to establish the corporate infrastructure required of a public company and to comply with evolving laws, regulations and standards are likely to divert management's time and attention away from revenue-generating activities to compliance activities, which may prevent us from implementing our business strategy and growing our business. Moreover, we may not be successful in implementing these requirements. If we do not effectively and efficiently manage ourselves as a public company or continue to develop and implement the right processes and tools to manage our changing enterprise and maintain our culture, our ability to compete successfully and achieve our business objectives could be impaired, which could negatively impact our business, financial condition and results of operations.

Additionally, as a public company, we may from time to time be subject to proposals by stockholders urging us to take certain corporate actions. If activist stockholder activity ensues, we may be required to incur additional costs to retain the services of professional advisors, management time and attention will be diverted from our core business operations, and perceived uncertainties as to our future direction, strategy or leadership may cause us to lose potential business opportunities and impair our brand and reputation, any of which could materially and adversely affect our business, financial condition and results of operations.

In addition to increasing our legal and financial compliance costs, the additional rules and regulations described above might also make it more difficult for us to obtain certain types of insurance, including director and officer liability insurance, and we might be forced to accept reduced policy limits and coverage or incur substantially higher costs to obtain the same or similar coverage. As a result, it may be more difficult for us to attract and retain qualified persons to serve on our board of directors, on committees of our board of directors or as members of our senior management team.

Risks Related to AI Technologies

We use AI technologies in our business, and the deployment, use and maintenance of these technologies involve significant technological and legal risks.

We develop and use third-party AI technologies in our business and are continuously improving our development and use of such AI technologies. For example, we use AI technologies in connection with (i) MNTN Matched, which uses AI technologies to match consumers with brands that they are most likely to engage with and (ii) our video creative platform that leverages generative AI technologies for sound generation, narration generation and image generation. As with many technological innovations, deploying, using and maintaining these AI technologies involves significant technological and legal risks and there can be no assurance that our investments in such AI technologies will always enhance our products or services or be beneficial to our business, including our efficiency or profitability.

In particular, if the models underlying these AI technologies are: (i) incorrectly designed or implemented; (ii) trained or reliant on incomplete, inadequate, inaccurate, biased or otherwise poor quality data, or on data to which we do not have sufficient rights or in relation to which we and/or the providers of such data have not implemented sufficient legal compliance measures; (iii) used without sufficient oversight and governance to ensure their responsible use; and/or (iv) adversely impacted by unforeseen defects, technical challenges, cybersecurity threats or material performance issues, the performance of our products, services and business, as well as our reputation, could suffer or we could incur liability resulting from the violation of laws or contracts to which we are a party or civil claims.

With respect to our products or services that incorporate AI technologies, the market for such products and services is rapidly evolving and market acceptance and consumer perceptions of products and services that incorporate AI technologies is uncertain.

We use AI technologies licensed from third parties in our products and solutions and our ability to continue to use such technologies at the scale we need may be dependent on access to specific third-party software and infrastructure. If any such third-party AI technologies become incompatible with our solutions or unavailable for use, or if the providers of such models unfavorably change the terms on which their AI technologies are offered or terminate their relationship with us, our solutions may become less appealing to our customers and our business will be harmed. In addition, to the extent any third-party AI technologies are used as a hosted service, any disruption, outage, or loss of information through such hosted services could disrupt our operations or solutions, damage our reputation, cause a loss of confidence in our solutions, or result in legal claims or proceedings, for which we may be unable to recover damages from the affected provider.

Certain of the data that we use in training our own proprietary AI models is licensed from third parties, and we are dependent upon our ability to obtain necessary data licenses on commercially reasonable terms, and such third parties' assurances that such data was obtained and provided to us lawfully. If a substantial number of data suppliers were to withdraw or withhold their data from us, or if we sever ties with our data suppliers based on their inability to meet our standards, our ability to provide certain products and services to our customers could be materially adversely impacted.

We use generative AI technologies in our products and solutions as well as our internal business practices, and the use of these generative AI technologies involves significant legal risks.

We incorporate third-party generative AI technologies (i.e., AI technologies that can produce and output new content, software code, data and information) into our solutions and internal business practices. There is a risk that generative AI technologies could produce biased, inaccurate or misleading content or other discriminatory or unexpected results or behaviors, such as hallucinatory behavior that can generate irrelevant, nonsensical, or factually incorrect results, all of which could harm our reputation, business, or customer relationships.

The generative AI technologies we leverage could generate output that is infringing, and we could be subject to claims or lawsuits, including for infringement of third-party intellectual property rights as a result of the output of such generative AI technologies. While some providers of AI technologies offer to indemnify their end users for any copyright or other intellectual property infringement claims arising from the output of their AI technologies, we may not be successful in adequately recovering our losses in connection with such claims.

In addition, we may experience difficulties in enforcing the intellectual property rights in output generated by generative AI technologies. For example, the United States Copyright Office has previously denied copyright protection for content generated by AI technologies.

The regulatory framework governing the use of AI technologies is rapidly evolving, and we cannot predict how future legislation and regulation will impact our ability to offer products or services that we develop which leverage AI technologies.

The regulatory framework for AI technologies is rapidly evolving as many federal, state and foreign government bodies and agencies have introduced or are currently considering additional laws and regulations relating to AI technologies. Additionally, existing laws and regulations may be interpreted in ways that would affect our use of AI technologies. As a result, implementation standards and enforcement practices are likely to remain uncertain for the foreseeable future, and we cannot yet determine the impact future laws, regulations, standards, or market perception of their requirements may have on our business and may not always be able to anticipate how to respond to these laws or regulations.

Already, certain existing legal regimes (e.g., relating to data privacy) regulate certain aspects of AI technologies, and new laws regulating AI technologies have entered into force in the United States and the EU. In the United States, legislation related to AI technologies has been introduced at the federal level and has been passed or proposed at the state level as well. For example, in 2025, the California Privacy Protection Agency finalized regulations under the CCPA regarding the use of automated decision-making technology, which went into effect on January 1, 2026. California, Colorado, and other states have enacted laws that further regulate the use of AI technologies and provide consumers with additional protections around companies' use of AI technologies, such as requiring companies to disclose certain uses of generative AI. Such laws have taken effect or will continue to take effect in 2026, such as the Colorado Artificial Intelligence Act, which will require developers and deployers of "high-risk" AI Technology to implement certain safeguards. We expect more laws focused on the development and deployment of AI technologies to be passed in the future, which will create more compliance requirements and potentially differing requirements across different jurisdictions in which we operate. Such additional regulations, and uncertainty around their enforceability, may impact our ability to develop, use and commercialize AI technologies in the future.

While our activities in the EU are currently limited, we may expand our business offerings in the future to make our AI technologies available to users in the EU. If so, then regulation regarding the use and deployment of AI technologies in the EU will become relevant to us, such as the EU Artificial Intelligence Act (the "EU AI Act"), which establishes a comprehensive, risk-based governance framework for AI in the EU market. The EU AI Act applies to companies that develop, use and/or provide AI in the EU and includes requirements around transparency, conformity assessments and monitoring, risk assessments, human oversight, security, accuracy, general purpose AI and foundation models, and proposes fines for breach of up to 7% of worldwide annual turnover.

It is possible that further new laws and regulations will be adopted in the United States and in other non-U.S. jurisdictions, or that existing laws and regulations, including competition and antitrust laws, may be interpreted or enforced in ways that would limit our ability to use AI technologies for our business, or require us to change the way we use AI technologies in a manner that negatively affects the performance of our products and services which leverage AI technologies. Furthermore, the Trump administration's approach to investment in and regulation of AI technologies has and is expected to continue to deviate from that of the previous administration and we will need to adapt to any changes that may result from such approach, including as the result of new or changing executive orders. For instance, the federal government may seek to preempt such state laws when they seek to govern certain topics, as evidenced by the Trump administration's "Ensuring a National Policy Framework for Artificial Intelligence" Executive Order signed on December 11, 2025. This order calls for federal standards and legislation that would preempt conflicting state AI regulations and create a federal litigation task force focused on challenging state AI laws in court. The cost to comply with such laws, regulations, or decisions and/or guidance interpreting existing laws, or to adjust our business plans based on changes to how such laws are enforced, could be significant and would increase our operating expenses (such as by imposing additional reporting obligations regarding our use of AI technologies). Such an increase in operating expenses, as well as any actual or perceived failure to comply with such laws and regulations, could adversely affect our business, financial condition and results of operations.

Risks Related to our Indebtedness

Our debt obligations contain restrictions that impact our business and expose us to risks that could materially adversely affect our liquidity and financial condition.

We may incur additional indebtedness in the future, including borrowings under the Revolving Credit Facility. Our indebtedness could have significant effects on our business, such as:

- requiring us to pledge a significant portion of our assets, including our intellectual property, as collateral;
- limiting our ability to borrow additional amounts to fund capital expenditures, acquisitions, debt service requirements, execution of our growth strategy and other purposes;

- limiting our ability to make investments, including acquisitions, loans and advances, and to sell, transfer or otherwise dispose of assets;
- requiring us to dedicate a substantial portion of our cash flow from operations to pay principal and interest on our borrowings, which would reduce availability of our cash flow to fund working capital, capital expenditures, acquisitions, execution of our growth strategy and other general corporate purposes;
- making us more vulnerable to adverse changes in general economic, industry and competitive conditions, in government regulation and in our business by limiting our ability to plan for and react to changing conditions;
- placing us at a competitive disadvantage compared with our competitors that have less debt; and
- exposing us to risks inherent in interest rate fluctuations because our borrowings are at variable rates of interest, which could result in higher interest expense in the event of increases in interest rates.

In addition, we may not be able to generate sufficient cash flow from our operations to repay our future indebtedness when it becomes due and to meet our other cash needs. If we are not able to pay our borrowings under future indebtedness as they become due, we will be required to pursue one or more alternative strategies, such as selling assets, refinancing or restructuring our indebtedness or selling additional debt or equity securities. We may not be able to refinance our future debt or sell additional debt or equity securities or our assets on favorable terms, if at all, and if we must sell our assets, it may negatively affect our business, financial condition and results of operations. In addition, we may be subject to prepayment penalties depending on when we repay our future indebtedness, which amounts could be material.

Restrictions imposed by our Revolving Credit Facility may materially limit our ability to operate our business and finance our future operations or capital needs.

The terms of our Revolving Credit Facility may restrict us and our subsidiaries from engaging in specified types of transactions. These covenants, subject to certain limitations and exceptions, restrict our ability, and that of our subsidiaries, to, among other things:

- incur indebtedness;
- incur liens;
- make investments, including engaging in mergers or acquisitions;
- convey, sell, lease, transfer or otherwise dispose of assets;
- pay dividends or make other distributions on equity interests, or redeem, repurchase or retire equity interests;
- make payments in respect of subordinated debt; and
- enter into transactions with affiliates.

Pursuant to our Revolving Credit Facility, we are at times required to maintain an Adjusted Quick Ratio (as defined in the Revolving Credit Facility). Our ability to borrow under our Revolving Credit Facility depends on our compliance with this financial covenant. Events beyond our control, including changes in general economic and business conditions, may affect our ability to satisfy the financial covenant. We cannot assure you that we will satisfy the financial covenant in the future, or that our lender will waive any failure to satisfy the financial covenant.

A breach of the financial covenant, or any other covenant in the documents governing our Revolving Credit Facility, could result in a default or event of default under our Revolving Credit Facility. In the event of any event of default under our Revolving Credit Facility, the lender could elect to terminate borrowing commitments and declare all borrowings and loans outstanding thereunder, if any, together with accrued and unpaid interest and any fees and other obligations, to be immediately due and payable. In addition, we are required to maintain no less than \$75 million of our depository and operating accounts with Western Alliance Bank, subject to certain limited exceptions. Further, substantially all of our assets are pledged as collateral under the Revolving Credit Facility and the lender could exercise its rights under the Revolving Credit Facility with respect to the collateral. Any such exercise of remedies on any material portion of such collateral would likely materially adversely affect our business, financial condition and results of operations.

If we were unable to repay or otherwise refinance borrowings and loans under the Revolving Credit Facility when due, and the lender proceeded against the collateral granted to them to secure the indebtedness under the Revolving Credit Facility, we may be forced into bankruptcy or liquidation. In the event the lender accelerates the repayment of any future borrowings, we

may not have sufficient assets to repay that indebtedness. Any acceleration of future borrowings under our Revolving Credit Facility or other outstanding indebtedness would also likely have a material adverse effect on us.

Risks Related to Taxation Matters

Our ability to use our net operating loss carryforwards and other tax attributes may be limited.

Under Sections 382 and 383 of the Internal Revenue Code of 1986, as amended (the “Code”), if a corporation undergoes an “ownership change,” generally defined as a greater than 50 percentage point change (by value) in its equity ownership by certain stockholders over a three-year period, the corporation’s ability to use its pre-change net operating loss carryforwards (“NOLs”) and other pre-change tax attributes (such as research and development tax credits) to offset its post-change income or taxes may be limited. We have experienced ownership changes in the past and may experience ownership changes in the future as a result of our initial public offering and/or subsequent shifts in our stock ownership (some of which are outside our control). As a result, our ability to use certain of our pre-change NOLs and tax credits to offset future taxable income, if any, is subject to limitations. Similar provisions of state tax law may also apply. As a result, even if we attain profitability, we may be unable to use a portion of our NOLs and tax credits.

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

We are subject to federal income taxes in the United States and state taxes in many states. Our effective tax rate could be adversely affected due to several factors, including:

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

As we expand the scale of our international business activities, any changes in the United States or foreign taxation of such activities may increase our worldwide effective tax rate and harm our business, financial condition, and results of operations.

In particular, new income or other tax laws or regulations could be enacted at any time, which could adversely affect our business operations and financial performance. Further, existing tax laws and regulations could be interpreted, modified, or applied adversely to us. The U.S. government may enact additional significant changes to the taxation of business entities including, among other changes, an increase in the corporate income tax rate, significant changes to the taxation of income derived from international operations and an addition of further limitations on the deductibility of business interest. We are currently unable to predict whether such additional changes will occur. If such changes are enacted or implemented, we are currently unable to predict the ultimate impact on our business and therefore there can be no assurance that our business will not be adversely affected.

Any successful action by state or other authorities to collect additional or past indirect taxes, including sales tax and other taxes, or to assert that we are subject to any taxes in a jurisdiction where we do not currently file could materially and adversely affect our business, financial condition and results of operations.

We are subject to taxes in the United States under federal, state and local jurisdictions in which we operate. Taxing authorities could assert that we have tax liability in jurisdictions where we do not currently file. A successful assertion that we should be collecting taxes in a jurisdiction where we have not historically done so could result in substantial tax liabilities for previous taxable periods or otherwise could materially and adversely affect our business, financial condition and results of operations.

In addition, it is possible that we could face indirect tax audits and that one or more states or local jurisdictions could seek to impose additional indirect or other tax collection and record-keeping obligations on us or may determine that such taxes should have, but have not been, paid by us. We could also be subject to audits in state, local and foreign jurisdictions for which we have not accrued tax liabilities. Further, the administrative or legislative expansion of a state’s sales tax base to

include digital goods or services could materially and adversely affect our business, financial condition and results of operations. While tax policy changes generally have prospective effects, some may be effective retroactively.

Risks Related to Ownership of Our Class A Common Stock

The market price for our Class A common stock may be volatile or may decline regardless of our operating performance, and you may not be able to resell your shares at or above the price at which you purchased such shares.

The market price of our Class A common stock may be highly volatile and may fluctuate or decline substantially as a result of a variety of factors, many of which are beyond our control, including:

- actual or anticipated changes or fluctuations in our results of operations;
- the guidance we may provide to analysts and investors from time to time, and any changes in, or our failure to perform in line with, such guidance;
- announcements by us or our competitors of new offerings or new or terminated contracts, commercial relationships or capital commitments;
- industry or financial analyst or investor reaction to our press releases, other public announcements, and filings with the SEC;
- rumors and market speculation involving us or other companies in our industry;
- future sales or expected future sales of our Class A common stock;
- investor perceptions of us and the industries in which we operate;
- price and volume fluctuations in the overall stock market from time to time;
- changes in operating performance and stock market valuations of other technology companies generally, or those in our industry in particular;
- failure of industry or financial analysts to maintain coverage of us, the issuance of new or updated reports or recommendations by any analysts who follow our company, or our failure to meet the expectations of investors;
- actual or anticipated developments in our business or our competitors' businesses or the competitive landscape generally;
- litigation involving us, other companies in our industry or both, or investigations by regulators into our operations or those of our competitors;
- developments or disputes concerning our intellectual property or proprietary rights or our platform, or third-party intellectual or proprietary rights;
- announced or completed acquisitions of businesses or technologies, or other strategic transactions by us or our competitors;
- actual or perceived breaches of, or failures relating to, privacy, data protection or data security;
- new laws or regulations or new interpretations of existing laws or regulations applicable to our business;
- actual or anticipated changes in our management or our board of directors;
- expiration of contractual lock-up agreements with our executive officers, directors and stockholders;
- material weaknesses, if any, in our internal control over financial reporting;
- general economic conditions and slow or negative growth of our target markets;
- other events or factors, including those resulting from war, incidents of terrorism or responses to these events; and
- the realization of any risks described under this "Risk Factors" section, or other risks that may materialize in the future.

Furthermore, the stock market has experienced extreme volatility that in some cases has been unrelated or disproportionate to the operating performance of particular companies. These and other factors may cause the market price and demand for our Class A common stock to fluctuate substantially, which may limit or prevent investors from readily selling their shares of Class A common stock and may otherwise negatively affect the liquidity of our Class A common stock.

The dual-class structure of our common stock has the effect of concentrating voting power with holders of our Class B common stock, who will have significant influence over us and, if acting together, will be able to control matters requiring stockholder approval.

Our Class A common stock has one vote per share and our Class B common stock has 10 votes per share. As of December 31, 2025, the holders of our outstanding Class B common stock held 76% of the voting power of our outstanding capital stock, which voting power may increase over time as Mr. Douglas exercises his options that are exercisable for shares of our Class B common stock. If all such outstanding options held by Mr. Douglas had been exercised for shares of our Class B common stock as of December 31, 2025, the shares held by Mr. Douglas would represent 34% of the voting power of our outstanding capital stock. As a result, Mr. Douglas and our principal stockholders will be able to exert significant influence over us and, if acting together, will be able to control matters requiring stockholder approval, including the election of our board of directors, the adoption of amendments to our Amended and Restated Certificate of Incorporation (as currently in effect, the "Certificate of Incorporation") and our Amended and Restated Bylaws (as currently in effect, the "Bylaws") and the approval of any merger, consolidation, sale of all or substantially all of our assets or other major corporate transactions. The interests of these stockholders may not always coincide with, and in some cases may conflict with, our interests and the interests of our other stockholders. For instance, these stockholders could attempt to delay or prevent a change in control of our company, even if such change in control would benefit our other stockholders, which could deprive our stockholders of an opportunity to receive a premium for their common stock. This concentration of ownership may also affect the prevailing market price of our common stock due to investors' perceptions that conflicts of interest may exist or arise. As a result, this concentration of ownership may not be in your best interests.

Additionally, future transfers by holders of our Class B common stock will generally result in those shares converting into our Class A common stock, subject to limited exceptions. The conversion of our Class B common stock to our Class A common stock will have the effect, over time, of increasing the relative voting power of those holders of our Class B common stock who retain their shares in the long term. As a result, it is possible that one or more of the persons or entities holding our Class B common stock could gain significant influence as other holders of our Class B common stock sell or otherwise convert their shares into our Class A common stock. In addition, the conversion of our Class B common stock into our Class A common stock would dilute holders of our Class A common stock in terms of voting power within our Class A common stock.

The dual-class structure of our common stock may adversely affect the trading market for our Class A common stock.

Certain stock index providers have excluded companies with multiple classes of shares of common stock from being added to certain stock indices. The multi-class structure of our common stock would therefore make us ineligible for inclusion in indices with such restrictions and, as a result, mutual funds, exchange-traded funds, and other investment vehicles that attempt to passively track those indices may not invest in our Class A common stock.

In addition, several stockholder advisory firms and large institutional investors have been critical of the use of multi-class structures. Such stockholder advisory firms may publish negative commentary about our corporate governance practices or our capital structure, which may dissuade large institutional investors from purchasing shares of our Class A common stock.

These actions could make our Class A common stock less attractive to other investors and may result in a less active trading market for our Class A common stock.

Future sales of substantial amounts of our Class A common stock in the public markets, or the perception that such sales might occur, could reduce the price that our Class A common stock might otherwise attain.

Future sales of a substantial number of shares of our Class A common stock in the public market, particularly sales by our directors, executive officers, and principal stockholders, or the perception that these sales could occur, could adversely affect the market price of our Class A common stock and may make it more difficult for you to sell your Class A common stock at a time and price that you deem appropriate. As of December 31, 2025, we had an aggregate of 55,825,847 shares of our Class A common stock outstanding, of which 10,139,993 was held by affiliates.

All of the issued and outstanding shares of our Class A common stock and our Class B common stock are eligible for future sale, subject to the applicable volume, manner of sale, holding periods, and other limitations of Rule 144. In addition, holders of our Class A and Class B common stock have certain rights to require us to register the sale of Class A common stock held

by such stockholders, including in connection with underwritten offerings. Sales of significant amounts of stock in the public market, or the perception that such sales may occur, could adversely affect prevailing market prices of our Class A common stock or make it more difficult for you to sell your shares of Class A common stock at a time and price that you deem appropriate.

The market price of our Class A common stock may drop significantly when we register the sale of our stockholders' remaining shares of our Class A common stock, or if there is an expectation that such a lapse of resale restrictions or registration of shares will occur. A decline in the trading price of our Class A common stock might impede our ability to raise capital through the issuance of additional shares of our Class A common stock or other equity securities and may impair your ability to sell shares of our Class A common stock at a price higher than the price you paid for them or at all.

Your ownership and voting power may be diluted by the issuance of additional shares of our common stock in connection with financings, acquisitions, investments, our equity incentive plans or otherwise.

Subject to compliance with applicable rules and regulations, we may issue additional shares of our Class A common stock or our Class B common stock or securities convertible into our Class A common stock from time to time for the consideration and on the terms and conditions established by our board of directors in its sole discretion, whether in connection with a financing, acquisition, investment, our equity incentive plans or otherwise. Each share of our Class B common stock has 10 votes on matters submitted to a vote of our stockholders and our Class A common stock has one vote. In addition, each share of Class B common stock can be converted at any time at the election of the holder into one share of Class A common stock.

As of December 31, 2025, we had 8,494,081 shares of our Class A common stock issuable upon the exercise of outstanding options at a weighted average exercise price of \$12.58 per share, 5,540,822 of which were vested as of such date, and additional shares of our common stock reserved for future issuance under our 2025 Incentive Award Plan. As of December 31, 2025, we had 11,810,410 shares of our Class B common stock issuable upon the exercise of outstanding options at a weighted average exercise price of \$3.79 per share, 4,724,164 of which were vested as of such date. As of December 31, 2025, we had 3,955,700 shares of restricted stock that are legally issued and outstanding and votable, but are not reflected as outstanding shares on the consolidated balance sheets. Any additional shares of our Class A common stock and our Class B common stock that we issue, including under our equity incentive plans that we may adopt in the future would dilute the percentage ownership and voting power held by the investors who purchase Class A common stock.

In the future, we may also issue additional securities if we need to raise capital, including, but not limited to, in connection with acquisitions, which could constitute a material portion of our then-outstanding shares of common stock. Any such issuance could substantially dilute the ownership and voting power of our existing stockholders and cause the market price of our common stock to decline.

We may issue shares of preferred stock in the future, which could make it difficult for another company to acquire us or could otherwise adversely affect holders of our Class A common stock, which could depress the price of our Class A common stock.

Our Certificate of Incorporation authorizes us to issue one or more series of preferred stock. Our board of directors have the authority to determine the preferences, limitations, and relative rights of the shares of preferred stock and to fix the number of shares constituting any series and the designation of such series, without any further vote or action by our stockholders. Our preferred stock could be issued with voting, liquidation, dividend, and other rights superior to the rights of our Class A common stock. The potential issuance of preferred stock may delay or prevent a change in control of our company, discouraging bids for our Class A common stock at a premium to the market price, and materially and adversely affect the market price and the voting and other rights of the holders of our Class A common stock.

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

We are a Delaware corporation, and the anti-takeover provisions of Delaware law impose various impediments to the ability of a third party to acquire control of us, even if a change of control would be beneficial to our existing stockholders. In addition, our Certificate of Incorporation and Bylaws contain provisions that could have the effect of rendering more difficult, delaying or preventing an acquisition deemed undesirable by our board of directors, including transactions in which

stockholders might otherwise receive a premium for their shares. Among others, our Certificate of Incorporation and Bylaws include the following provisions:

- the dual-class structure that provides holders of shares of our Class B common stock with the ability to significantly influence the outcome of matters requiring stockholder approval, even if they own significantly less than a majority of the shares of our outstanding capital stock;
- the delegation to our board of directors of the exclusive right to expand the size of our board of directors and to elect directors to fill a vacancy created by any such expansion or the resignation, death or removal of a director, which will prevent stockholders from being able to fill vacancies on our board of directors;
- the division of our board of directors into three classes, with each class serving staggered three-year terms, which may delay the ability of stockholders to change the membership of a majority of our board of directors;
- limitations on convening special stockholder meetings, which could make it difficult for our stockholders to adopt desired governance changes;
- advance notice procedures, which apply for stockholders to nominate candidates for election as directors or to bring matters before an annual meeting of stockholders, which may discourage or deter a potential acquirer from conducting a solicitation of proxies to elect the acquirer's own slate of directors or otherwise attempting to obtain control of our company;
- a prohibition on stockholder action by written consent, which means that our stockholders will only be able to take action at a meeting of stockholders;
- a forum selection clause, which means certain litigation against us can only be brought in Delaware;
- no authorization of cumulative voting, which limits the ability of minority stockholders to elect director candidates;
- directors will only be able to be removed for cause and only by the affirmative vote of two-thirds of the voting power of our then-outstanding capital stock;
- certain amendments to our Certificate of Incorporation and Bylaws require the approval of two-thirds of the voting power of our then-outstanding capital stock;
- the affirmative vote of two-thirds of the voting power of our then-outstanding capital stock, voting as a single class, will be required for stockholders to amend or adopt any provision of our Bylaws; and
- the authorization of undesignated or "blank check" preferred stock, the terms of which may be established and shares of which may be issued without further action by our stockholders, which could be used to significantly dilute the ownership and voting rights of a hostile acquirer.

These provisions, alone or together, could delay or prevent hostile takeovers and changes in control or changes in our management. In addition, as a Delaware corporation, we are also subject to Section 203 of the Delaware General Corporation Law ("DGCL"), which prevents stockholders holding more than 15% of our outstanding capital stock from engaging in certain business combinations unless (i) prior to the time such stockholder became an interested stockholder, the board approved the transaction that resulted in such stockholder becoming an interested stockholder, (ii) upon consummation of the transaction that resulted in such stockholder becoming an interested stockholder, the interested stockholder owned 85% of the common stock or (iii) following board approval, the business combination receives the approval of the holders of at least two-thirds of our outstanding common stock not held by such interested stockholder.

Any provision of our Certificate of Incorporation, Bylaws or Delaware law that has the effect of delaying, preventing, or deterring a change in control could limit the opportunity for our stockholders to receive a premium for their shares of our common stock. 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 they are viewed by investors as discouraging future takeover attempts or other transactions that may be in the best interests of our stockholders or that may otherwise enable them to obtain a greater return on their investment, which may impair your ability to sell shares of our Class A common stock at a price greater than the price you paid for them or at all.

Our Certificate of Incorporation provides that the Court of Chancery of the State of Delaware is the sole and exclusive forum for substantially all disputes between us and our stockholders, and federal district courts are the sole and exclusive

forum for Securities Act claims, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers, or team members.

Our Certificate of Incorporation provides that, unless we consent to the selection of an alternative forum, the Court of Chancery of the State of Delaware is the sole and exclusive forum for: (a) any derivative action or proceeding brought on our behalf; (b) any action asserting a claim of breach of fiduciary duty owed by any of our directors, officers, team members or other agents to us or to our stockholders; (c) any action asserting a claim arising pursuant to the DGCL, our Certificate of Incorporation or Bylaws (as either may be amended and/or restated), or as to which the DGCL confers exclusive jurisdiction on the Court of Chancery of the State of Delaware; or (d) any action asserting a claim governed by the internal affairs doctrine. Under our Certificate of Incorporation, this exclusive forum provision will not apply to claims which are vested in the exclusive jurisdiction of a court or forum other than the Court of Chancery of the State of Delaware, or for which the Court of Chancery of the State of Delaware does not have subject matter jurisdiction. For instance, the provision would not apply to actions arising under federal securities laws, including suits brought to enforce any liability or duty created by the Securities Act, Exchange Act, or the rules and regulations thereunder. Our Certificate of Incorporation further provides that, unless we consent in writing to the selection of an alternative forum, the federal district courts of the United States shall, to the fullest extent permitted by law, be the sole and exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act. There is uncertainty as to whether a court would enforce this provision with respect to claims under the Securities Act, and our stockholders cannot waive compliance with the federal securities laws and the rules and regulations thereunder. The choice of forum provisions may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers, team members or other agents, which may discourage such lawsuits against us and our directors, officers, team members and other agents. Alternatively, if a court were to find the choice of forum provisions contained in our 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 adversely affect our business, financial condition and results of operations.

Our Certificate of Incorporation provides that the doctrine of "corporate opportunity" will not apply with respect to any director or stockholder who is not employed by us or our subsidiaries.

The doctrine of corporate opportunity generally provides that a corporate fiduciary may not develop an opportunity using corporate resources, acquire an interest adverse to that of the corporation or acquire property that is reasonably incident to the present or prospective business of the corporation or in which the corporation has a present or expectancy interest, unless that opportunity is first presented to the corporation and the corporation chooses not to pursue that opportunity. The doctrine of corporate opportunity is intended to preclude officers or directors or other fiduciaries from personally benefiting from opportunities that belong to the corporation. Our Certificate of Incorporation, to the fullest extent permitted from time to time by Delaware law, renounces any interest or expectancy that we otherwise would have in, and all rights to be offered an opportunity to participate in, any business opportunity that from time to time may be presented to any director or stockholder party to the A&R IRA (as defined below) who is not employed by us or our subsidiaries (each such person, an "exempt person"). In addition, to the fullest extent permitted by law, if an exempt person acquires knowledge of a potential transaction or other business opportunity which may be a corporate opportunity for itself, himself or herself or its, his or her affiliates or for us or our subsidiaries, such exempt person will have no duty to communicate or offer such transaction or business opportunity to us or any of our subsidiaries and such exempt person may take any such transaction or opportunity for themselves or offer it to another person or entity.

As a result, certain of our stockholders, directors and their respective affiliates will not be prohibited from operating or investing in competing businesses. We therefore may find ourselves in competition with certain of our stockholders, directors or their respective affiliates, and we may not have knowledge of, or be able to pursue, transactions that could potentially be beneficial to us. Accordingly, we may lose a corporate opportunity or suffer competitive harm, which could negatively impact our business and growth prospects.

We are highly dependent on our chief executive officer, as well as our senior management team, and our business and growth may be adversely affected if we fail to attract, retain, and motivate key personnel.

Our future success depends in significant part on the continued service of our key management and engineering personnel, including our founder and CEO, Mark Douglas. Our ability to compete and grow depends in part on the efforts and talents of our team members and executives, who are important to our vision, strategic direction, culture, products, and technology. The loss of Mr. Douglas or any other member of our senior management team could cause disruption and adversely affect our business, financial condition and results of operations.

In addition, our ability to execute our strategy depends in part on our continued ability to identify, hire, develop, motivate, and retain highly skilled team members. In particular, our brand marketing, which we view as a key differentiator for our success, is highly dependent on the experience and global influence of our creative team, which includes globally recognized

figures with substantial social media followings, as well as renowned industry leaders. Any unfavorable publicity regarding such figures or us could negatively impact our brand marketing or otherwise cause us reputational harm, which could have an adverse effect on our business, results of operations, and financial condition. We believe that our corporate culture has been an important factor in our ability to hire and retain key team members, and if we are unable to maintain our corporate culture as we grow, we may be unable to foster the innovation, creativity, and teamwork we believe we need to support our growth. While we believe we compete favorably, competition for highly skilled team members is intense. Interviewing, hiring, and integrating new team members has been and will continue to be particularly challenging during the adoption of our entirely remote working plans. As part of our entirely remote working plans, we will devote increased efforts to maintaining our collaborative culture, including through the use of videoconferencing and other online communication and sharing tools, and to monitoring the health, safety, morale, and productivity of our team members, including new team members. If we are unable to identify, hire, and retain highly skilled team members, our business, financial condition, and results of operations could be adversely affected.

Our business is subject to the risk of catastrophic events such as pandemics, earthquakes, flooding, fire, and power outages, and to interruption by man-made problems such as terrorism.

Our business is vulnerable to damage or interruption from pandemics, earthquakes, flooding, fire, power outages, telecommunications failures, terrorist attacks, acts of war, human errors, break-ins, the conflicts in Ukraine, the Middle East and tensions between China and Taiwan, and economic sanctions imposed in connection with such conflicts, and similar events. A significant natural disaster could have a material adverse effect on our business, results of operations, and financial condition, and our insurance coverage may be insufficient to compensate us for losses that may occur. In addition, acts of terrorism, which may be targeted at metropolitan areas that have higher population density than rural areas, could cause disruptions in our or customers' and partners' businesses or the economy as a whole. Our servers may also be vulnerable to computer viruses, break-ins, denial-of-service attacks, and similar disruptions from unauthorized tampering with our computer systems, which could lead to interruptions, delays, loss of critical data. We may not have sufficient protection or recovery plans in some circumstances, such as natural disasters affecting the United States. As we rely heavily on our data center facilities, computer and communications systems and the Internet to conduct our business and provide high-quality customer service, these disruptions could negatively impact our ability to run our business and either directly or indirectly disrupt customers' and partners' businesses, which could have an adverse effect on our business, results of operations, and financial condition.

We are an "emerging growth company" and we cannot be certain if the reduced disclosure requirements applicable to emerging growth companies will make our Class A common stock less attractive to investors.

For so long as we remain an "emerging growth company" as defined in the JOBS Act, we may take advantage of certain exemptions from various requirements that are applicable to public companies that are not "emerging growth companies." These provisions include, among other exemptions, that:

- we are permitted to have only two years of audited financial statements and only two years of related Management's Discussion and Analysis of Financial Condition and Results of Operations disclosure;
- we are not required to engage an auditor to report on our internal controls over financial reporting pursuant to Section 404(b) of the Sarbanes-Oxley Act;
- we are not required to comply with any requirement that may be adopted by the PCAOB regarding mandatory audit firm rotation or a supplement to the auditor's report providing additional information about the audit and the financial statements (i.e., an auditor discussion and analysis);
- we are not required to submit certain executive compensation matters to stockholder advisory votes, such as "say-on-pay," "say-on-frequency" and "say-on-golden parachutes;" and
- we are not required to disclose certain executive compensation related items such as the correlation between executive compensation and performance and comparisons of the chief executive officer's compensation to median employee compensation.

We may take advantage of these exemptions until the last day of our fiscal year following the fifth anniversary of the closing of our initial public offering or such earlier time that we are no longer an emerging growth company. We will cease to be an emerging growth company if (i) we have \$1.235 billion or more in annual revenue in any fiscal year, (ii) if we qualify as a "large accelerated filer," as defined in the rules under the Exchange Act, which, will occur if the market value of our common stock held by non-affiliates exceeds \$700 million as of the end of our most recently completed second fiscal quarter, we have been subject to the Exchange Act reporting requirements for at least 12 calendar months and we have filed at least one

Annual Report on Form 10-K, or (iii) we issue more than \$1.0 billion of non-convertible debt over a three-year period. We have elected to take advantage of certain of the reduced reporting and other obligations described above and intend to take advantage of reduced reporting requirements in the future for so long as we are able to do so. The JOBS Act also permits an emerging growth company like us to delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. We have elected to use this extended transition period for complying with new or revised accounting standards until the earlier of the date we (x) are no longer an emerging growth company, or (y) affirmatively and irrevocably opt-out of the extended transition period provided in the JOBS Act. As a result, our consolidated financial statements and the reported results of operations contained therein may not be directly comparable to those of other public companies.

We cannot predict if investors will find our Class A common stock less attractive because we may rely on these exemptions. If some investors find our Class A common stock less attractive as a result, there may be a less active trading market for our Class A common stock and our stock price may decline or be more volatile.

We do not anticipate paying dividends on our Class A common stock in the foreseeable future. As a result, your ability to achieve a return on your investment will depend on appreciation in the price of our Class A common stock.

We have never declared or paid any cash dividends on our Class A common stock or Class B common stock and do not anticipate paying any cash dividends on our Class A common stock or Class B common stock in the foreseeable future. We anticipate that we will retain all of our available funds and any future earnings for use in the operation and expansion of our business. Any future determination as to the payment of cash dividends will be at the discretion of our board of directors and will depend on, among other things, our business prospects, financial condition, results of operations, current and anticipated cash needs and availability, industry trends and other factors that our board of directors may consider to be relevant. Our ability to pay cash dividends on our Class A common stock in the future may also be limited by the terms of any preferred securities we may issue or financial and other covenants in any instruments or agreements governing any additional indebtedness we may incur in the future. Consequently, investors who purchase shares of our Class A common stock may be unable to realize a return on their investment except by selling such shares after price appreciation, which may never occur. Our inability or decision not to pay dividends, particularly when others in our industry have elected to do so, could also adversely affect the market price of our Class A common stock.

We may be subject to securities litigation, which is expensive and could divert management attention.

The market price of our Class A common stock may be volatile and, in the past, companies that have experienced volatility in the market price of their stock have been subject to securities class action litigation. We may be the target of this type of litigation in the future. Securities litigation against us could result in substantial costs and divert our management's attention from other business concerns, which could seriously harm our business.

General Risk Factors

Unfavorable conditions in our industry or the global economy or reductions in information technology spending could limit our ability to grow our business and negatively affect our results of operations.

Our results of operations may vary based on the impact of changes in our industry and the global economy on us and our customers. Current or future economic uncertainties or downturns could adversely affect our business, financial condition and results of operations. Negative conditions in the general economy both in the United States and abroad, including conditions resulting from changes in gross domestic product growth, financial, and credit market fluctuations, inflation, interest rate volatility, labor shortages, political turmoil, natural catastrophes, major epidemics or pandemics, or outbreak of infectious disease, warfare, protests and riots, and terrorist attacks on the United States, Europe, the Middle East and the Asia Pacific region, or elsewhere, could cause a decrease in business investments by our customers and potential customers, including spending on information technology, and negatively affect the growth of our business. To the extent our offerings are perceived by customers and potential customers as discretionary, our revenue may be disproportionately affected by delays or reductions in general information technology spending. Also, customers may choose to develop in-house software as an alternative to using our offerings. Moreover, competitors may respond to market conditions by lowering prices. We cannot predict the timing, strength or duration of any economic slowdown, instability or recovery, generally or within any particular industry. If the economic conditions of the general economy or markets in which we operate do not improve, or worsen from present levels, our business, financial condition and results of operations could be adversely affected.

The U.S. government recently announced tariffs on products imported from jurisdictions outside the United States and has made announcements regarding the potential imposition of tariffs on other jurisdictions. The U.S. government may in the future impose, reimpose, increase, or pause tariffs, and countries subject to such tariffs have and, in the future may, impose reciprocal tariffs or impose other protectionist or retaliatory trade measures in response. Any deterioration in general

economic conditions, including as a result of the geopolitical environment or inflation (as well as government policies such as raising interest rates in response to inflation), could increase uncertainties and risks relating to our customers' demand and the overall demand for advertising or to the economic health of our current and prospective marketers. There can be no assurance that we will be able to mitigate the impacts of the foregoing or any future changes in global trade dynamics on our business.

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

Our estimates of market opportunity and forecasts of market growth 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, including as a result of any of the risks described in this Form 10-K.

In addition, the variables that go into the calculation of our market opportunity are subject to change over time, and there is no guarantee that any particular number or percentage of addressable users or companies covered by our market opportunity estimates will purchase our offerings or generate any particular level of revenue for us. In addition, our ability to expand in any of our target markets depends on a number of factors, including the cost, performance, and perceived value associated with our platform and those of our competitors. Even if the markets in which we compete meet the size estimates and forecasted growth, our business could fail to grow at similar rates, or at all. Our growth is subject to many factors, including our success in implementing our business strategy, which is subject to many risks and uncertainties. Accordingly, our forecasts of market growth should not be taken as indicative of our future growth.

If industry or financial analysts do not publish research or reports about our business, or if they issue inaccurate or unfavorable research regarding our Class A common stock, the market price and trading volume of our Class A common stock could decline.

The trading market for our Class A common stock is influenced by the research and reports that industry or financial analysts publish about us and our business. We do not control these analysts or the content and opinions included in their reports. As a newly public company, we may be slow to attract research coverage and the analysts who publish information about our Class A common stock will have had relatively little experience with our company, which could affect their ability to accurately forecast our results and make it more likely that we fail to meet their estimates. In the event we obtain industry or financial analyst coverage, if any of the analysts who cover us issues an inaccurate or unfavorable opinion regarding our company, the market price of our Class A common stock would likely decline. In addition, the share prices of many companies in the technology industry have declined significantly after those companies have failed to meet, or significantly exceed, the financial guidance they have publicly announced or the expectations of analysts and investors. If our financial results fail to meet, or significantly exceed, our announced guidance or the expectations of analysts or investors, analysts could downgrade our Class A common stock or publish unfavorable research about us. If one or more of these analysts cease coverage of our company or fail to publish reports on us regularly, our visibility in the financial markets could decrease, which in turn could cause the market price or trading volume of our Class A common stock to decline.

Our disclosure controls and procedures may not prevent or detect all errors or acts of fraud.

We are subject to the periodic reporting requirements of the Exchange Act. We designed our disclosure controls and procedures to provide reasonable assurance that information we must disclose in reports we file or submit under the Exchange Act is accumulated and communicated to management, and recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC. We believe that any disclosure controls and procedures, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met.

These inherent limitations include the realities that judgments in decision making can be faulty, and that breakdowns can occur because of 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 an unauthorized override of the controls. Accordingly, because of the inherent limitations in our control system, misstatements due to error or fraud may occur and not be detected.

Our reported financial results may be adversely affected by changes in accounting principles generally accepted in the United States.

GAAP is subject to interpretation by the Financial Accounting Standards Board, the SEC, and various bodies formed to promulgate and interpret appropriate accounting principles. The accounting for our business can be complicated and is subject to change based on the evolution of our business model, interpretations of relevant accounting principles, enforcement of existing or new regulations, and changes in SEC or other agency policies, rules, regulations, and interpretations of accounting regulations. Changes to our business model and accounting methods, principles, or interpretations could result in

changes to our consolidated financial statements, including changes in revenue and expenses in any period, or in certain categories of revenue and expenses moving to different periods, may result in materially different financial results, and may require that we change how we process, analyze, and report financial information and our financial reporting controls.

We may need additional capital in the future to meet our financial obligations and to pursue our business objectives. Additional capital may not be available on favorable terms, or at all, which could compromise our ability to meet our financial obligations and grow our business.

We may need to raise additional capital to fund operations in the future or to finance acquisitions or other business objectives. Additional capital may not be available on favorable terms or at all. Lack of sufficient capital resources could significantly limit our ability to meet our financial obligations or to take advantage of business and strategic opportunities. Any additional capital raised through the sale of equity or convertible debt securities would dilute your stock ownership, and any new equity securities we issue could have rights, preferences, and privileges superior to those of holders of our Class A common stock. Any debt financing we secure in the future could involve restrictive covenants relating to our capital raising activities and other financial and operational matters, which may make it more difficult for us to obtain additional capital and to pursue business opportunities, including potential acquisitions. In addition, during times of economic instability, it has been difficult for many companies to obtain financing in the public markets or to obtain debt financing, and we may not be able to obtain adequate financing or financing on terms satisfactory to us when we require it, and as such we may be required to delay, reduce the scope of, or eliminate material parts of our business strategy, including potential additional acquisitions or development of new technologies and expansion of our business.

We utilize Insured Cash Sweep services to reduce the exposure of our cash and cash equivalent balances that exceed FDIC limits at any one financial institution. As such, our exposure is limited to daily net inflows that are greater than the FDIC limit, which is eliminated at the end of the day when the excess funds are swept out. However, we may, from time to time, have bank deposits at one financial institution in excess of FDIC insured limits. Market conditions can impact the viability of these institutions. In the event of failure of the financial institutions where we maintain our cash and cash equivalents or if there is continued turmoil in the banking industry generally, we may not be able to access uninsured funds in a timely manner or at all, which would adversely impact our business, financial condition and results of operations.

If our estimates or judgments relating to our critical accounting policies are based on assumptions that change or prove to be incorrect, our results of operations could fall below the expectations of securities analysts and investors, resulting in a decline in the trading price of our Class A common stock.

The preparation of our consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in our consolidated financial statements and accompanying notes. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances, as discussed in Part II, Item 7. “Management’s Discussion and Analysis of Financial Condition and Results of Operations” included in this Form 10-K, the results of which form the basis for making judgments about the carrying values of assets, liabilities, equity, revenue, and expenses that are not readily apparent from other sources. Our results of operations may be adversely affected if our assumptions change or if actual circumstances differ from those in our assumptions, which could cause our results of operations to fall below our publicly announced guidance or the expectations of securities analysts and investors, resulting in a decline in the market price of our Class A common stock.

Item 1B. Unresolved Staff Comments

None.

Item 1C. Cybersecurity

Risk Management and Strategy

We have established policies and processes for assessing, identifying, and managing material risk from cybersecurity threats, and have integrated these processes into our overall risk assessment and risk management procedures. We routinely assess material risks from cybersecurity threats, including any potential unauthorized occurrence on, or conducted through, our information systems, that may result in adverse effects on the confidentiality, integrity, or availability of our information systems or any information residing therein.

As part of our overall risk management system, we have implemented an information security incident response process to consistently detect, respond, and report incidents, minimize loss and destruction, mitigate the weaknesses that were exploited, and restore information system functionality and business continuity as soon as possible. These processes include continuous monitoring of threats through intrusion detection systems and other monitoring applications, procedures for identifying, responding, assessing and analyzing information security incidents, and the communication of information security incidents with internal and external stakeholders.

We operate exclusively on third-party hosted servers that are accessed via web applications. All physical and environmental security controls are maintained by our third-party hosting partners. We review their SOC-2 reports at least annually to ensure the existence and effective operation of their physical security controls. We engage third parties to perform penetration tests of our systems.

As of the date of this report, we have not experienced any cybersecurity incidents that have materially affected us, including our business strategy, results of operations, or financial condition. For certain risks from cybersecurity threats that may materially affect our business strategy, results of operations, or financial condition, see Item 1A, “Risk Factors,” including the section titled, “Platform outages or disruptions, including any interruptions due to cyberattacks or other cybersecurity incidents, or our or our third-party providers’ failure to maintain adequate security and supporting infrastructure as we scale, could damage our reputation and our business, results of operations, and financial condition.”

Governance

Our Board of Directors considers cybersecurity risk as part of its risk oversight function and has delegated to the Audit Committee oversight of cybersecurity and other information technology risks. The Audit Committee oversees management’s implementation of our cybersecurity risk management program.

Our Chief Technology Officer (“CTO”) oversees engineering, production operations and program management. In this role, he is responsible for the Information Security Management System (“ISMS”), within which all our internal and customer-facing IT systems operate. In addition to our CTO, the rest of our executive leadership is involved in the design, review and approval of all ISMS policies. Our CTO has over 20 years of experience building and shipping stable, secure IT systems and products at multiple enterprises. Our engineering team is comprised of technically skilled professionals with multiple industry security certifications, including CISSP and CCSP. In addition, our Senior Director of IT and Infrastructure has over 20 years of experience in cybersecurity, including monitoring, detecting, mitigating, and preventing cybersecurity incidents. The CTO and senior members of our engineering team provide quarterly updates to the Audit Committee regarding our cybersecurity risks and activities, including any known cybersecurity incidents and related responses.

Item 2. Properties

None.

Item 3. Legal Proceedings

From time to time, we may be involved in claims and proceedings arising in the course of our business. The outcome of such claims or proceedings, regardless of merit, is inherently uncertain. For a description of our legal proceedings, refer to Note 11, “Commitments and Contingencies” of the consolidated financial statements included elsewhere in this Form 10-K, which is incorporated herein by reference.

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

Market Information for Common Stock

Our Class A common stock is traded on the New York Stock Exchange under the symbol "MNTN." Our Class B common stock is not listed nor traded on any stock exchange.

Stockholders

As of February 2, 2026, there were approximately 183 stockholders of record of our Class A common stock and 7 stockholders of record of our Class B common stock. These numbers do not include those who hold in "street name" or beneficial holders, whose shares are held of record by banks, brokers, financial institutions and other nominees.

Dividend Policy

We have never declared or paid any cash dividends on our Class A common stock or Class B common stock and do not anticipate paying any cash dividends on our Class A common stock or Class B common stock in the foreseeable future. We anticipate that we will retain all of our available funds and any future earnings for use in the operation and expansion of our business. Any future determination as to the payment of cash dividends will be at the discretion of our board of directors and will depend on, among other things, our business prospects, financial condition, results of operations, current and anticipated cash needs and availability, industry trends and other factors that our board of directors may consider to be relevant.

Recent Sales of Unregistered Securities

None.

Purchases of Equity Securities by the Issuer and Affiliated Purchases

None.

Item 6. [Reserved]

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

The following discussion and analysis of our financial condition and results of operations is intended to help the reader understand our Company, business, operations and present business environment and is provided as a supplement to, and should be read in conjunction with, our consolidated financial statements and the related notes to those statements included elsewhere in this Form 10-K. Some of the numbers included herein have been rounded for the convenience of presentation. Some of the information included in this discussion and analysis or set forth elsewhere in this Form 10-K, including information with respect to our plans and strategy for our business, includes forward-looking statements that involve risks and uncertainties. You should review the "Cautionary Note Regarding Forward-Looking Statements and Summary Risk Factors" and "Risk Factors" sections of this 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.

Overview

MNTN is on a mission to transform CTV into a next-generation performance marketing channel.

Our revolutionary PTV software platform allows marketers, for the first time, to combine the powerful storytelling format of TV advertising with the targeting and measurement capabilities of paid search and social advertising. Our self-serve software enables marketers to precisely target audiences and then directly tie each view to a purchase or other action. Marketers set performance goals, such as ROAS, and our algorithms continuously optimize a campaign around key metrics to drive higher performance. Since we launched our PTV platform, our company has experienced rapid growth due to the robust performance our platform delivers to our customers.

From emerging companies to large brands, marketers can easily manage CTV campaigns with minimal dedicated resources. Our self-serve platform provides a single user interface across campaign setup, audience targeting, programmatic bidding, ad serving, attribution and reporting.

Our company was founded in 2009 by Mark Douglas, a pioneer and thought leader in the performance marketing industry. We set out to help marketers target households with performance display advertisements across desktop, mobile and other devices. In 2018, we saw an opportunity in CTV, and we began developing purpose-built CTV technologies leveraging our existing audience targeting and measurement expertise. Since the launch of our PTV offering, we have quickly advanced our key technological capabilities (e.g., data integration, algorithms, user interface, reporting, etc.).

Initial Public Offering

On May 23, 2025, we closed our initial public offering ("IPO"), in which 8,400,000 shares of our Class A common stock were issued and sold at \$16.00 per share ("IPO Price"). We received net proceeds of \$114.8 million after deducting underwriting discounts and commissions of \$9.1 million and offering costs of approximately \$10.6 million. Certain of our existing stockholders ("Selling Stockholders") offered and sold an additional 3,300,000 shares of our Class A common stock at the IPO Price in a secondary offering, for which we received no proceeds, and all net proceeds were received by the Selling Stockholders. In connection with the secondary offering, on May 23, 2025, the underwriters for the IPO purchased an additional 1,755,000 shares of Class A common stock pursuant to the exercise of their option in full to purchase additional shares from the Selling Stockholders at the IPO Price less underwriting discounts and commissions, with all net proceeds going to the Selling Stockholders.

Business Model

Customers use our PTV software platform to drive performance marketing outcomes measured by ROAS. Customers set the parameters of their campaign, including budget, duration and desired performance goals, and our platform automatically executes the campaign using proprietary algorithms based on the parameters defined by our customers. Our leading PTV technology and business model help drive our ability to efficiently attract new customers to our platform, retain them, and increase their ad spend. We expect our revenue to continue to increase as CTV adoption expands and more brands increase their PTV spend.

We generate and grow our revenue primarily by driving new customers to our platform and through existing customers increasing their spend on our platform. Our initial focus was on mid-sized businesses, and subsequently, we began expanding our focus to small businesses, many of whom have never advertised on TV before.

Over the last several years, we made significant investments in our long-term growth. We invested in technology, development and operations to enhance platform features in our infrastructure, including our information technology, financial and administrative systems and controls, to support our operations, and in sales and marketing to acquire new customers and grow usage by existing customers. We believe the initial benefits of these investments were realized in our 2024 and 2025 financial results. We plan to continue to invest in the long-term growth of the Company, including development of cutting-edge technology, as well as continued investment in customer acquisition and customer growth. Given the operating leverage in our business and the investments that we have made, we expect to continue to improve our Adjusted EBITDA margin in the long term as our revenue continues to scale.

Key Performance Indicator and Non-GAAP Financial Measures

In addition to the measures presented in our consolidated financial statements, we use the following key performance indicator and non-GAAP financial measures to evaluate the health of our business, measure our performance, identify trends affecting our growth, formulate goals and objectives and make strategic decisions. Accordingly, we believe our key performance indicator and non-GAAP financial measures provide useful information to investors and others in understanding and evaluating our results of operations in the same manner as our management team. Our key performance indicator and non-GAAP financial measures are presented for supplemental informational purposes only, and should not be considered a substitute for financial information presented in accordance with GAAP and may be different from similarly titled metrics or measures presented by other companies.

PTV Customers

PTV Customers refers to the aggregate number of unique customers that use our PTV platform as part of their CTV campaigns in the twelve-month period preceding the date indicated. We believe the number of PTV Customers is an important key performance indicator for investors because it helps assess the reach of our PTV platform as well as our brand awareness.

The following table summarizes our key performance indicator for each period presented below:

	Years Ended December 31,	
	2025	2024
PTV Customers	3,632	2,225

Since 2019, our PTV Customers increased from 142 to 3,632 in the year ended December 31, 2025. Our PTV Customers increased 63.2% in the year ended December 31, 2025 from the year ended December 31, 2024. We attribute this growth to new customer acquisitions due to continued customer adoption of PTV and our continued expansion of our overall SMB footprint, including small businesses.

Adjusted EBITDA and Adjusted EBITDA Margin

The following table sets forth Adjusted EBITDA and Adjusted EBITDA margin for the periods set forth below and their most directly comparable GAAP measures:

	Years Ended December 31,	
	2025	2024
Net loss (in thousands)	\$ (6,426)	\$ (32,877)
Adjusted EBITDA (in thousands) ⁽¹⁾	\$ 67,986	\$ 38,803
Net loss margin	(2.2)%	(14.6)%
Adjusted EBITDA margin ⁽¹⁾	23.4 %	17.2 %

⁽¹⁾ See section "Non-GAAP Financial Measures" for more information and a reconciliation to the most directly comparable GAAP financial measure.

Non-GAAP Financial Measures

In this Form 10-K, we use certain non-GAAP financial measures, including EBITDA, Adjusted EBITDA, and Adjusted EBITDA margin. EBITDA is defined as net loss adjusted to exclude depreciation and amortization expense, interest income (expense), net and income tax provision. Adjusted EBITDA is defined as net loss adjusted to exclude depreciation and amortization expense, interest income (expense), net and income tax provision, as further adjusted to exclude stock-based compensation expense, fair value adjustments on outstanding warrants, contingent liabilities, embedded derivatives and convertible debt, acquisition costs including legal costs associated with prior acquisitions, legal settlements and loss on debt extinguishment, which are items that we believe are not indicative of our core operating performance. Adjusted EBITDA margin is defined as Adjusted EBITDA divided by revenue.

Adjusted EBITDA and Adjusted EBITDA margin are supplemental measures of our performance, are not defined by or presented in accordance with GAAP and should not be considered in isolation or as an alternative to net loss, net loss margin or any other performance measure prepared in accordance with GAAP. Adjusted EBITDA and Adjusted EBITDA margin are presented because we believe that they provide useful supplemental information to investors, analysts, and rating agencies regarding our operating performance and our capacity to incur and service debt and are frequently used by these parties in evaluating companies in our industry. By presenting Adjusted EBITDA and Adjusted EBITDA margin, we provide a basis for comparison of our business operations between periods by excluding items that we do not believe are indicative of our core operating performance. We believe that investors' understanding of our performance is enhanced by including these non-GAAP financial measures as a reasonable basis for comparing our ongoing results of operations. Additionally, management uses Adjusted EBITDA and Adjusted EBITDA margin as supplemental measures of our performance because they assist us in comparing the operating performance of our business on a consistent basis between periods, as described above.

Although we use Adjusted EBITDA and Adjusted EBITDA margin as described above, Adjusted EBITDA and Adjusted EBITDA margin have significant limitations as analytical tools. Some of these limitations include:

- such measures do not reflect our cash expenditures, or future requirements for capital expenditures or contractual commitments;
- such measures do not reflect changes in, or cash requirements for, our working capital needs;
- such measures do not reflect the interest expense, or the cash requirements necessary to service interest or principal payments on our debt;
- such measures do not reflect our tax expense or the cash requirements to pay our taxes;
- although depreciation and amortization are non-cash charges, the assets being depreciated and amortized will often have to be replaced in the future and such measures do not reflect any cash requirements for such replacements; and

- other companies in our industry may calculate such measures differently than we do, thereby further limiting their usefulness as comparative measures.

Due to these limitations, Adjusted EBITDA and Adjusted EBITDA margin should not be considered as a measure of discretionary cash available to us to invest in the growth of our business. We compensate for these limitations by relying primarily on our GAAP results and using these non-GAAP measures only supplementally. As noted in the table below, Adjusted EBITDA and Adjusted EBITDA margin includes adjustments for items that we believe are not indicative of our core operating performance. It is reasonable to expect that these items will occur in future periods. However, we believe these adjustments are appropriate because the amounts recognized can vary significantly from period-to-period, do not directly relate to the ongoing operations of our business and complicate comparisons of our internal operating results between periods and with the operating results of other companies over time. Each of the normal recurring adjustments and other adjustments described in this paragraph and in the reconciliation table below help management with a measure of our core operating performance over time by removing items that are not related to day-to-day operations. Nevertheless, because of the limitations described above, management does not view Adjusted EBITDA and Adjusted EBITDA margin in isolation and also uses other measures, such as revenue, operating loss and net loss, to measure operating performance.

The following table reconciles Adjusted EBITDA and Adjusted EBITDA margin to the most directly comparable GAAP financial performance measure, which is net loss:

	Years Ended December 31,	
	2025	2024
<i>(in thousands)</i>		
Net loss	\$ (6,426)	\$ (32,877)
Interest (income) expense, net	(3,485)	6,920
Income tax provision	(9,574)	5,786
Depreciation and amortization expense	9,870	8,345
EBITDA	(9,615)	(11,826)
Stock-based compensation expense	31,694	31,199
Fair value adjustments	17,149	18,574
Acquisition costs	2,252	542
Legal settlements	70	314
Loss on debt extinguishment	26,436	—
Adjusted EBITDA	\$ 67,986	\$ 38,803
Revenue	\$ 290,093	\$ 225,571
Net loss	(6,426)	(32,877)
Net loss margin	(2.2)%	(14.6)%
Revenue	\$ 290,093	\$ 225,571
Adjusted EBITDA	67,986	38,803
Adjusted EBITDA margin	23.4 %	17.2 %

Factors Affecting Our Performance

Growth of the CTV Ad Market and Marketers Using CTV as a Performance Marketing Channel

Our growth and operating results will be impacted by the overall growth of the CTV ad market, which relies upon the continued consumer adoption of CTV and the proliferation of marketing budgets for TV. CTV has grown rapidly in recent years, and we expect that any acceleration, or deceleration, of this trend may affect demand for our platform.

Our success also depends on marketers using CTV as a performance marketing channel. As the first brand-direct performance marketing platform for TV, we believe we are defining the PTV market and are uniquely positioned to benefit from this transition. We anticipate our market opportunity will expand over time as our outcome-based platform attracts performance marketers to TV for the first time.

Ability to Acquire New Customers and Increase Sales to Existing Customers

We focus our new customer acquisition primarily on SMB companies that currently engage in performance marketing through paid search and social channels, many of whom have never advertised on TV before, as well as existing TV marketers seeking greater targeting, attribution and reporting capabilities. We also leverage relationships with agencies and

other partners to bring additional marketers onto the platform. We gain new customers primarily through our direct sales and marketing efforts. The majority of our new customers come to MNTN through inbound leads. Our ability to add new customers is dependent upon our ability to reach and message future customers through our PTV platform. Our ability to add new customers is also dependent upon our ability to optimize our sales process. These efforts have led to significant growth of our PTV Customers. We believe we have significant growth opportunity as we continue to expand our overall SMB footprint, including small businesses. We are continuously focusing on driving innovation to improve the performance of our platform, the customer experience, and their success on our platform to drive increased spend.

Our success depends on our ability to achieve and maintain customers' ROAS and other campaign goals and increase incremental usage and spend on our platform. We seek to increase our share of advertising spend from existing customers by increasing the value our platform provides them, driving larger and more frequent campaigns through our platform. We plan to continue to invest in research and development to introduce new products and features to enhance our platform and to acquire additional sources of data that further accelerate our methodologies.

Investment in Innovation

We believe our commitment to product innovation is a key driver to building and deepening relationships with our customers and fueling growth. We have in the past invested, and plan to continue to invest, substantially in our platform to maintain our market-leading position in PTV by continuing to improve our targeting, usability of data, measurement, attribution and campaign optimization capabilities, refine our algorithms and increase automation. We continuously introduce new features, functionalities and integrations to enhance our platform's value to customers and our overall competitiveness. Our ability to successfully innovate and integrate new technologies by assessing customer needs, industry trends, and competitors' alternatives is critical to our success.

Investment in Talent

As of December 31, 2025, we had 534 full-time team members. Hiring productive and diverse talent is a key driver of our success and we expect to continue to grow headcount as our business scales. We plan to further invest in research and development to extend our data and technology lead and to enhance our platform. We also expect to incur additional general and administrative expenses to support our growth as a publicly traded company. Our headcount may increase through direct hires or through acquisitions of companies or teams.

Seasonality

We experience seasonal fluctuations in revenue due to increased customer spend during the fourth quarter holiday season and around notable consumer viewing events and reduced customer spend during the first quarter, immediately after the holiday season. This trend is especially relevant for direct-to-consumer and e-commerce brands, many of which use our platform to advertise on TV. Fourth quarter revenue comprised 30.0% and 30.9% of our revenue for the years ended December 31, 2025 and 2024, respectively. First quarter revenue comprised 22.2% and 19.4% of our revenue for the years ended December 31, 2025 and 2024, respectively. We expect revenue to fluctuate in the future based on seasonal and event-driven factors; however, historical trends may not be indicative of future results given evolving industry dynamics, changes to consumer spending patterns, expansion of our customer base into new verticals, or potential changes to our business model.

Macroeconomic factors

Macroeconomic factors, such as labor shortages, inflation, interest rate volatility, changes in foreign currency exchange rates, instability in the global financial system, supply chain disruptions, increased tariffs and other trade barriers, uncertainty about economic recovery or growth, and instability in political or market conditions generally have affected, and continue to have an effect, on our markets and industry. Any worsening of macroeconomic conditions in future periods could have a negative effect on our financial results.

Components of Our Results of Operations

We have one primary business activity and operate in one operating and reportable segment.

Revenue

Our revenue is primarily generated through usage-based fees from customers based on their level of ad spend on our platform, net of amounts paid to suppliers for the cost of advertising inventory. We expect our revenue to continue to increase as CTV adoption expands and more brands increase their PTV ad spend. Additionally, we generate revenue through the QuickFrame creative marketplace provided to our customers, and generated revenue through Maximum Effort Marketing's creative services prior to its divestiture on April 1, 2025.

Cost of Revenues

Cost of revenues consists primarily of hosting costs, data costs, third-party service fees, and personnel costs. Personnel costs included in cost of revenues include salaries, benefits, bonuses, and stock-based compensation and are primarily attributable to personnel who support our platform and who design and manage the production of video ads. We capitalize costs associated with software that is developed or obtained for internal use and amortize the costs associated with our revenue-producing platform in cost of revenues over their estimated useful lives. Although we expect that the long-term cost of revenues will remain relatively consistent as a percentage of revenues it may fluctuate from period-to-period as a result of the level and timing of costs to support our platform.

Technology and Development Expense

Technology and development expense consists of personnel-related costs (including salaries, bonuses, benefits and stock-based compensation) and SaaS and other tools related to the development and operation of our platform. 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 development costs included in internal use software, net on our consolidated balance sheets. We expect that our technology and development expense will increase in absolute dollars as our business grows and we continue to invest in optimization and feature expansion of our platform as well as technology improvements to support and drive efficiency in our operations.

Sales and Marketing Expense

Sales and marketing expense consists of personnel-related costs (including salaries, commissions, bonuses, benefits, stock-based compensation), as well as costs related to promotional activities such as online advertising, branding products and trade shows as well as fees paid to third parties for marketing and product research. Commission costs are expensed as incurred. We expect sales and marketing expenses to grow in absolute dollars as we add personnel to increase the number of customers and expand their adoption of our platform. Sales and marketing expense as a percentage of revenue may fluctuate from period-to-period based on revenue levels and the timing of our investments, which may be impacted by the revenue seasonality in our industry and business as described further above.

General and Administrative Expense

General and administrative expense consists of personnel-related costs (including salaries, bonuses, benefits, stock-based compensation) related to our executive, finance and accounting, human resources and administrative departments. General and administrative expense also includes fees for third-party professional services, including consulting, legal and accounting services, merchant service fees, charitable contributions and other employee-related costs. We expect that our general and administrative expense will increase in absolute dollars as we invest in corporate infrastructure and incur additional expenses associated with our operations as a public company, including increased legal and accounting costs, investor relations costs, higher insurance premiums and compliance costs associated with developing the requisite infrastructure required for sufficient internal controls.

Amortization of Acquired Intangibles

Amortization of acquired intangibles consists of the amortization expense associated with the intangible assets purchased through our prior acquisitions.

Other Income (Expense)

Interest Income (Expense), Net. Interest Income (Expense), Net consists of interest expense incurred on our outstanding borrowings under our 2023 Convertible Notes, Revolving Credit Facility, and the short-term note payable incurred in connection with the QuickFrame Acquisition, as well as accretion of debt discount on our 2023 Convertible Notes, offset by interest income earned on our cash and cash equivalents and short-term notes receivable.

Other Expense, Net. Other Expense, Net primarily consists of non-operating gains or losses, including fair value adjustments related to outstanding warrants, embedded derivative liabilities, convertible debt and contingent liabilities, and gains or losses on debt extinguishment.

Income Tax Provision

Our income tax provision primarily consists of U.S. federal and state income taxes, adjusted for allowable credits, deductions, and valuation allowance against deferred tax assets. Our effective tax rate is affected by tax rates in the jurisdictions in which

we operate and the relative amounts of income we earn in those jurisdictions, as well as non-deductible expenses, such as share-based compensation, and changes in our valuation allowance against deferred tax assets.

Results of Operations for the Year Ended December 31, 2025, Compared with the Year Ended December 31, 2024

The following table sets forth our consolidated results of operations for the periods presented:

(dollars in thousands)

	Years Ended December 31,		Change	
	2025	2024	\$	%
Revenue	\$ 290,093	\$ 225,571	\$ 64,522	28.6 %
Cost of revenues	66,153	64,051	2,102	3.3 %
Gross profit	223,940	161,520	62,420	38.6 %
Operating expenses:				
Technology and development	49,239	32,662	16,577	50.8 %
Sales and marketing	90,370	76,102	14,268	18.7 %
General and administrative	57,657	51,772	5,885	11.4 %
Amortization of acquired intangibles	2,630	2,630	—	— %
Total operating expenses	199,896	163,166	36,730	22.5 %
Operating income (loss)	24,044	(1,646)	25,690	(1560.8)%
Other income (expense):				
Interest income (expense), net	3,485	(6,920)	10,405	(150.4)%
Other expense, net	(43,529)	(18,525)	(25,004)	135.0 %
Total other income (expense)	(40,044)	(25,445)	(14,599)	57.4 %
Loss before income tax provision	(16,000)	(27,091)	11,091	(40.9)%
Income tax provision	(9,574)	5,786	(15,360)	(265.5)%
Net loss	\$ (6,426)	\$ (32,877)	\$ 26,451	(80.5)%

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

	Years Ended December 31,	
	2025	2024
Revenue	100.0 %	100.0 %
Cost of revenues	22.8	28.4
Gross profit	77.2	71.6
Operating expenses:		
Technology and development	17.0	14.5
Sales and marketing	31.2	33.7
General and administrative	19.9	23.0
Amortization of acquired intangibles	0.9	1.2
Total operating expenses	68.9	72.3
Operating income (loss)	8.3	(0.7)
Other income (expense):		
Interest income (expense), net	1.2	(3.1)
Other expense, net	(15.0)	(8.2)
Total other income (expense)	(13.8)	(11.3)
Loss before income tax provision	(5.5)	(12.0)
Income tax provision	(3.3)	2.6
Net loss	(2.2)%	(14.6)%

Revenue

Revenue increased \$64.5 million, or 28.6%, to \$290.1 million for the year ended December 31, 2025, compared to \$225.6 million for the year ended December 31, 2024. The increase was due primarily to an increase of \$76.6 million in revenue generated from PTV, driven by a 63.2% increase in active PTV Customers between the periods in comparison, partially

offset by a decrease in average spend per customer, as we continued to expand our overall SMB footprint, including small businesses. This was offset by decreases in creative and production revenues of \$9.4 million and \$2.3 million, respectively, primarily due to the divestiture of Maximum Effort Marketing on April 1, 2025.

Cost of Revenues

Cost of revenues increased \$2.1 million, or 3.3%, to \$66.2 million for the year ended December 31, 2025, compared to \$64.1 million for the year ended December 31, 2024. The increase was primarily due to a \$2.3 million increase in hosting fees as a result of increased processing volume driven by the development and release of new products, including bidding-related software, a \$2.9 million increase in platform fees driven by the increase in revenue volume, a \$2.9 million increase in data fees as a result of increased volume and changes to our data vendors, and a \$1.5 million increase in amortization expense for internal use software. Offsetting these increases was a \$7.8 million decrease in creative costs related to the divestiture of Maximum Effort Marketing on April 1, 2025.

Technology and Development Expense

Technology and development expense increased \$16.6 million, or 50.8%, to \$49.2 million for the year ended December 31, 2025, compared to \$32.7 million for the year ended December 31, 2024. The increase was primarily due to a \$13.8 million increase in personnel costs attributable to increased headcount to maintain and support further development of our platform. Average technology and development headcount increased by 31% between the periods in comparison as we continue to grow our engineering team to support the growth of our product. The remaining increase was primarily driven by higher SaaS costs of \$1.6 million, and investment in incremental tools and consulting fees to support the development of the platform.

Sales and Marketing Expense

Sales and marketing expense increased \$14.3 million, or 18.7%, to \$90.4 million for the year ended December 31, 2025, compared to \$76.1 million for the year ended December 31, 2024. This was primarily due to an increase in third party marketing spend of \$12.4 million to drive customer and overall revenue volume, an increase in brand marketing costs of \$2.3 million, and investment in SaaS tools of \$2.3 million to support the growth of revenue. These increases were partially offset by lower personnel costs of \$1.5 million driven by lower headcount.

General and Administrative Expense

General and administrative expense increased \$5.9 million, or 11.4%, to \$57.7 million for the year ended December 31, 2025, compared to \$51.8 million for the year ended December 31, 2024. The increase was primarily due to an increase in legal costs of \$2.9 million related to transactions and litigation work and increased merchant service fees of \$2.3 million driven by increased revenue volume. Additionally, insurance expense increased \$0.7 million due to public company director and officer insurance that became effective upon our initial public offering in May 2025. Accounting and consulting fees increased by \$0.5 million related to transactions and personnel costs increased by \$0.5 million. Offsetting these increases was a \$1.0 million decrease in stock-based compensation expense, which was primarily due to the full vesting of awards granted in 2021 and partially offset by \$5.5 million of one-time charges, of which \$4.6 million is related to the forgiveness of 2021 partial recourse promissory notes with executive officers that were issued to facilitate the early exercise of stock options, \$0.5 million was related to the acceleration of awards to option holders, and \$0.4 million was related to option cancellations.

Amortization of Acquired Intangibles

Amortization of acquired intangibles remained flat at \$2.6 million for both the year ended December 31, 2025 and December 31, 2024, as there were no changes to acquired intangibles year-over-year.

Interest Income (Expense), Net

Interest income (expense), net changed favorably by \$10.4 million, or 150.4%, to income of \$3.5 million for the year ended December 31, 2025, compared to expense of \$6.9 million for the year ended December 31, 2024. The favorable change was primarily due to a \$7.0 million decrease in interest expense as a result of the Convertible Note amendment in May 2024 and April 2025, which resulted in the modification and removal of the previous unamortized debt discount. Additionally, the Convertible Note was settled on May 23, 2025 in connection with the IPO, resulting in partial interest expense for the period. Contributing to the change was an increase in interest income of \$3.4 million due to the increase in the interest bearing cash balance, which increased as a result of the IPO proceeds and increase in operating cash.

Other Expense, Net

Other expense, net primarily consists of fair value adjustments on our warrants, embedded derivatives, convertible debt and contingent liabilities, and a loss on extinguishment of debt. Other expense, net increased by \$25.0 million to \$43.5 million for the year ended December 31, 2025, compared to \$18.5 million for the year ended December 31, 2024. The increase was due primarily to the \$26.4 million loss on the extinguishment of the Convertible Notes when they were modified on April 1, 2025, \$4.4 million in losses due to the increase in fair value of the Convertible Notes prior to extinguishment, an increase of \$0.6 million in losses due to the increase in fair value adjustments of our embedded derivative liabilities, and \$0.5 million in losses due to the increase in the fair value of our contingent liabilities. These losses were partially offset by a gain of \$6.9 million due to the decrease in the fair value of the Series D Warrants and common stock warrants prior to their settlement and exercise, respectively.

Income Tax Provision

Income tax provision changed favorably by \$15.4 million to a benefit of \$9.6 million for the year ended December 31, 2025, compared to expense of \$5.8 million for the year ended December 31, 2024. The favorable change was primarily driven by the release of the valuation allowance on our deferred tax assets during the year ended December 31, 2025. This was partially offset by an increase in income tax expense as a result of non-deductible stock based compensation expense and covered officer compensation.

Liquidity and Capital Resources

Overview

Since inception, we have financed operations to date primarily through cash flow from operating activities, net proceeds received from sales of equity securities and borrowings under our Revolving Credit Facility and other indebtedness. We have historically incurred losses from operations and have an accumulated deficit of \$261.1 million as of December 31, 2025. As of December 31, 2025, we had cash and cash equivalents of \$210.2 million, no borrowings outstanding under our Revolving Credit Facility and up to \$49.4 million of borrowing capacity available thereunder.

We believe that our existing cash and cash equivalents, together with cash flow from operations and borrowings under our Revolving Credit Facility, will be sufficient to support our working capital requirements for at least the next 12 months. We utilize Insured Cash Sweep services to reduce exposure of our cash and cash equivalents balances that exceed FDIC limits at any one financial institution. Our long-term cash requirements will depend on many factors, including our revenue growth, the timing and extent of product development efforts and other investments to support our growth (including through acquisitions), the expansion of sales and marketing activities, and increases in general and administrative costs. To the extent our current and anticipated future sources of liquidity are insufficient to fund our future business activities and requirements, we may be required to seek additional equity or debt financing. The sale of additional equity would result in additional dilution to our stockholders. The incurrence of additional debt financing would result in debt service obligations and the instruments governing such debt could provide for operating and financing covenants that would restrict our operations. There can be no assurances that we will be able to raise additional capital. In the event additional financing is required from outside sources, we may not be able to negotiate terms acceptable to us or at all. In particular, the recent global macroeconomic trends have caused disruption in the global financial markets, which could reduce our ability to access capital and negatively affect our liquidity in the future. If we are unable to raise additional capital when required, or if we cannot expand our operations or otherwise capitalize on our business opportunities because we lack sufficient capital, our business, results of operations, financial condition, and cash flows would be adversely affected.

Revolving Credit Facility

On December 8, 2025, we entered into an Amended and Restated Business Financing Agreement (the “Revolving Credit Agreement”) with Western Alliance Bank. The Revolving Credit Agreement provides for a senior secured asset-based revolving credit facility (the “Revolving Credit Facility”), pursuant to which we may initially incur up to \$50.0 million aggregate principal amount of revolver borrowings and have the option to request from time to time up to an additional \$30.0 million in borrowings. The Revolving Credit Facility matures on May 28, 2029. The amount of borrowing availability under the Revolving Credit Facility is based on our accounts receivable balance, reduced by reserves. As of December 31, 2025, we had no outstanding borrowings under the Revolving Credit Facility and up to \$49.4 million of borrowings available, respectively.

Borrowings under the Revolving Credit Facility bear interest at a floating per annum rate equal to SOFR plus 3.00%, with a floor of 1.00%. Interest is payable on the revolving borrowings on a monthly basis.

The Revolving Credit Facility contains customary conditions to borrowings, events of default and covenants, including, without limitation, covenants that restrict our ability to sell assets, engage in mergers or acquisitions, incur, assume or permit to exist additional indebtedness and guarantees, create or permit to exist liens, pay dividends, make distributions or redeem or repurchase capital stock or make other investments, engage in transactions with affiliates and make payments in respect of subordinated debt. The Revolving Credit Facility also requires us to maintain compliance with an Adjusted Quick Ratio (defined as unrestricted cash maintained with the lender plus eligible receivables divided by the sum of outstanding loans plus accounts payable aged over 60 days from the invoice date) covenant at least 1.35 to 1.00 if the unrestricted cash balance with the lender is less than \$35.0 million and there are outstanding borrowings. Such covenant will be tested as of the last day of the most recently completed fiscal period for which financial statements have been delivered and for each fiscal period thereafter until the unrestricted cash balance is above \$35.0 million and there are outstanding borrowings. We are also required to maintain \$75.0 million of depository and operating accounts with Western Alliance Bank, subject to certain exceptions. Our obligations under the Revolving Credit Facility are collateralized by a pledge of substantially all of our assets, including accounts receivable, deposit accounts, intellectual property, investment property and equipment. See Note 8, “Debt” to our consolidated financial statements included elsewhere in this Form 10-K.

Cash Flows

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

	Years Ended December 31,	
	2025	2024
<i>(dollars in thousands)</i>		
Net cash provided by operating activities	\$ 56,471	\$ 42,548
Net cash used in investing activities	(17,114)	(9,949)
Net cash provided by (used in) financing activities	88,241	(5,005)
Net increase in cash and cash equivalents	\$ 127,598	\$ 27,594

Operating Activities

Net cash provided by operating activities consists of net loss adjusted for certain non-cash items and changes in operating assets and liabilities. Our cash flows from operating activities are primarily impacted by growth in our operations, increases or decreases in collections from our customers and related payments to third parties for ad inventory and data. Our collection and payment cycles can vary from period-to-period.

Net cash provided by operating activities was \$56.5 million for the year ended December 31, 2025, as compared to net cash provided by operating activities of \$42.5 million for the year ended December 31, 2024, an increase in cash provided of \$13.9 million. This fluctuation was primarily due to a \$26.5 million decrease in net loss for the year ended December 31, 2025, coupled with an increase in non-cash items of \$9.3 million, partially offset by fluctuations in working capital during the year ended December 31, 2025. The net changes in working capital for both periods presented are primarily due to the timing of cash receipts from customers and payments to vendors.

Investing Activities

Net cash used in investing activities primarily consists of investments in capitalized internal use software costs to develop our technology platform and other investment activities. As our business grows, we expect our investments in our platform development to increase as needed to support our platform.

Net cash used in investing activities was \$17.1 million for the year ended December 31, 2025, as compared to \$9.9 million for the year ended December 31, 2024. Net cash used in investing activities for the year ended December 31, 2025 was comprised of \$12.5 million of capitalized internal use software costs and \$9.6 million of notes receivable issued in April 2025. In December 2025, the Company received payment on \$5.0 million of the notes receivable. Net cash used in investing activities for the year ended December 31, 2024 was comprised of \$9.9 million of capitalized internal use software costs.

Financing Activities

Net cash provided by financing activities consists of proceeds from the IPO, the exercise of stock options, and our Revolving Credit Facility, offset by payments of IPO costs, settlement of convertible debt, the repurchase of common stock and repayments on our Revolving Credit Facility.

Net cash provided by financing activities was \$88.2 million for the year ended December 31, 2025, which was primarily comprised of \$125.3 million of proceeds from the IPO and \$2.7 million proceeds from the exercise of stock options, offset by \$24.0 million of payments on the settlement of the Convertible Notes, \$10.0 million for the repurchase of Class A common

stock for the settlement of the Convertible Notes, and \$5.7 million of payments on initial public offering costs. Net cash used in financing activities was \$5.0 million for the year ended December 31, 2024, which was primarily comprised of \$7.5 million of payment on the Revolving Credit Facility, partially offset by \$2.5 million of proceeds from the Revolving Credit Facility.

Critical Accounting Policies and Estimates

Our consolidated financial statements and the related notes thereto included elsewhere in this Form 10-K are prepared in accordance with GAAP. The preparation of consolidated financial statements in accordance with GAAP requires us to make estimates, judgments and assumptions that affect the amounts reported in our consolidated financial statements and the related disclosures. Our management believes that the estimates, judgments and assumptions used are reasonable based upon information available at the time they are made. These estimates, judgments and assumptions can affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the dates set forth in the consolidated financial statements, and the reported amounts of revenue and expenses during the applicable reporting periods. Actual results could differ from those estimates.

We believe that the accounting policies described below require management's most difficult, subjective or complex judgments. Judgments or uncertainties affecting the application of these policies may result in materially different amounts being reported under different conditions or using different assumptions. Accordingly, we believe these are the most critical to aid in fully understanding and evaluating our financial condition and results of operations. Refer to Note 2, "Summary of Significant Accounting Policies" to the consolidated financial statements included elsewhere in this Form 10-K for additional information regarding these and our other significant accounting policies.

Revenue Recognition

We recognize revenue in accordance with Accounting Standards Codification ("ASC") 606, *Revenue from Contracts with Customers*. We generate revenue by charging our customers a variable fee based on the level of ad spend and through charging fees for various ad production activities. We recognize revenue through the following steps:

- identification of the contract, or contracts, with a customer;
- identification of the performance obligations in the contract;
- determination of the transaction price;
- allocation of the transaction price to the performance obligations in the contract; and
- recognition of revenue when, or as, the performance obligations are satisfied.

The determination as to whether revenue should be reported gross of amounts billed to customers (gross basis) or net of payments to suppliers (net basis) requires significant judgment and is based on our assessment of whether we are acting as the principal or an agent in the transaction. We have determined that we do not act as the principal in the purchase and sale of digital advertising inventory because we do not control the advertising inventory and we do not set the price which is the result of an auction within the marketplace. Based on these and other factors, we report revenue from the sale of advertising inventory on our platform on a net basis. We have also determined that we do not act as the principal in our production activities because our role as a facilitator does not give us complete control over the specified goods, are not primarily responsible for the performance of third-party services, cannot redirect those services to fulfill other contracts, do not carry inventory risk, and do not set the price of third-party services used in the production activities. Therefore, we also report revenue from our production activities on a net basis.

We bill our customers on a gross basis, inclusive of the cost of procuring the advertising inventory. We report revenue on a net basis which represents gross billings net of amounts we pay suppliers for the cost of advertising inventory. Our accounts receivable are recorded at the amount of gross billings to customers, net of allowance, for the amounts we are responsible to collect, and our accounts payable are recorded at the amounts payable to suppliers. Accordingly, both accounts receivable and accounts payable appear large in relation to revenue reported on a net basis.

Valuation of Goodwill and Intangibles

The valuation of assets acquired in a business combination and asset impairment reviews require the use of significant estimates and assumptions. The acquisition method of accounting for business combinations requires us to estimate the fair value of assets acquired, liabilities assumed, and any non-controlling interest in an acquired business to properly allocate purchase price consideration between assets that are depreciated or amortized and goodwill.

Long-lived assets, excluding goodwill, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. The valuation is performed at the lowest level of identifiable cash flows independent of other assets. An impairment loss would be recognized when estimated undiscounted future cash flows generated from the assets are less than their carrying amount. Measurement of an impairment loss would be based on the excess of the carrying amount of the asset group over its fair value.

Goodwill recorded represents excess consideration transferred over the fair value of net assets acquired in business combinations. Goodwill is not amortized but is subject to evaluation of impairment in accordance with ASC 350, *Intangibles—Goodwill and Other* on an annual basis, or more frequently if events or changes in circumstances indicate that the carrying amount of such assets may not be recoverable. If no such events or changes in circumstances occur, we perform our annual assessment in the fourth quarter of the year.

In accordance with the applicable guidance, a two-step process is utilized to assess whether or not goodwill may be impaired. The first step is a qualitative assessment that analyzes current economic indicators and other qualitative factors. If the first step indicates that it is more likely than not that the fair value is less than its carrying amount, a quantitative analysis must be performed. The quantitative analysis, if determined to be necessary, compares the estimated fair value of the reporting unit to the carrying value. If this step indicates that the carrying value of the reporting unit is in excess of its fair value, an impairment loss shall be recognized in an amount equal to that excess.

We operate as one segment and have identified a single reporting unit, entirely within the United States. Our chief operating decision maker reviews financial information on a consolidated basis for purposes of allocating resources and evaluating financial performance.

Our annual impairment analysis of goodwill was performed as of December 31, 2025. Our qualitative assessment did not result in an identification of indicators of impairment and, based on that assessment, we concluded that the fair value of the reporting unit was substantially in excess of the carrying value. Therefore, a quantitative analysis was not deemed necessary, and no impairment of goodwill was recorded.

Embedded Derivative Liabilities

We evaluated the terms and features of our Convertible Notes, as defined in Note 9, “Convertible Debt and Warrant Liabilities,” to our consolidated financial statements included elsewhere in this Form 10-K, and identified certain embedded features that required bifurcation as these features were not clearly and closely related to the underlying host contract.

On April 1, 2025, the Company and the holders of the Convertible Notes executed an Omnibus Amendment and Note Conversion Agreement (the “Note Conversion Amendment”). The terms of the Note Conversion Amendment were determined to be substantially different than the terms of the Convertible Notes prior to the Note Conversion Amendment, and as such, in accordance with ASC 470, *Debt* the modification was accounted for as a debt extinguishment, with the difference between the fair value of the modified Convertible Notes and the net carrying amount of the extinguished Convertible Notes, including the fair value of the embedded derivative liability on date of extinguishment, recognized as a loss on extinguishment within other expense, net on the consolidated statements of operations. The embedded features were then settled or extinguished with the conversion of our Convertible Notes in connection with the closing of the Company’s IPO on May 23, 2025.

Accordingly, these embedded features were accounted for separately as an embedded derivative liability in accordance with ASC 815, *Derivatives and Hedging*. We recorded the fair value of the embedded derivative as of the issuance date as a reduction of the initial carrying amount of the Convertible Note instrument through the debt discount. The embedded derivative liability was adjusted to fair value each reporting period with changes in fair value subsequent to the issuance date recognized within other (expense) income, net in the consolidated statements of operations.

The fair value of the embedded derivative liability was determined using the with-and-without model which compared the estimated fair value of the underlying instrument with the embedded features to the estimated fair value of the underlying instrument without the embedded features, with the difference representing the estimated fair value of the embedded derivative features. The with-and-without model includes significant unobservable estimates, including the timing and probability weighting of potential liquidity events, discount rate, illiquidity discount, and expected volatility. Other assumptions used in the model that are not significant unobservable estimates are interest rate and risk-free rate. Changes in the inputs into the valuation model may have a significant impact on the estimated fair value of the embedded derivative liability.

Stock-Based Compensation

We recognize compensation expense related to employee stock option grants in accordance with ASC 718, *Compensation—Stock Compensation*. Awards are measured and recognized in the consolidated financial statements based on the fair value of the awards granted.

The fair values of stock option awards are estimated on the grant date using the Black-Scholes option-pricing model, except for the performance options that are estimated using a Monte Carlo simulation model. Both the Black-Scholes option-pricing model and Monte Carlo simulation model require us to make certain assumptions including the fair value of the underlying common stock, the expected term, the expected volatility, the risk-free interest rate, the dividend yield, and the derived service period. The assumptions used represent management's best estimates, which involve inherent uncertainties. The assumptions and estimates are summarized as follows:

Fair Value of the Underlying Common Stock – Prior to the IPO, we estimated the fair value of our stock with the assistance of a third-party valuation specialist, who derived the value using a combination of market and income approach valuation models. Subsequent to the IPO, the fair value of common stock is based on the closing price of the Company's Class A common stock on grant date.

Risk-Free Interest Rate – The risk-free interest rate used is based on the implied yield in effect at the time of grant of U.S. Treasury securities with maturities similar to the expected term of the options.

Expected Term – We calculate the expected term of our employee options based upon the simplified method, which estimates the expected term as the average of the contractual life of the option and its vesting period.

Volatility – The expected volatility is based on the historical volatility of comparable companies from a representative peer group selected based on industry, financial, and market-capitalization data as we do not have sufficient trading history for our Class A common stock.

Dividend Yield – The dividend yield is zero as we have not declared or paid any dividends to date and do not currently expect to do so in the future.

Derived Service Period – For the performance options, the derived service period is the time from the service inception date to the expected date of satisfaction of the market condition. We estimate the derived service period with the assistance of a third-party valuation specialist, utilizing a Monte Carlo simulation representing the median of all paths to vest by tranche.

Stock-based compensation expense related to stock option awards is recognized on a straight-line basis over the requisite service period, which is generally the vesting period. Stock-based compensation for the performance options is recognized on a graded-vesting basis over a derived service period but may be accelerated if the vesting criteria are fulfilled prior to the estimated performance period. Stock-based compensation expense is recorded net of actual forfeitures. Modifications to stock option awards are remeasured to fair value using the Black-Scholes model at the date of modification, with the incremental increase in fair value being recognized in expense. See Note 13, "Stock-Based Compensation" to our consolidated financial statements included in this Form 10-K for further discussion of our stock-based compensation awards.

Recent Accounting Pronouncements

For information regarding recent accounting pronouncements, refer to Note 2 "Summary of Significant Accounting Policies" to our consolidated financial statements included in this Form 10-K.

Jumpstart Our Business Startups Act of 2012

Under the JOBS Act, an "emerging growth company" can take advantage of the extended transition period provided in Section 13(a) of the Exchange Act for complying with new or revised accounting standards. In other words, an emerging growth company can delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. We have elected to take advantage of this extended transition period until the earlier of the date we (x) are no longer an emerging growth company, or (y) affirmatively and irrevocably opt-out of the extended transition period. As a result, our operating results and consolidated financial statements may not be comparable to the operating results and financial statements of companies that have adopted the new or revised accounting standards.

Item 7A. Quantitative and Qualitative Disclosures about Market Risk

We are exposed to market risk from changes in interest rates and inflation. All of these market risks arise in the ordinary course of business, as we do not engage in speculative trading activities. The following discussion provides additional information regarding these risks.

Foreign Currency and Exchange Risk

We currently have operations solely in the United States. All of our revenue and operating expenses are denominated in U.S. dollars, and therefore, neither our revenue nor operating expenses are currently subject to foreign currency or exchange risk.

Interest Rate Risk

Our cash and cash equivalents are held primarily in cash deposits and money market funds. The fair value of our cash and cash equivalents would not be significantly affected by either an increase or decrease in interest rates due mainly to the short-term nature of these instruments. Interest on any borrowings outstanding on our Revolving Credit Facility accrues at a floating rate based on SOFR plus a margin. We do not expect that any change in prevailing interest rates will have a material impact on our results of operations.

Impact of Inflation

While it is difficult to accurately measure the impact of inflation due to the imprecise nature of the estimates required, we do not believe inflation has had a material effect on our historical results of operations and financial condition, other than its impact on the general economy. However, if our costs were to become subject to significant inflationary pressures, we may not be able to fully offset higher costs through price increases or other corrective measures, and our inability or failure to do so could adversely affect our business, financial condition and results of operations. This risk of cost inflation is distinct from the risk that inflation throughout the broader economy could lead to reduced ad spend and indirectly harm our business, financial condition and results of operations.

Item 8. Financial Statements and Supplementary Data

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Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors
MNTN, Inc.:

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of MNTN, Inc. and subsidiaries (the Company) as of December 31, 2025 and December 31, 2024, the related consolidated statements of operations, stockholders' equity (deficit), and cash flows for each of the years in the two-year period ended December 31, 2025, and the related notes (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2025 and December 31, 2024, and the results of its operations and its cash flows for each of the years in the two-year period ended December 31, 2025, in conformity with U.S. generally accepted accounting principles.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (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 consolidated financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits, we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the consolidated 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 consolidated 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 consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ KPMG LLP

We have served as the Company's auditor since 2021.

San Francisco, California
February 18, 2026

MNTN, INC.
CONSOLIDATED BALANCE SHEETS
(In thousands, except par value and share amounts)

	As of December 31,	
	2025	2024
Assets		
Current assets:		
Cash and cash equivalents	\$ 210,160	\$ 82,562
Accounts receivable, net	61,837	66,900
Prepaid expenses and other current assets	14,476	8,931
Total current assets	286,473	158,393
Internal use software, net	17,804	12,446
Property and equipment, net	—	100
Intangible assets, net	12,722	15,352
Goodwill	51,903	51,903
Deferred tax assets, net	9,400	—
Other assets, non-current	—	550
Total assets	\$ 378,302	\$ 238,744
Liabilities, Redeemable Convertible Preferred Stock and Stockholders' Equity (Deficit)		
Current liabilities:		
Accounts payable and accrued expenses	\$ 59,543	\$ 63,564
Accrued payroll and related liabilities	3,352	3,238
Short-term note payable	—	579
Convertible debt (includes \$22,673 to related parties at December 31, 2024)	—	49,670
Embedded derivative liability	—	24,931
Other current liabilities	5,626	13,264
Total current liabilities	68,521	155,246
Warrant liabilities	—	18,858
Other liabilities, non-current	4,045	3,351
Total liabilities	72,566	177,455
Commitments and contingencies (Note 11)		
Redeemable convertible preferred stock, \$0.0001 par value: no shares authorized, issued, or outstanding at December 31, 2025; 55,504,004 shares authorized, 41,994,022 shares issued and outstanding, liquidation preference of \$165,776 at December 31, 2024	—	168,888
Stockholders' equity (deficit):		
Common stock, \$0.0001 par value: no shares authorized, issued, or outstanding at December 31, 2025; 104,100,000 shares authorized, 14,247,476 shares issued and outstanding at December 31, 2024	—	1
Class A common stock, \$0.0001 par value: 400,000,000 shares authorized, 55,825,847 shares issued and outstanding at December 31, 2025; Class B common stock, \$0.0001 par value: 100,000,000 shares authorized, 18,037,345 shares issued and outstanding at December 31, 2025; no shares authorized, issued, or outstanding at December 31, 2024 for either class	7	—
Additional paid-in capital	577,043	147,255
Treasury stock	(10,025)	—
Notes receivable from employees	(181)	(173)
Accumulated deficit	(261,108)	(254,682)
Total stockholders' equity (deficit)	305,736	(107,599)
Total liabilities, redeemable convertible preferred stock and stockholders' equity (deficit)	\$ 378,302	\$ 238,744

The accompanying notes are an integral part of these consolidated financial statements.

MNTN, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS
(In thousands, except share and per share amounts)

	Years Ended December 31,	
	2025	2024
Revenue	\$ 290,093	\$ 225,571
Cost of revenues	66,153	64,051
Gross profit	223,940	161,520
Operating expenses:		
Technology and development	49,239	32,662
Sales and marketing	90,370	76,102
General and administrative	57,657	51,772
Amortization of acquired intangibles	2,630	2,630
Total operating expenses	199,896	163,166
Operating income (loss)	24,044	(1,646)
Other income (expense):		
Interest income (expense), net	3,485	(6,920)
Other expense, net	(43,529)	(18,525)
Total other income (expense)	(40,044)	(25,445)
Loss before income tax provision	(16,000)	(27,091)
Income tax provision	(9,574)	5,786
Net loss	\$ (6,426)	\$ (32,877)
Net loss attributable to common stockholders	\$ (6,426)	\$ (32,877)
Earnings per share:		
Basic and Diluted	\$(0.13)	\$(2.38)
Weighted average shares outstanding:		
Basic and Diluted	50,904,497	13,813,436

The accompanying notes are an integral part of these consolidated financial statements.

MNTN, INC.
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY (DEFICIT)
(In thousands, except share amounts)

	Redeemable Convertible Preferred Stock		Common Stock ⁽¹⁾		Additional Paid-In Capital	Treasury Stock	Notes Receivable from Employees	Accumulated Deficit	Total Stockholders' Equity (Deficit)
	Shares	Amount	Shares	Amount					
Balance at December 31, 2023	41,994,022	\$ 168,888	13,400,272	\$ 1	\$ 115,891	\$ —	\$ —	\$ (221,805)	\$ (105,913)
Issuance of common stock upon exercise of options	—	—	881,384	—	498	—	(170)	—	328
Stock-based compensation	—	—	—	—	31,199	—	—	—	31,199
Repurchase of common stock	—	—	(34,180)	—	(333)	—	—	—	(333)
Interest accrued on notes receivable from employees	—	—	—	—	—	—	(3)	—	(3)
Net loss	—	—	—	—	—	—	—	(32,877)	(32,877)
Balance at December 31, 2024	41,994,022	\$ 168,888	14,247,476	\$ 1	\$ 147,255	\$ —	\$ (173)	\$ (254,682)	\$ (107,599)
Issuance of common stock upon exercise of options	—	—	761,078	—	2,665	—	—	—	2,665
Issuance of common stock upon vesting of restricted stock units	—	—	2,529	—	—	—	—	—	—
Stock-based compensation	—	—	—	—	31,694	—	—	—	31,694
Release of restricted stock	—	—	600,000	—	—	—	—	—	—
Release of shares due to loan forgiveness	—	—	1,894,054	1	—	—	—	—	1
Interest accrued on notes receivable from employees	—	—	—	—	—	—	(8)	—	(8)
Conversion of redeemable convertible preferred stock to Class A common stock in connection with initial public offering	(41,994,022)	(168,888)	41,994,022	4	168,884	—	—	—	168,888
Issuance of Class A common stock in connection with initial public offering, net of underwriting discounts, commissions, and other offering costs	—	—	8,400,000	1	114,771	—	—	—	114,772
Conversion of convertible debt to Class A common stock upon initial public offering	—	—	6,056,425	—	96,902	—	—	—	96,902
Repurchase of Class A common stock due to convertible debt put option election upon initial public offering	—	—	(626,588)	—	—	(10,025)	—	—	(10,025)
Issuance of common stock upon exercise of warrants	—	—	534,196	—	14,872	—	—	—	14,872
Net loss	—	—	—	—	—	—	—	(6,426)	(6,426)
Balance at December 31, 2025	—	\$ —	73,863,192	\$ 7	\$ 577,043	\$ (10,025)	\$ (181)	\$ (261,108)	\$ 305,736

⁽¹⁾ Amounts combine the Company's common stock, Class A common stock, and Class B common stock. See Note 12, Capitalization, for discussion of the establishment of the Company's two classes of common stock and the conversion of its common stock into Class A common stock in connection with the Company's initial public offering in May 2025.

The accompanying notes are an integral part of these consolidated financial statements.

MNTN, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)

	Years Ended December 31,	
	2025	2024
Cash flows from operating activities:		
Net loss	\$ (6,426)	\$ (32,877)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Stock-based compensation	31,694	31,199
Change in value of embedded derivative	16,574	16,004
Change in value of warrant liabilities	(3,986)	2,899
Change in value of contingent liabilities	166	(329)
Change in value of convertible debt, excluding interest	4,395	—
Depreciation and amortization	9,870	8,345
Loss on extinguishment of convertible debt	26,436	—
Accretion of warrant discount on convertible debt	949	5,981
Interest accrued on convertible debt and short-term note payable	1,092	2,842
Provision for bad debts	1,873	2,199
Release of indemnification related to QuickFrame Holdback	(579)	—
Interest income from notes receivable	(447)	(3)
Provision for deferred income taxes	(9,524)	36
Change in operating assets and liabilities:		
Accounts receivable	2,019	(18,890)
Prepaid expenses and other assets	(6,203)	1,461
Accounts payable and accrued expenses	(4,021)	13,623
Accrued payroll and related liabilities	114	(1,156)
Other liabilities	(7,525)	11,214
Net cash provided by operating activities	56,471	42,548
Cash flows from investing activities:		
Issuance of short term notes receivable	(9,611)	—
Proceeds from short term notes receivable	5,000	—
Capitalized internal use software costs	(12,503)	(9,949)
Net cash used in investing activities	(17,114)	(9,949)
Cash flows from financing activities:		
Proceeds from issuance of Class A common stock in initial public offering, net of underwriting discounts and commissions	125,328	—
Payments of initial public offering costs	(5,727)	—
Payments on revolving credit facility	—	(7,500)
Proceeds from revolving credit facility	—	2,500
Payments on settlement of convertible debt	(24,000)	—
Proceeds from exercises of stock options	2,665	328
Payments to repurchase common stock	(10,025)	(333)
Net cash provided by (used in) financing activities	88,241	(5,005)
Net increase in cash and cash equivalents	127,598	27,594
Cash and cash equivalents, beginning of year	82,562	54,968
Cash and cash equivalents, end of year	\$ 210,160	\$ 82,562
Supplemental disclosure of cash flow information:		
Cash paid for interest	\$ 3,143	\$ 178
Cash paid (received) for income taxes	2,723	(1,124)
Non-cash investing and financing activities:		
Conversion of redeemable convertible preferred stock to Class A common stock upon initial public offering	\$ 168,888	\$ —
Conversion of convertible debt into Class A common stock upon initial public offering	96,902	—
Cashless exercise of common stock warrants	14,872	—

Reclassification of deferred offering costs to additional paid-in capital in connection with initial public offering	4,830	—
Conversion of common stock to Class A and Class B common stock upon initial public offering	2	—
Issuance of warrants in connection with convertible debt modification	—	2,418
Net settlement of employee note receivable and payable	—	484
Issuance of employee loans for exercise of stock options	—	170

The accompanying notes are an integral part of these consolidated financial statements.

MNTN, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. Business and Basis of Presentation

MNTN, Inc. (the “Company”) was formed in 2009 as a Delaware corporation. The Company is a performance TV software company focused on providing performance advertising services through a unified online advertising platform that includes segmentation tools, intelligent campaign planning, advance audience targeting, prospecting, creative ad builder, and data analytics reporting. The Company is headquartered in Austin, Texas. On August 25, 2021, the Company completed the acquisition of Maximum Effort Marketing, LLC (“Maximum Effort Marketing”), a creative marketing agency primarily focused on the production of television ads. On December 30, 2021, the Company completed the acquisition of QuickFrame, Inc. (“QuickFrame”), a marketplace platform that uses a video-as-a-service solution to make video creation fast and affordable. On April 1, 2025 the Company divested its ownership in Maximum Effort Marketing and transferred its interest in Maximum Effort Marketing to an affiliate of its original owner (the “Maximum Effort Marketing Transaction”). As part of the divestiture, Maximum Effort Marketing will continue to provide creative services to the Company under a new arrangement.

Initial Public Offering

On May 23, 2025, the Company closed its initial public offering (“IPO”), in which 8,400,000 shares of Class A common stock were issued and sold by the Company at \$16.00 per share (“IPO Price”). The Company received net proceeds of \$114.8 million after deducting underwriting discounts and commissions of \$9.1 million and offering costs of approximately \$10.6 million. Certain of the Company's existing stockholders (“Selling Stockholders”) offered and sold an additional 3,300,000 shares of the Company's Class A common stock at the IPO Price in a secondary offering, for which the Company received no proceeds and all net proceeds were received by the Selling Stockholders. In connection with the secondary offering, on May 23, 2025, the underwriters for the IPO purchased an additional 1,755,000 shares of the Company's Class A common stock pursuant to the exercise of their option in full to purchase additional shares of the Company's Class A common stock from the Selling Stockholders at the IPO Price less underwriting discounts and commissions, with all net proceeds going to the Selling Stockholders. Following the IPO, the Company has two classes of authorized common stock - Class A common stock, and Class B common stock - and one class of authorized preferred stock.

In connection with the IPO, 41,994,022 shares of redeemable convertible preferred stock automatically converted into an equal number of shares of the Company's common stock, which were then reclassified into an equal number of shares of the Company's Class A common stock. These shares, plus the previously outstanding 16,441,170 shares of the Company's common stock, for an aggregate of 58,435,192 shares, were then reclassified into an equal number of shares of the Company's Class A common stock. Thereafter, 28,991,483 shares of the Company's Class A common stock were then exchanged into an equal number of shares of the Company's Class B common stock. Additionally, the Convertible Notes converted into shares of the Company's Class A common stock, see Note 9, Convertible Debt and Warrant Liabilities.

2. Summary of Significant Accounting Policies

Basis of Presentation 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 include the operations of the Company and all subsidiaries. All intercompany accounts and transactions have been eliminated.

Reclassification of Prior Year Presentation

Certain prior year amounts have been reclassified for consistency with the current year presentation. Specifically, Provision for deferred income taxes has been reclassified out of changes in Other liabilities on the consolidated statements of cash flows.

Use of Estimates

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 disclosures of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenue and expenses during the reporting period.

On an ongoing basis, management evaluates its estimates, including those related to the valuation of common stock prior to the IPO, contingently redeemable convertible preferred stock and warrants, embedded derivative liabilities, the recognition and disclosure of contingent liabilities, the amounts in the provision for bad debts, assumptions used in the Black-Scholes

model to determine the fair value of stock options, determination of useful lives of internal use software, valuation of intangible assets and goodwill, and valuation of and the realization of tax assets and estimates of tax liabilities. These estimates are based on historical data and experience, as well as various other factors that management believes to be reasonable under the circumstances, the result of which form the basis for making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources. The Company may engage third party valuation specialists to assist with estimates related to the valuation of its common stock, intangible assets and goodwill, contingent liabilities, warrant liabilities and embedded derivative liabilities. Such estimates often require the selection of appropriate valuation methodologies and models, and significant judgment in evaluating ranges of assumptions and financial inputs. By their nature, estimates are subject to an inherent degree of uncertainty and actual results could differ from those estimates.

Emerging Growth Company Status

The Company is an emerging growth company, as defined in the Jumpstart Our Business Startups Act of 2012 (the “JOBS Act”). Under the JOBS Act, emerging growth companies can delay adopting new or revised accounting standards issued subsequent to the enactment of the JOBS Act, until such time as those standards apply to private companies.

Concentration of Risk

Financial instruments that potentially subject the Company to significant concentrations of credit risk consist principally of cash and cash equivalents and accounts receivable. As of December 31, 2025, the Company maintained its cash accounts at multiple financial institutions. At times, cash accounts may exceed Federal Deposit Insurance Corporation (“FDIC”) limits. The Company has not experienced any losses in such accounts. Management believes that the financial institutions that hold the Company’s cash are financially sound.

The Company grants credit terms in the normal course of business to certain customers. Typical payment terms are “net 30.” The Company regularly monitors collections and payments from customers and maintains allowances for expected credit losses resulting from the inability of customers to make required payments. Estimated losses are based on historical experience and any specific customer collection issues identified.

For the years ended December 31, 2025 and 2024, the Company had no major concentrations of accounts receivable or revenue from its customers.

The Company relies on multiple vendors to serve as its demand-side platform from which customers can purchase advertising inventory, which account for a significant portion of costs. While the Company believes that if the relationship with any of these technological intermediaries were to cease, there are alternative solutions that could be leveraged in the long term, there may be short-term impacts on the business and operations as transfers to such alternative solutions are made. As of December 31, 2025 and 2024, the Company had no reason to believe the relationships with its suppliers of advertising inventory were under duress.

Cash and Cash Equivalents

The Company considers all highly liquid investments with maturities of three months or less at the time of acquisition to be cash equivalents. Cash equivalents consist of amounts held in interest-bearing money market accounts that are readily convertible to cash. Cash equivalents are stated at cost, which approximates fair value.

Accounts Receivable

Accounts receivable are comprised principally of receivables due from advertising brands. The Company carries its accounts receivable at invoiced amounts less allowances for expected credit losses and allowances for estimated credits. In estimating the allowances for expected credit losses and allowances for customer credits, the Company evaluates a combination of factors such as historical chargeback rates, historical bad debts, the age of current outstanding account balances, customer concentrations, customer creditworthiness, current business environment, and economic conditions. The Company generally does not require any security or collateral to support its accounts receivable.

Allowance for Expected Credit Losses and Customer Credits

The Company maintains a reserve against its accounts receivable for estimated losses that may result from customers’ inability to pay. Accounts receivable that are deemed uncollectible are written off against the allowance for expected credit losses. Additions to the allowance are recorded to the provision for bad debt expense presented in general and administrative expense in the consolidated statements of operations.

The Company additionally maintains a reserve against accounts receivable for estimated credits, chargebacks, or other customer concessions. The reserve is intended to account for instances in which customers may be entitled to credits for price differences, disputes, and other disparities that arise in the ordinary course of dealings between the Company and its customers. Actual customer credits given are recorded against the allowance for customer credits. Additions to the allowance are recorded as a reduction to revenue in the consolidated statements of operations, as it is deemed a component of variable consideration in determining the transaction price under Accounting Standards Codification (“ASC”) 606, *Revenue from Contracts with Customers* (“ASC 606”).

Allowances for expected credit losses, credits, chargebacks, and other customer concessions recorded against accounts receivable on the consolidated balance sheets, were as follows (in thousands):

	Years Ended December 31,	
	2025	2024
Allowance for expected credit losses and customer credits, beginning of year	\$ (1,369)	\$ (811)
Additions to allowance (as estimated)	(2,650)	(2,495)
Actual write-offs or customer credits	2,426	1,937
Allowance for expected credit losses and customer credits, end of year	<u>\$ (1,593)</u>	<u>\$ (1,369)</u>

Deferred offering costs

Deferred offering costs, which consist of direct incremental legal, consulting, accounting and other fees related to the anticipated sale of the Company's common stock in the IPO, were capitalized and recorded in prepaid expenses and other current assets on the consolidated balance sheets prior to the IPO. After the IPO, all deferred offering costs were reclassified into additional paid-in capital as a reduction of proceeds, net of underwriting discount and commissions, received from the IPO on the consolidated balance sheets.

Internal Use Software

The Company capitalizes eligible costs associated with the development of its internal use software in accordance with ASC 350-40, *Internal-Use Software*. These costs include personnel and related employee benefits expenses for employees who are directly associated with and who devote time to software development projects. Software development costs that do not qualify for capitalization, as further discussed below, are expensed as incurred and recorded in technology and development expenses in the consolidated statements of operations.

Software development activities typically consist of three stages: (1) the planning phase; (2) the application and infrastructure development stage; and (3) the post implementation stage. Costs incurred in the planning and post implementation phases, including costs associated with the post-configuration training and repairs and maintenance of the developed technologies, are expensed as incurred. The Company capitalizes costs associated with software developed when the preliminary project stage is completed, management implicitly or explicitly authorizes and commits to funding the project and it is probable that the project will be completed and perform as intended. Costs incurred in the application and infrastructure development phases, including significant enhancements and upgrades, are capitalized. Capitalization ends once a project is substantially complete, and the software is ready for its intended purpose. Software development costs are amortized using a straight-line method over the estimated useful life of three years, commencing when the software is ready for its intended use, and recorded in cost of revenues in the consolidated statements of operations. The straight-line recognition method approximates the manner in which the expected benefit will be derived.

Software development costs may become obsolete in situations where development efforts are abandoned due to the viability of a planned project becoming doubtful or due to technological obsolescence of a developed software project. The Company evaluates the remaining useful lives and carrying values of capitalized software at least annually or when events and circumstances warrant such a review. When capitalized software costs are deemed obsolete, the cost and accumulated amortization are removed from the consolidated balance sheets and the resulting loss is reflected within cost of revenues in the consolidated statements of operations.

The Company does not transfer ownership of its internally developed software, or lease its software, to third parties.

Impairment of Long-Lived Assets

The Company continually evaluates whether events and circumstances have occurred that indicate the remaining estimated useful life of long-lived assets may warrant revision or that the remaining balance of long-lived assets may not be recoverable in accordance with ASC 360-10, *Impairment or Disposal of Long-Lived Assets*. When factors indicate that long-lived assets should be evaluated for possible impairment, the Company uses an estimate of the related undiscounted future cash flows

over the estimated remaining life of the long-lived assets in measuring whether they are recoverable. If the estimated undiscounted future cash flows are less than the carrying value of the asset, a loss is recorded as the excess of the asset's carrying value over its fair value.

Goodwill

Goodwill recorded by the Company represents excess consideration transferred over the fair value of net assets acquired in business combinations. Goodwill is not amortized but is subject to evaluation of impairment in accordance with ASC 350, *Intangibles—Goodwill and Other* on an annual basis, or more frequently if events or changes in circumstances indicate that the carrying amount of such assets may not be recoverable. If no such events or changes in circumstances occur, the Company performs its annual assessment in the fourth quarter of the year.

In accordance with the applicable guidance, a two-step process is utilized to assess whether or not goodwill may be impaired. The first step is a qualitative assessment that analyzes current economic indicators and other qualitative factors. If the first step indicates that it is more likely than not that the fair value is less than its carry amount, a quantitative analysis must be performed. The quantitative analysis, if determined to be necessary, compares the estimated fair value of the reporting unit to the carrying value. If this step indicates that the carrying value of the reporting unit is in excess of its fair value, an impairment loss shall be recognized in an amount equal to that excess. The Company operates as a single operating segment and has identified a single reporting unit.

Warrants Liabilities

Warrants related to the Company's redeemable convertible preferred stock were classified as liabilities in the balance sheet as a result of contingent redemption features. Warrants related to the Company's common stock were classified as liabilities in the balance sheet as a result of a conditional obligation for the Company to repurchase the shares. These warrants were remeasured at each balance sheet date and any change in fair value was recognized within other expense, net in the consolidated statements of operations.

Contingencies

The Company accounts for contingencies in accordance with ASC 450, *Contingencies* ("ASC 450"). For loss contingencies, such as potential legal settlements or potential indirect tax exposures, the Company records an estimated loss when the loss is considered probable and the amount of loss is reasonably estimable. If a loss is considered probable but the best estimate of the loss can only be identified within a range and no specific amount within that range is more likely, then the minimum of the range is accrued.

Fair Value of Financial Instruments

The carrying values of cash and cash equivalents, accounts receivable, prepaid expenses and other assets, accounts payable and accrued expenses approximate their fair value due to the short maturity of these instruments. The fair values of the Company's short-term note payable and revolving credit facility approximate their carrying values due to the variable rate of interest and borrowing rates available to the Company with similar terms. For information related to the fair value of the Company's convertible debt, see Note 9, Convertible Notes and Warrant Liabilities.

The Company follows ASC 820, *Fair Value Measurement* ("ASC 820"), in accounting for fair value measurements. ASC 820 defines fair value and prescribes a framework for measuring fair value in accordance with existing generally accepted accounting principles. Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. Valuation techniques used to measure fair value must maximize the use of observable inputs and minimize the use of unobservable inputs. Observable inputs are based on market data obtained from independent sources. Fair value measurements are based on a fair value hierarchy, based on three levels of inputs, of which the first two are considered observable and the last unobservable, which are the following:

- *Level 1* – Quoted prices (unadjusted) in active markets for identical assets or liabilities that the Company has the ability to access at the measurement date.
- *Level 2* – Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly, such as quoted market prices for similar assets and liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the asset or liability.
- *Level 3* – Unobservable inputs that reflect management's best estimate of what market participants would use in pricing the asset or liability at the measurement date.

The Company's convertible preferred stock warrants, common stock warrants and embedded derivative liabilities were measured, and the contingent liabilities are measured, using unobservable inputs that require a high level of judgment to determine fair value and were thus classified as Level 3. The Company estimated the fair value of preferred and common stock warrants using a combination of the market approach and the income approach and an option-pricing model. The Company estimated the fair value of embedded derivative liabilities using a with-and-without model which considers the discounted cash flows and optionality of the related instrument and incorporates scenarios with and without the identified derivatives to derive the fair value. The Company estimates the fair value of contingent liabilities utilizing a Monte Carlo simulation. These models require the Company to use significant unobservable inputs into the models including the timing and probability weighting of potential liquidity events, discount for lack of marketability on securities, discount/interest rates, expected volatility and dividend yields.

Revenue Recognition

The Company recognizes revenue in accordance with ASC 606. The Company generates revenue by charging its customers a variable usage-based fee based on the level of ad spend and through charging fees for various ad production activities. The Company recognizes revenue through the following steps:

- identification of the contract, or contracts, with a customer;
- identification of the performance obligations in the contract;
- determination of the transaction price;
- allocation of the transaction price to the performance obligations in the contract; and
- recognition of revenue when, or as, the performance obligations are satisfied.

The determination as to whether revenue should be reported gross of amounts billed to customers (gross basis) or net of payments to suppliers (net basis) requires significant judgment and is based on its assessment of whether the Company is acting as the principal or an agent in the transaction. The Company has determined that it does not act as the principal in the purchase and sale of digital advertising inventory because it does not control the advertising inventory and it does not set the price which is the result of an auction within the marketplace. Based on these and other factors, the Company reports revenue from the sale of advertising inventory on its platform on a net basis. The Company has also determined that it does not act as the principal in its production activities because the Company's role as a facilitator does not give the Company complete control over the specified good, is not primarily responsible for the performance of third-party services, cannot redirect those services to fulfill other contracts, does not carry inventory risk, and does not set the price of third party services used in the production activities. Therefore, the Company also reports revenue from its production activities on a net basis.

The Company bills its customers on a gross basis, inclusive of the cost of procuring the advertising inventory. The Company reports revenue on a net basis which represents gross billings net of amounts it pays suppliers for the cost of advertising inventory. The Company's accounts receivable are recorded at the amount of gross billings to customers, net of allowance, for the amounts it is responsible to collect, and its accounts payable are recorded at the amounts payable to suppliers. Accordingly, both accounts receivable and accounts payable appear large in relation to revenue reported on a net basis.

Cost of Revenues

Cost of revenues consists primarily of hosting and data costs, third-party service fees, and personnel costs. Personnel costs included in cost of revenues include salaries, benefits, bonuses, and stock-based compensation and are primarily attributable to personnel in the Company who support the Company's platform and who support the production of video ads. The Company capitalizes costs associated with software that is developed or obtained for internal use and amortizes the costs associated with its revenue-producing platform in cost of revenues over their estimated useful lives.

Technology and Development

Technology and development expense consists of personnel-related costs (including salaries, bonuses, benefits and stock-based compensation) and SaaS and other tools related to the development and operation of the Company's platform. 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 development costs included in internal use software, net on the Company's consolidated balance sheets.

Sales and Marketing

Sales and marketing expense consists of personnel-related costs (including salaries, commissions, bonuses, benefits and stock-based compensation), as well as costs related to promotional activities such as online advertising, branding products

and trade shows and fees paid to third parties for marketing and product research. Commission costs are expensed as incurred. Advertising expenses were \$20.3 million and \$9.3 million for the years ended December 31, 2025 and 2024, respectively, and are expensed as incurred.

General and Administrative

General and administrative expenses consist of personnel-related costs (including salaries, bonuses, benefits, and stock-based compensation) related to the Company's executive, finance and accounting, human resources and administrative departments. General and administrative costs also include fees for third-party professional services, including consulting, legal and accounting services, merchant service fees, other employee-related costs, and charitable contributions.

Stock-Based Compensation

The Company recognizes compensation expense related to employee stock option grants in accordance with ASC 718, Compensation—Stock Compensation ("ASC 718"). Awards are measured and recognized in the consolidated financial statements based on the fair value of the awards granted.

The fair values of stock option awards are estimated on the grant date using the Black-Scholes option pricing model, except for the performance options that are estimated using a Monte Carlo simulation model. Both the Black-Scholes option-pricing model and Monte Carlo simulation model require the Company to make certain assumptions including the fair value of the underlying common stock, the expected term, the expected volatility, the risk-free interest rate, the dividend yield, and the derived service period. The assumptions used represent management's best estimates, which involve inherent uncertainties. The assumptions and estimates are summarized as follows:

- *Fair Value of the Underlying Common Stock* – Prior to the IPO, the Company estimated the fair value of its stock with the assistance of a third-party valuation specialist, who derived the value using a combination of market and income approach valuation models. Subsequent to the IPO, the fair value of common stock is based on the closing price of the Company's Class A common stock on grant date.
- *Risk-Free Interest Rate* – The risk-free interest rate used is based on the implied yield in effect at the time of grant of U.S. Treasury securities with maturities similar to the expected term of the options.
- *Expected Term* – The Company calculates the expected term of its employee options based upon the simplified method, which estimates the expected term as the average of the contractual life of the option and its vesting period.
- *Volatility* – The expected volatility is based on the historical volatility of comparable companies from a representative peer group selected based on industry, financial, and market-capitalization data as the Company does not have sufficient trading history for its Class A common stock.
- *Dividend Yield* – The dividend yield is zero as the Company has not declared or paid any dividends to date and does not currently expect to do so in the future.
- *Derived Service Period* – For the performance options, the derived service period is the time from the service inception date to the expected date of satisfaction of the market condition. The Company estimates the derived service period with the assistance of a third-party valuation specialist, utilizing a Monte Carlo simulation representing the median of all paths to vest by tranche.

Stock-based compensation expense related to stock option awards is recognized on a straight-line basis over the requisite service period, which is generally the vesting period. Stock-based compensation for the performance options is recognized on a graded-vesting basis over a derived service period but may be accelerated if the vesting criteria are fulfilled prior to the estimated performance period. Stock-based compensation expense is recorded net of actual forfeitures. Modifications to stock option awards are remeasured to fair value using the Black-Scholes model at the date of modification, with the incremental increase in fair value being recognized in expense. Refer to Note 13, Stock-Based Compensation for further discussion of the Company's stock-based compensation awards.

Other Expense (Income)

Interest Income (Expense), Net. Interest income (expense), net consists of interest expense incurred on the Company's 2023 Convertible Debt, Revolving Credit Facility, and the short-term note payable incurred in connection with the QuickFrame Acquisition, as well as accretion of debt discount on the 2023 Convertible Debt, offset by interest income earned on cash balances and short-term notes receivable.

Other Expense, Net. Other expense, net primarily consists of non-operating gains or losses, including fair value adjustments related to outstanding warrants, embedded derivative liability, convertible debt and contingent liabilities, and gains or losses on debt extinguishment.

Income Taxes

Income taxes are accounted for using an asset and liability approach that requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the consolidated financial statements. Under this method, deferred tax assets and liabilities are determined based on the differences between the consolidated financial statements and tax basis of assets and liabilities and are measured using enacted tax rates in effect for the year in which the differences are expected to reverse. The effect of a change in tax rates or tax law on deferred tax assets and liabilities is recognized in income in the period that includes the enactment date. A valuation allowance is provided on deferred tax assets when it is determined that it is more likely than not that some portion or all of the net deferred tax assets will not be realized.

The Company recognizes the tax benefit from uncertain tax positions only if it is more likely than not that the tax positions will be sustained on examination by the tax authorities, based on the technical merits of the position. The tax benefit is measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement. The Company recognizes interest and penalties related to income tax matters in the income tax provision.

Comprehensive Income (Loss)

ASC 220, *Income Statement—Reporting Comprehensive Income*, establishes standards for the reporting and presentation of comprehensive income (loss) and its components in the consolidated financial statements. For the years ended December 31, 2025 and 2024, the Company had no other comprehensive income (loss) items; therefore, comprehensive income (loss) equals net income (loss). Accordingly, the Company has not included a separate statement of comprehensive income (loss) in the consolidated financial statements.

Recently Issued Accounting Pronouncements Not Yet Adopted

In December 2023, the Financial Accounting Standards Board (the "FASB") issued Accounting Standards Update ("ASU") No. 2023-09, Income Taxes (Topic 740): *Improvements to Income Tax Disclosures*, which requires greater disaggregation of information and consistent categories in the effective tax rate reconciliation and income taxes paid disaggregated by jurisdictions. It also includes certain other amendments to improve the effectiveness of income tax disclosures. For public entities, this guidance will be effective on a prospective basis, with an option to apply it retrospectively, for annual periods beginning after December 15, 2024. As an emerging growth company that has not opted out of the extended transition period for complying with new or revised financial accounting standards, the amendments in ASU No. 2023-09 are effective for annual periods beginning after December 15, 2025, with early adoption permitted. The Company is currently evaluating the impact of the new guidance on its consolidated financial statements and notes.

In November 2024, the FASB issued ASU No. 2024-03, Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures (Subtopic 220-40): *Disaggregation of Income Statement Expenses*, which requires entities to disclose additional information about certain expense categories in the notes to the financial statements. This guidance may be applied retrospectively or prospectively for annual reporting periods beginning after December 15, 2026, and interim periods beginning after December 15, 2027. Early adoption is permitted. The Company is currently evaluating the impact of the new guidance on its consolidated financial statements and notes.

In July 2025, the FASB issued ASU No. 2025-05, Financial Instruments—Credit Losses (Topic 326): *Measurement of Credit Losses for Accounts Receivable and Contract Assets*, which provides a practical expedient for estimating expected credit losses for current accounts receivable and current contract assets that arise from transactions accounted for under Topic 606, Revenue from Contracts with Customers. This guidance will be effective on a prospective basis, for interim and annual periods beginning after December 15, 2025. Early adoption is permitted. The Company is currently evaluating the impact of the new guidance on its consolidated financial statements and notes.

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*, which clarifies and modernizes the accounting for costs related to internal-use software. This guidance may be applied using a retrospective, prospective or modified transition approach for interim and annual periods beginning after December 15, 2027. Early adoption is permitted. The Company is currently evaluating the impact of the new guidance on its consolidated financial statements and notes.

In November 2025, the FASB issued ASU No. 2025-11, Interim Reporting (Topic 270): *Narrow-Scope Improvements*, to add clarity and consistency for disclosure requirements in interim periods. The amendments can be applied on either a prospective

or retrospective basis, and are effective for interim reporting periods within annual reporting periods beginning after December 15, 2027, with early adoption permitted. The Company is currently evaluating the impact of the new guidance on its consolidated financial statements and notes.

3. Net Loss Per Share Attributable to Common Stockholders

Net loss per share (“EPS”) attributable to common stockholders consists of the following (in thousands, except share and per share information):

	Years Ended December 31,	
	2025	2024
Numerator		
Net loss	\$ (6,426)	\$ (32,877)
Numerator for basic and dilutive EPS – income available to common stockholders	\$ (6,426)	\$ (32,877)
Denominator		
Denominator for basic EPS – weighted average shares ⁽¹⁾	50,904,497	13,813,436
Denominator for diluted EPS – adjusted weighted average shares and assumed conversions	50,904,497	13,813,436
Basic and Diluted EPS	<u>\$ (0.13)</u>	<u>\$ (2.38)</u>
Anti-Dilutive Securities excluded in the calculation of EPS		
Stock options and restricted stock units	6,865,459	8,284,694
Preferred stock	—	41,994,022
Warrants	—	3,499,894
Convertible debt	—	2,215,674
Total potentially dilutive shares	<u>6,865,459</u>	<u>55,994,284</u>

⁽¹⁾ Weighted average shares combine the Company's common stock, Class A common stock, and Class B common stock. See Note 12, Capitalization, for discussion of the establishment of the Company's two classes of common stock and the conversion of its common stock into Class A common stock in connection with the Company's initial public offering in May 2025.

4. Fair Value Measurements

The Company's financial liabilities measured at fair value on a recurring basis and the level of inputs used for such measurements were as follows (in thousands):

	As of December 31,	
	2025	2024
Level 3		
Series D warrants	\$ —	\$ 7,882
Common stock warrants	—	10,976
Embedded derivative liabilities	—	24,931
Contingent liabilities	166	—
Total financial liabilities	<u>\$ 166</u>	<u>\$ 43,789</u>

The Company's financial liabilities subject to fair value procedures were comprised of the following:

- *Series D warrants* – These warrants were issued to noteholders in connection with the Subordinated Convertible Promissory Notes (the “Convertible Notes”) in 2023. The fair value of these warrants was estimated using the fair value of the Company's Series D Preferred Stock adjusted for the probability that the Convertible Notes would reach maturity at each measurement date, which are unobservable inputs. The Series D warrants were recorded within warrant liabilities on the consolidated balance sheets. See Note 9, Convertible Debt and Warrant Liabilities, for details of the terms and conditions of the Series D warrants.
- *Common stock warrants* – These warrants were issued to a lender in connection with a bank loan facility extension in 2018. The fair value of these warrants was estimated using the fair value of the Company's common stock at each

measurement date, which, prior to the IPO, was an unobservable input. Subsequent to the IPO, the fair value of the Company's common stock was based on the closing price of the Company's Class A common stock on the valuation date, which is an observable input. The common stock warrants were recorded within warrant liabilities on the consolidated balance sheets and were transferred from Level 3 to Level 1 on the fair value hierarchy subsequent to the IPO in May 2025. The warrants were exercised during the year ended December 31, 2025. See Note 9, Convertible Debt and Warrant Liabilities, for details of the terms and conditions of the common stock warrants.

- *Embedded derivative liabilities* – The embedded derivative liabilities represented the embedded features of the Convertible Notes issued in 2023. The Company estimated the fair value of the embedded derivative liabilities using a with-and-without model which compares the estimated fair value of the underlying instrument with the embedded features to the estimated fair value of the underlying instrument without the embedded features, with the difference representing the estimated fair value of the embedded derivative features. The with-and-without model includes significant unobservable inputs including the timing and probability weighting of potential liquidity events, discount rate, illiquidity discount, and expected volatility. Other assumptions used in the model that are not significant unobservable estimates are interest rate and risk-free rate. See Note 9, Convertible Debt and Warrant Liabilities, for details on the embedded derivative liabilities.
- *Contingent liabilities* – The Company issued contingent consideration in connection with its 2021 acquisition of Maximum Effort Marketing. The Company estimates the fair value of its contingent liabilities using a Monte Carlo simulation model. Contingent liabilities are recorded within other non-current liabilities on the consolidated balance sheets. See Note 10, Other Liabilities, for details of the terms and conditions of the contingent liabilities.
- *Convertible debt* – On April 1, 2025, the Company and the holders of the Convertible Notes executed an Omnibus Amendment and Note Conversion Agreement (the "Note Conversion Amendment"). As the terms of the Note Conversion Amendment were determined to be substantially different than the terms of the Convertible Notes prior to the Note Conversion Amendment, the modification was accounted for as a debt extinguishment and the modified Convertible Notes were recorded on the consolidated balance sheets at fair value. The Company estimated the fair value of the Convertible Notes using a scenario-based approach and unobservable inputs including the timing and probability weighting of potential liquidity events, discount for lack of marketability on securities, discount rate, interest rates, expected volatility, and dividend yields. See Note 9, Convertible Debt and Warrant Liabilities, for details on the terms and conditions of the modified Convertible Notes and the Company's election of the fair value option.

Any changes in these assumptions can change the valuation significantly. Changes in fair value are recognized within other expense, net and interest income (expense), net on the consolidated statements of operations.

A summary of the changes in fair value of the Company's Level 3 financial instruments for the year ended December 31, 2025 were as follows (in thousands):

	Series D Warrants	Common Stock Warrants	Embedded Derivative Liabilities	Contingent Liabilities	Convertible Debt	Total
Balance at December 31, 2024	\$ 7,882	\$ 10,976	\$ 24,931	\$ —	\$ —	\$ 43,789
Additions	—	—	—	—	119,257	119,257
Extinguishments	—	—	(41,505)	—	(124,047)	(165,552)
Change in fair value included in other expense, net	(7,882)	711	16,574	166	4,395	13,964
Change in fair value included in interest income (expense), net	—	—	—	—	395	395
Transfers out of Level 3	—	(11,687)	—	—	—	(11,687)
Balance at December 31, 2025	\$ —	\$ —	\$ —	\$ 166	\$ —	\$ 166

The range of assumptions used to calculate the fair value of the Series D Warrants, embedded derivative liabilities, contingent liabilities, and convertible debt during the year ended December 31, 2025 were as follows:

	Series D Warrants	Embedded Derivative Liability	Contingent Liabilities	Convertible Debt
Interest rate	-	6.0%	-	6.0%
Risk-free rate	4.2%	3.9% - 4.3%	3.5% - 3.7%	3.9% - 4.3%
Discount rate	-	40.0%	-	40.0%
Probability weight	10.0%	1.3% - 75.0%	-	1.3% - 75.0%
Expected volatility	65.0%	65.0%	61.0% - 70.0%	65.0%
Expected term (years)	0.8	0.3 - 2	1.3 - 1.8	0.3 - 2

5. Prepaid Expenses and Other Current Assets

Prepaid expenses and other current assets were as follows (in thousands):

	As of December 31,	
	2025	2024
Notes receivable	\$ 5,318	\$ —
Prepaid expenses and events	4,559	2,934
Vendor credit	3,500	—
Creative production advances	666	1,048
Income tax overpayment	200	18
Deferred offering costs	—	4,825
Other	233	106
Total	<u>\$ 14,476</u>	<u>\$ 8,931</u>

Notes Receivable - AMT Notes

In April 2025, the Company issued full recourse promissory notes and pledge agreements with four employees to facilitate alternative minimum tax liability payments for a total of \$4.6 million (the "AMT Notes"). The AMT Notes accrue interest at a rate of 4.46% per annum. On December 29, 2025, the notes were amended to extend the maturity date, becoming due and payable, together with interest accrued and unpaid, on the earliest to occur of (i) November 10, 2026 and (ii) the date immediately prior to the day that the existence of the note would otherwise violate the Sarbanes-Oxley Act of 2002. The AMT Notes are collateralized by shares of common stock held by the employees. As of December 31, 2025, \$4.8 million of principal and accrued interest is outstanding.

Vendor Credit

During the year ended December 31, 2025, the Company received a credit memo for 2025 purchases that will be applied against future purchases from this vendor during the year ended December 31, 2026.

Notes Receivable - Maximum Effort Marketing

As part of the closing of the Maximum Effort Marketing Transaction, the Company made available to the buyer a line of credit of up to \$5.0 million. The line of credit, which was fully drawn upon, accrued interest on the unpaid principal amount at a per annum rate equal to 8.00%. The line of credit expired and the buyer repaid the outstanding principal amount and accrued interest in cash prior to the Maturity Date of December 31, 2025.

6. Divestiture

On February 28, 2025, the Company entered into a membership interest purchase agreement to transfer its interest in Maximum Effort Marketing to an affiliate of its original owner. The Maximum Effort Marketing Transaction closed on April 1, 2025. Maximum Effort Marketing has provided strategic brand marketing services to the Company since the acquisition in August 2021 and will continue to provide strategic creative services to the Company after the closing of the Maximum Effort Marketing Transaction through a creative services agreement. Any gain or loss calculated on the derecognition of the assets and liabilities of Maximum Effort Marketing is the difference between the carrying amount of the derecognized assets and liabilities, and the fair value of the consideration received, net of costs to sell. The Company recorded a gain of \$100 (one hundred dollars) within other expense, net on the consolidated statements of operations.

Upon the closing of the Maximum Effort Marketing Transaction, the Company no longer controlled Maximum Effort Marketing and derecognized the following assets and liabilities at carrying value on April 1, 2025 (in thousands):

Accounts receivable, net	\$	1,171
Prepaid expenses and other assets		1,434
Other current liabilities		(2,605)
Net assets disposed	\$	—

The Company determined that the Maximum Effort Marketing Transaction did not represent a strategic shift and did not have a major effect on the Company's operations or financial results and as such, did not meet the criteria for classification as discontinued operations.

7. Intangible Assets

Internal use software

Internal use software, net consists of the following (in thousands):

	As of December 31,	
	2025	2024
Internal use software	\$ 38,689	\$ 28,894
Less: Accumulated amortization	(20,885)	(16,448)
Internal use software, net	\$ 17,804	\$ 12,446

Amortization expense for internal use software, which was recorded in cost of revenues in the consolidated statements of operations, was \$7.1 million and \$5.7 million for the years ended December 31, 2025 and 2024, respectively. The carrying value of internal use software that was disposed of due to obsolescence during the years ended December 31, 2025 and 2024 and was \$0.9 million and \$0.5 million, respectively.

The estimated aggregate amortization expense of internal use software for each of the succeeding fiscal years is as follows (in thousands):

2026	\$	7,547
2027		6,223
2028		3,579
2029		455
Total future amortization expense	\$	17,804

Intangible assets, net

Intangible assets consist primarily of acquired intangible assets assumed in prior acquisitions, and were as follows (in thousands):

		As of December 31,			
		2025		2024	
	Weighted Average Amortizable Life In Years	Gross Carrying Amount	Accumulated Amortization	Gross Carrying Amount	Accumulated Amortization
Intangible assets subject to amortization					
Customer contracts	2	\$ —	\$ —	\$ 1,900	\$ (1,900)
Customer relationships	10	9,400	(3,760)	9,400	(2,820)
Content creator network	2	20,300	(20,300)	20,300	(20,300)
Trademarks and trade name	10	8,500	(3,400)	8,500	(2,550)
Developed technology	5	4,200	(3,360)	4,200	(2,520)
		42,400	(30,820)	44,300	(30,090)
Intangible assets not subject to amortization					
Domain names	—	1,142	—	1,142	—
		\$ 43,542	\$ (30,820)	\$ 45,442	\$ (30,090)

Intangible assets subject to amortization are amortized using a straight-line method over the estimated useful life. The Company recorded \$2.6 million and \$2.6 million of amortization associated with acquired intangibles for the years ended December 31, 2025 and 2024, respectively. Customer contracts intangibles were sold during the year ended December 31, 2025 as part of the Maximum Effort Marketing transaction, see Note 6, Divestiture.

The estimated aggregate amortization expense of intangible assets for each of the succeeding fiscal years is as follows (in thousands):

2026	\$ 2,630
2027	1,790
2028	1,790
2029	1,790
2030	1,790
Thereafter	1,790
Total future amortization expense	<u>\$ 11,580</u>

Goodwill

The Company's goodwill balance as of December 31, 2025 and 2024, was \$51.9 million, which consists of \$13.5 million recorded for the acquisition of Maximum Effort on August 25, 2021, and \$38.4 million recorded for the acquisition of QuickFrame on December 30, 2021.

8. Debt

Short-term note payable

The balance of the short-term note payable as of December 31, 2024 of \$0.6 million represented the remaining holdback amount for recovery for indemnification claims associated with the Company's acquisition of QuickFrame in 2021. In the first quarter of 2025 the indemnification claims were settled and the remaining balance of the holdback amount was used to cover legal expenses, resulting in a remaining payable balance of \$0 as of December 31, 2025.

Revolving credit facility

The Company entered into an Amended and Restated Business Financing Agreement on December 8, 2025 ("2025 Amended and Restated Financing Agreement") with Western Alliance Bank, which provided for a revolving credit line ("Revolving Credit Facility"). After the most recent amendment, the Revolving Credit Facility provides for up to \$50.0 million in aggregate principal amount of revolver borrowings with the option to request from time to time up to an additional \$30.0

million in borrowings. The Revolving Credit Facility matures on May 28, 2029. Borrowings under the Revolving Credit Facility bear annual interest at a floating per annum rate equal to SOFR plus 3.00%, with a floor of 1.00%. The 2025 Amended and Restated Financing Agreement provides for certain events of default such as nonpayment of principal and interest when due, breaches of representations and warranties, noncompliance with covenants, acts of insolvency, and default on certain agreements related to indebtedness. Upon the occurrence of a continuing event of default and at the option of the bank (as defined in the 2025 Amendment and Restated Financing Agreement), all of the amounts outstanding under the 2025 Amended and Restated Financing Agreement may be declared to be immediately due and payable and any amount outstanding will bear interest at 3.00% above the interest rate otherwise applicable. The availability under the 2025 Amended and Restated Financing Agreement for which the Company may request an advance against is the lower of the \$50.0 million maximum or the calculated borrowing base of 85% of eligible receivables as defined in the 2025 Amended and Restated Financing Agreement, less any outstanding borrowings.

Outstanding borrowings against the Revolving Credit Facility were \$0 as of December 31, 2025 and 2024. The Company had up to \$49.4 million available under its financing agreement as of December 31, 2025.

Under the 2025 Amended and Restated Financing Agreement, the Company must maintain compliance with an Adjusted Quick Ratio (defined as unrestricted cash maintained with the lender plus eligible receivables divided by the sum of outstanding loans plus accounts payable aged over 60 days from the invoice date) covenant of at least 1.35 to 1.00 if the unrestricted cash balance with the lender is less than \$35.0 million and there are outstanding borrowings. Such covenant will be tested as of the last day of the most recently completed fiscal period for which financial statements have been delivered and for each fiscal period thereafter until the unrestricted cash balance is above \$35.0 million and there are outstanding borrowings. The Company is also required to maintain \$75.0 million of depository and operating accounts with Western Alliance Bank, subject to certain exceptions. The Company was in compliance with all covenants as of December 31, 2025.

9. Convertible Debt and Warrant Liabilities

Convertible Debt, Embedded Derivative Liabilities, and Series D Warrants

From January through May 11, 2023, the Company issued convertible debt, Subordinated Convertible Promissory Notes (the "Convertible Notes)," for an aggregate \$47.1 million in principal amount, \$21.5 million of which were issued to related parties. On May 9, 2024, the Company and the holders of the Convertible Notes executed an Omnibus Amendment to Notes and Warrants (the "2024 Amendment"). The Convertible Notes accrued interest on an annual basis at the rate of 6% per annum, and the outstanding principal amount and any unpaid accrued interest would be due and payable upon request on or after July 27, 2025. The holders of the Convertible Notes could elect to convert the Convertible Notes into shares of Series D Preferred Stock at a conversion price equal to \$22.9653, with the shares issued to be calculated by dividing the outstanding principal and unpaid accrued interest by the conversion price. Voluntary conversion could be elected on or after the maturity date, upon an equity financing event in which the Company received cash in exchange for the sale of equity securities, upon a change in control of the Company, or upon an initial public offering. In the event of either a change in control of the Company or an initial public offering occurring after December 31, 2024, but before the maturity of the Convertible Notes, the noteholders could elect for the Company to pay two and one half times (2.5x) the aggregate principal amount of such note plus all unpaid accrued interest.

In connection with the issuance of the Convertible Notes in 2023 and the 2024 Amendment, the Company also issued to each of the noteholders a warrant to purchase shares of Series D Preferred Stock for \$0.01 per share (the "Series D Warrants"), with each warrant being exercisable for the number of shares of Series D Preferred Stock determined by dividing the principal Convertible Note amount by the Series D original issue price of \$22.9653 per share. Warrants were issued for an aggregate 3,076,358 of Series D Preferred Stock, comprised of 2,050,909 warrants with the original issuance of the Convertible Notes and 1,025,449 warrants in connection with the 2024 Amendment. The warrants would not be exercisable until July 27, 2025, and would be terminated upon the earliest to occur of (a) 60 days following July 27, 2025, (b) immediately prior to the closing of an initial public offering, (c) immediately prior to the effective time of an acquisition or change in control of the Company, or (d) immediately prior to the closing of an equity financing in which the Convertible Notes convert.

The Company analyzed the embedded features of the Convertible Notes for derivative accounting considerations in accordance with ASC 815-10, *Derivatives and Hedging*. The embedded cash redemption features that allow the noteholders to elect to contingently receive 2.5x the aggregate principal amount of the note plus all unpaid accrued interest were determined to be embedded derivatives because the economic characteristics and risks are not clearly and closely related to the host contract, the hybrid instrument is not measured at fair value, and it allows the contract to be net settled outside of the Company's control. Therefore, the Company bifurcated the embedded feature from the convertible notes and recorded an embedded derivative liability on the consolidated balance sheets. The Company measured the fair value of the embedded

derivative liability at issuance by determining the fair value in accordance with ASC 820 and re-measured the fair value at each reporting period, with any changes recorded to other expense, net as fair value adjustments.

The Series D Warrants issued were determined to be freestanding financial instruments as they are legally detachable and separately exercisable, and therefore are evaluated independently of the related Convertible Notes. The Series D Preferred Shares were contingently redeemable outside of the Company's control and therefore, the warrants were classified as a liability on the consolidated balance sheets. The Company measured the value of the warrants at the date of issuance by determining the fair value in accordance with ASC 820 and re-measures the fair value at each reporting period, with any changes recorded to other expense, net as fair value adjustments.

The Convertible Notes were originally recorded at face value upon issuance and the warrant value and embedded derivative value as a discount on the carrying value of the debt. As the terms of the 2024 Amendment were not substantially different than the terms of the Convertible Notes prior to the 2024 Amendment, the 2024 Amendment was accounted for as a debt modification. Accordingly, the fair value of the new warrants issued as part of the 2024 Amendment were treated as an incremental discount on the carrying value of debt. The Company recognized accrued interest and accretion of the warrant and embedded derivative liability discount as interest expense using the effective interest method over the life of the debt.

2025 Note Conversion Amendment

On April 1, 2025, the Company and the holders of the Convertible Notes executed an Omnibus Amendment and Note Conversion Agreement (the "Note Conversion Amendment"). The terms of the Note Conversion Amendment provided that an aggregate principal amount of \$23.1 million of the Convertible Notes (plus accrued and unpaid interest) would convert into a number of shares of the Company's Class A common stock at closing of the IPO (the "First Convertible Notes Conversion") at a ratio based on the First Conversion Price. The "First Conversion Price" was (a) with respect to the conversion of the principal amount of such Convertible Notes, an amount equal to the lesser of (x) 40.0% of the IPO Price and (y) \$9.18612 and (b) with respect to the conversion of the interest on such Convertible Notes, an amount equal to the lesser of (x) the IPO Price and (y) \$22.9653. In addition, the remaining Convertible Notes would, with respect to the principal amount of \$24.0 million, (x) be repaid in cash, plus accrued and unpaid interest, (the "Second Conversion Repayment") and (y) convert into a number of shares of our Class A common stock (the "Second Convertible Notes Conversion" and, together with the First Convertible Notes Conversion, the "Convertible Notes Conversions") at a ratio based on the Second Conversion Price. The "Second Conversion Price" is the lower of (a) 66.6667% of the IPO Price and (b) \$15.3102.

Additionally, pursuant to the terms of the Note Conversion Amendment, certain holders of the Convertible Notes converting in connection with the First Convertible Notes Conversion irrevocably elected to cause the Company to purchase an aggregate principal amount of \$8.9 million of shares of Class A common stock at the lower of (a) the IPO Price and (b) \$22.9653 (the "Share Purchase").

The terms of the Note Conversion Amendment were determined to be substantially different than the terms of the Convertible Notes prior to the Note Conversion Amendment, and as such, in accordance with ASC 470, *Debt*, the modification was accounted for as a debt extinguishment, with the difference between the fair value of the modified Convertible Notes and the net carrying amount of the extinguished Convertible Notes, including the fair value of the embedded derivative liability on date of extinguishment, recognized as a loss on extinguishment within other expense, net on the consolidated statements of operations.

As the modified Convertible Notes were treated as a new financial instrument, the Company elected to apply the fair value measurement option on the date that the Company first recognized the modified Convertible Notes on April 1, 2025. The fair value measurement option election was made to align the accounting for the modified Convertible Notes with the Company's financial reporting objectives. The Company acknowledges that its election to apply the fair value option is irrevocable. As a result of adopting the fair value option no embedded derivatives should be bifurcated from the Convertible Notes. The Company recorded interest expense related to these Convertible Notes as a change in fair value within interest (income) expense, net in the consolidated statements of operations. Remaining changes in fair value are recorded within other expense, net in the consolidated statements of operations and changes in fair value related to instrument specific credit risk are recorded in other comprehensive loss.

A reconciliation of the carrying value of the Convertible Notes immediately prior to extinguishment, fair value of the modified Convertible Notes recorded on the consolidated balance sheets as of April 1, 2025, and the resulting loss on extinguishment recorded during the year ended December 31, 2025 is as follows (in thousands):

Gross carrying value of Convertible Notes	\$	47,100
Unamortized Debt Discount		(1,685)
Accrued interest		5,901
Net carrying value of Convertible Notes prior to extinguishment		51,316
Fair value of embedded derivative liability prior to extinguishment		41,505
Total value prior to extinguishment	\$	92,821
Fair value of modified Convertible Notes as of April 1, 2025	\$	119,257
Loss on extinguishment of Convertible Notes	\$	(26,436)

Convertible Note Settlement

In connection with the closing of the Company's IPO on May 23, 2025, the Company settled the Convertible Notes in full with the noteholders as follows:

- 3,806,425 shares of the Company's Class A common stock were issued in the First Convertible Notes Conversion for an aggregate principal amount of \$23.1 million plus accrued interest of \$3.2 million. 2,556,313 of the First Convertible Notes Conversion shares were issued to related parties.
- \$24.0 million of principal and \$3.1 million of accrued interest was paid to the noteholders in the Second Conversion Repayment. \$6.8 million of the Second Conversion Repayment was paid to related parties.
- 2,250,000 shares of the Company's Class A common stock were issued in the Second Convertible Notes Conversion for an aggregate principal amount of \$24.0 million. 562,500 of the Second Convertible Notes Conversion shares were issued to related parties.
- 626,588 shares issued in the First Convertible Notes Conversion were repurchased by the Company in the Share Purchase for \$8.9 million of principal and \$1.1 million of accrued interest. 88,976 of the shares purchased in the Share Purchase were repurchased from related parties.

Immediately prior to the settlement, the Convertible Notes were marked to fair value of \$124.0 million with the change in fair value recorded within other expense, net. Additionally, the Series D Warrants terminated immediately prior to the closing of the IPO and were marked to fair value of \$0 with the change in fair value recorded within other expense, net. As of December 31, 2025, the Convertible Notes had no outstanding balance as all principal and accrued interest was fully settled in connection with the Company's IPO.

The Company recognized \$2.0 million in effective interest for the year ended December 31, 2025, using an annual effective interest rate of 19.90%. The effective interest was inclusive of \$1.1 million of stated interest for the year ended December 31, 2025, and accretion of the debt discount of \$0.9 million for the year ended December 31, 2025.

The Company recognized \$8.8 million in effective interest for the year ended December 31, 2024, using an annual effective interest rate of 30.24% prior to the 2024 Amendment, and an annual effective interest rate of 19.90% subsequent to the 2024 Amendment. The effective interest was inclusive of \$2.8 million of stated interest for the year ended December 31, 2024, and accretion of the debt discount of \$6.0 million for the year ended December 31, 2024.

Common Stock Warrants

In connection with a bank loan facility extension on April 5, 2018, the Company issued a warrant to a lender to purchase 267,194 shares of common stock, along with an option for an additional 267,194 shares as a result of the Company not achieving a \$4.5 million minimum capital raise requirement by June 30, 2018. Immediately upon issuance of the warrants, all 534,388 shares were vested and exercisable at an exercise price of \$0.01 per share with an expiration date of April 5, 2028. In the event of an acquisition in which the consideration received by the Company's stockholders consists solely of cash and/or marketable securities (a "Cash/Public Acquisition"), and in which the fair market value of one share would be greater than the exercise price in effect, the warrants are automatically settled through a cashless exercise. In the event of a Cash/Public Acquisition where the fair market value of one share would be less than the warrant price in effect, the warrants will expire. In the event of any other acquisition, the warrant holder may require the Company to purchase the warrant for \$0.5 million. As a result of this conditional obligation for the Company to repurchase the warrant shares, the Common Stock Warrants were classified as liabilities and carried at fair value at date of issuance with decreases or increases in fair value at each

reporting date recorded within other expense, net in the consolidated statements of operations. The Company recorded \$3.9 million and \$2.1 million of expense for the warrants during the years ended December 31, 2025 and 2024, respectively. During the year ended December 31, 2025, all 534,388 Common Stock Warrants were exercised on a cashless basis resulting in 534,196 shares of Class A common stock being issued.

10. Other Liabilities

Other current liabilities

Other current liabilities were as follows (in thousands):

	As of December 31,	
	2025	2024
Deferred revenue	\$ 5,486	\$ 8,966
Income taxes payable	101	3,412
Other	39	886
Total other current liabilities	<u>\$ 5,626</u>	<u>\$ 13,264</u>

Deferred revenue primarily relates to customer creative credits earned to be utilized in future periods and creative production services in progress. Total deferred revenue as of December 31, 2024, was \$9.0 million, of which \$7.6 million was recognized as revenue during the year ended December 31, 2025. \$2.6 million was sold during the year ended December 31, 2025 as part of the Maximum Effort Marketing Transaction, see Note 6, Divestiture. Total deferred revenue as of December 31, 2025, was \$5.5 million, which is expected to be recognized over the next 12 months.

Other liabilities, non-current

Other liabilities, non-current, were as follows (in thousands):

	As of December 31,	
	2025	2024
Income taxes payable	\$ 3,879	\$ 3,351
Contingent liability	166	—
Total other non-current liabilities	<u>\$ 4,045</u>	<u>\$ 3,351</u>

Contingent liability

In connection with the Maximum Effort Marketing acquisition on August 25, 2021, the Company issued contingent consideration worth up to 1,574,721 shares ("Earnout Shares"), based upon achievement of certain market conditions, which was initially valued at \$1.6 million at the date of acquisition. The contingent liability is carried at fair value with decreases or increases in fair value at each reporting date recorded as Other expense, net in the consolidated statements of operations. In connection with the closing of the Maximum Effort Marketing Transaction on April 1, 2025, the market conditions associated with the Earnout Shares were subsequently amended and the earnout period was extended through March 31, 2027. The balance of the contingent liability included in other liabilities on the consolidated balance sheets was \$0.2 million and \$0 as of December 31, 2025 and 2024, respectively.

11. Commitments and Contingencies

Legal Proceedings

The Company may from time to time be party to legal or regulatory proceedings, lawsuits and other claims incident to its business activities and to its status as a public company. Such routine matters may include, among other things, assertions of contract breach or intellectual property infringement, claims for indemnity arising in the course of its business, regulatory investigations or enforcement proceedings, and claims by persons whose employment has been terminated. Such matters are subject to many uncertainties, and outcomes are not predictable with assurance. Consequently, the Company is unable to ascertain the ultimate aggregate amount of monetary liability, amounts which may be covered by insurance or recoverable from third parties, or the financial impact with respect to such matters as of December 31, 2025. The Company is not currently a party to any material legal proceedings, nor is the Company aware of any other pending or threatened litigation that would have a material adverse effect on the Company's business, operating results, cash flows or financial condition should such litigation be resolved unfavorably. Based on the Company's knowledge as of December 31, 2025, the Company believes that the final resolution of such matters pending at the time of this report, individually and in the aggregate, will not have a material adverse effect upon its consolidated financial statements.

Indemnification

In the ordinary course of business, the Company may provide indemnification of varying scope and terms to customers, investors, directors and officers with respect to certain matters, including, but not limited to, losses arising out of the Company's breach of such agreements, services to be provided by the Company, or from certain claims made by third parties. These indemnification provisions may survive termination of the underlying agreement and the maximum potential amount of future payments the Company could be required to make under these indemnification provisions may not be subject to maximum loss clauses. The maximum potential amount of future payments the Company could be required to make under these indemnification provisions is indeterminable. The Company has never paid a material claim, nor has the Company been sued in connection with these indemnification arrangements. As of December 31, 2025 and 2024, the Company has not accrued a liability for these indemnification arrangements because the likelihood of incurring a payment obligation, if any, in connection with these indemnification arrangements is not probable or reasonably estimable.

Sales Taxes

The Company conducts operations in many tax jurisdictions. While the Company is not currently under audit in any jurisdiction for non-income-based taxes, there is a reasonable possibility that sales tax could be assessed on the Company's operations in certain jurisdictions. As of December 31, 2025 the reasonably possible loss is not estimable due to the uncertainty of the taxability of the Company's services in these jurisdictions. No accrual has been made with respect to these jurisdictions as of December 31, 2025 as an unfavorable outcome is not determined to be probable under ASC 450.

12. Capitalization

Initial Public Offering and Capital Stock

On May 23, 2025, the Company closed its IPO, in which 8,400,000 shares of Class A common stock were issued and sold at the IPO Price. The Company received net proceeds of \$114.8 million after deducting underwriting discounts and commissions of \$9.1 million and offering costs of approximately \$10.6 million. The Selling Stockholders offered an additional 3,300,000 shares of the Company's Class A common stock at the IPO Price less underwriting discounts and commissions, in a secondary offering, for which the Company received no proceeds with all net proceeds received by the Selling Stockholders. In connection with the secondary offering, on May 23, 2025, the underwriters for the IPO purchased an additional 1,755,000 shares of the Company's Class A common stock pursuant to the exercise of their option in full to purchase additional shares of the Company's Class A common stock from the Selling Stockholders at the IPO Price less underwriting discounts and commissions, with all net proceeds going to the Selling Stockholders.

In connection with the IPO, on May 23, 2025, the Company filed an amended and restated certificate of incorporation ("Post-IPO Certificate of Incorporation"). Immediately prior to the effectiveness of the Post-IPO Certificate of Incorporation, all 41,994,022 shares of redeemable convertible preferred stock automatically converted into an equal number of shares of the Company's common stock, which were then reclassified into an equal number of shares of the Company's Class A common stock. These shares, plus the previously outstanding 16,441,170 shares of the Company's common stock, for an aggregate of 58,435,192 shares, were then reclassified into an equal number of shares of the Company's Class A common stock. Immediately following the effectiveness of the Post-IPO Certificate of Incorporation and common stock reclassification, 28,991,483 shares of the Company's Class A common stock outstanding and beneficially owned by the Company's CEO, and certain related entities, were then exchanged for an equivalent number of shares of the Company's Class B common stock. Concurrently upon closing of the IPO, the Convertible Notes converted into 5,429,837 shares of the Company's Class A common stock - see Note 9, Convertible Debt and Warrant Liabilities.

Upon the completion of the IPO and filing of the Post-IPO Certificate of Incorporation, the Company's authorized capital stock consists of 400,000,000 shares of Class A common stock, par value of \$0.0001 per share, 100,000,000 shares of Class B common stock, par value of \$0.0001 per share, and 50,000,000 shares of undesignated preferred stock, par value of \$0.0001 per share.

Class A and Class B Common Stock

The rights and the holders of the Company's Class A common stock and Class B common stock are identical, except with respect to voting, conversion and transfer rights. Each share of the Company's Class A common stock is entitled to one vote per share and is not convertible into any other shares of the Company's capital stock. Each share of the Company's Class B common stock is entitled to 10 votes per share and is convertible at any time into one share of the Company's Class A common stock. The holders of Class A common stock and Class B common stock vote together as a single class, unless otherwise required by law or our Post-IPO Certificate of Incorporation.

The outstanding Class A common stock reflected in these financial statements excludes 2,519,354 shares issued via execution of partial recourse promissory notes and 1,574,721 shares issued for the Maximum Effort contingent earnout (“Earnout Shares”) that has not yet been satisfied. As the Earnout Shares are subject to unsatisfied conditions or contingencies, they have been excluded from outstanding common stock and the denominator used to calculate basic earnings per share for as long as the conditions remain unsatisfied. During the second half of 2025, 10,954,138 shares of Class B common stock were converted into Class A common stock.

Redeemable Convertible Preferred Stock

As of December 31, 2025, there were no outstanding shares of redeemable convertible preferred stock issued and outstanding. As of December 31, 2024, the Company had authorized, issued and outstanding shares of Preferred Stock as follows (in thousands, except share information):

	Shares		Amounts	
	Authorized	Issued and Outstanding	Carrying Value	Liquidation Preference
Series A Preferred Stock	5,537,174	2,061,950	\$ 524	\$ 592
Series B Preferred Stock	9,010,723	8,281,060	7,251	3,876
Series B-1 Preferred Stock	11,500,000	10,150,596	7,666	7,666
Series B-2 Preferred Stock	7,500,000	6,502,453	5,978	5,978
Series C Preferred Stock	13,193,334	9,827,567	28,924	28,924
Series D Preferred Stock	8,762,773	5,170,396	118,545	118,740
	<u>55,504,004</u>	<u>41,994,022</u>	<u>\$ 168,888</u>	<u>\$ 165,776</u>

Undesignated Preferred Stock

As of December 31, 2025, there were no shares of preferred stock issued or outstanding. The Company’s Board of Directors is authorized to determine the rights of each offering of stock including, among other terms, dividend rights, voting rights, conversion rights, redemption prices and liquidation preferences, if any, subject to the limitations of applicable laws, regulations, and the Company’s charter.

13. Stock-Based Compensation

Stock-Based Award Plans

In May 2025, the Company’s board of directors adopted the 2025 Incentive Award Plan (the “2025 Plan”), which became effective in connection with the IPO. Under the 2025 Plan, 11,112,342 shares of the Company’s Class A common stock were initially reserved for issuance and provide for a variety of stock-based compensation awards, including stock options, stock appreciation rights, restricted stock awards, restricted stock unit awards and other stock-based awards. The number of shares initially reserved for issuance or transfer pursuant to awards under the 2025 Plan will be increased by an annual increase on the first day of each fiscal year beginning in 2026 and ending in 2035, equal to the lesser of (a) 5% of shares of the Company’s common stock outstanding (on an as converted Class A common stock basis) or underlying outstanding warrants to purchase our common stock that have an exercise price of \$0.10 per share or less, in each case, on the last day of the immediately preceding fiscal year and (b) such smaller number of shares of stock as determined by the Company’s board of directors; provided, however, that no more than 82,898,071 shares of Class A common stock may be issued upon the exercise of incentive stock options. As of December 31, 2025, 10,070,891 shares were available for future issuance under the 2025 Plan.

In connection with the effectiveness of the 2025 Plan, the previously maintained 2021 Equity Incentive Plan (“2021 Plan”) terminated and no further awards will be granted under the 2021 Plan. However, all outstanding awards continue to be governed by their existing terms.

The 2025 Plan permits the grant of stock options, stock appreciation rights, restricted stock, restricted stock units, performance stock units, and other stock-based awards to employees, directors and consultants at the sole discretion of the Board of Directors. The Company’s Board of Directors administers the 2025 Plan, selects the individuals to whom awards will be granted, and determines the number of awards to be granted and the terms and conditions of each award. Options and stock appreciation rights granted pursuant to the terms of the 2025 Plan cannot be granted with an exercise price of less than 100% of the fair market value of the underlying stock on the date of grant (110% if an incentive stock option is granted to a 10% or more stockholder of the Company). The term of an option or stock appreciation right shall not exceed ten years (five years if an incentive stock option is granted to a 10% or more stockholder of the Company).

Stock Options

A summary of the Company's stock option activity, under all of its incentive plans for the year ended December 31, 2025, excluding the Performance Options discussed further below, is as follows:

	Number of Options Outstanding	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (in Years)	Aggregate Intrinsic Value (in thousands)
Outstanding at January 1, 2025	13,867,814	\$6.76	8.2	
Granted	2,580,169	\$19.51		
Exercised	(761,078)	\$3.50		\$ 12,339
Forfeited	(763,334)	\$17.48		
Release of shares due to loan forgiveness	(1,894,054)	\$0.00		
Outstanding at December 31, 2025	13,029,517	\$9.28	7.6	\$ 65,282
Exercisable at December 31, 2025	10,264,986	\$6.70	7.2	\$ 65,282

Options generally vest over four years, with 25% vesting after one year, and the remaining 75% vesting monthly over the next three years. The weighted-average grant-date fair value per share of options granted was \$12.27 and \$11.36 for the years ended December 31, 2025 and 2024, respectively. The range of assumptions used to calculate the grant date fair value of the Company's stock option grants for the year ended December 31, 2025 were as follows:

Expected dividend yield	0%
Expected stock price volatility	64.7% - 66.1%
Risk-free interest rate	3.7% - 4.4%
Expected term (years)	6.0 - 6.1

Stock-based compensation expense related to stock options was \$25.9 million and \$21.5 million for the years ended December 31, 2025 and 2024, respectively. As of December 31, 2025, there was \$30.8 million of unrecognized compensation expense related to stock options expected to be recognized over a weighted-average period of 2.8 years.

Partial Recourse Promissory Notes from Early Option Exercises

On August 25, 2021, a related party transaction took place in which three employees, including the Company's chief financial officer and chief operating officer, early exercised outstanding stock options (the "Early Exercises") for a total of 2,032,429 shares of common stock. However, the exercises were paid via issuance of partial recourse promissory notes, and as a result, the Company concluded that the early exercises of the stock options will continue to be accounted for as a stock option grant until the time that the notes are repaid. Accordingly, the shares related to the partial recourse promissory notes that were outstanding as of the respective period were included in the option activity table above. The shares for the partial recourse promissory notes that are outstanding are considered legally issued and outstanding but are not reflected as outstanding shares on the consolidated balance sheets and are excluded from the denominator of basic earnings per share. The Company continued to recognize stock-based compensation expense for the awards through the vesting end date or the termination of the partial recourse promissory notes. Because the transaction represents an early exercise, the unvested portion is legally considered restricted stock.

On February 28, 2025, the Company forgave the outstanding principal and accrued interest associated with the partial recourse promissory notes for two employees—the Company's chief financial officer and chief operating officer. The forgiveness of the promissory notes was treated as a repricing of the associated options' original exercise price of \$3.79 to \$0.00. As a result, the Company applied modification accounting under ASC 718 and recognized incremental stock-based compensation expense of \$4.8 million during the year ended December 31, 2025. The 1,894,054 shares of common stock associated with the forgiven promissory notes for the chief financial officer and chief operating officer have been reflected as outstanding shares on the consolidated balance sheets and are included in the denominator of basic earnings per share since February 28, 2025.

There is one remaining partial recourse promissory note from the Early Exercises outstanding as of December 31, 2025 associated with 138,375 shares of common stock, which continue to be excluded from outstanding shares on the consolidated balance sheets and from the denominator of basic earnings per share. These shares are included in the option activity table above as outstanding and exercisable as of December 31, 2025.

Modification of Awards

The Company modified unvested options to purchase 61,526 shares of common stock and 44,289 unvested restricted stock awards on March 31, 2025 which were previously granted to certain employees. The awards were modified to accelerate the vesting, eliminating the remaining service requirement, and were deemed fully vested on March 31, 2025. The modification resulted in incremental stock-based compensation expense of \$0.7 million during the year ended December 31, 2025.

The Company cancelled unvested options to purchase 40,000 shares of common stock on December 31, 2025 which were previously granted to an employee. The cancellation resulted in accelerated stock-based compensation expense of \$0.4 million during the year ended December 31, 2025 that would have otherwise been recognized over the remaining vesting period of the awards.

Performance Stock Options

On August 25, 2021, the Company granted market-based performance stock options to the Company's CEO to purchase 7,086,246 shares of the Company's stock at an exercise price of \$3.79. On February 13, 2025, the Company granted market-based performance stock options to the Company's COO to purchase 188,728 shares of the Company's stock at an exercise price of \$20.54. The performance stock options vest in seven different tranches upon the Company achieving stock price hurdles between \$25.40 and \$508.04 per share over a maximum term of 10 years.

The expense for the performance stock options is recognized on a graded-vesting basis over a derived service period of approximately seven years, but may be accelerated if the vesting criteria are fulfilled prior to the estimated performance period. As of December 31, 2025, all 7,274,974 performance stock options are outstanding, but are not exercisable.

During the years ended December 31, 2025, and 2024, the Company recognized \$4.0 million and \$5.5 million, respectively, of expense related to performance stock options. As of December 31, 2025, the Company had unrecognized stock-based compensation expense relating to performance stock options of \$3.5 million, which is expected to be recognized over a weighted-average period of 2.0 years.

The grant date fair value of the COO Performance Options was \$0.9 million, which was estimated using a Monte-Carlo simulation model using the following assumptions:

Expected dividend yield	0%
Expected stock price volatility	60.0%
Risk-free interest rate	4.5%

Restricted Stock

On August 25, 2021, the Company executed restricted stock purchase agreements with three individuals, totaling 3,141,568 shares. The vesting commencement date began June 23, 2021, and the shares vested monthly over four years. However, the purchase agreements were executed in conjunction with the issuance of partial recourse promissory notes for the amounts owed. Accordingly, the shares are considered legally issued and outstanding but are not reflected as outstanding shares on the consolidated balance sheets and are excluded from the denominator of basic earnings per share until such time that the promissory notes have been paid.

On August 1, 2024, in connection with the termination of one of the individuals, the Company exercised the right and option to repurchase the unvested shares for a purchase price equal to the exercise price per share paid for such shares by offsetting indebtedness owed to the Company under the promissory note. The 160,589 unvested options were deemed to have been forfeited and \$0.6 million of indebtedness under the promissory note was cancelled.

In connection with the IPO, 600,000 restricted shares were released. As of December 31, 2025, 2,380,979 shares of restricted stock are outstanding. Stock-based compensation expense related to the restricted stock was \$1.7 million and \$4.2 million for the years ended December 31, 2025 and 2024, respectively. As of December 31, 2025, the remaining unrecognized stock-based compensation expense related to the restricted stock was \$0.

Restricted Stock Units

During the year ended December 31, 2024, the Company granted 1,000 restricted stock units to an employee with a grant date fair value of \$17.93 per share which cliff vest after a specified liquidity event and is subject to continued service requirements. During the year ended December 31, 2025, the Company granted 15,174 restricted stock units to a non-

employee director with a grant date fair value of \$27.22 which vest quarterly over three years subject to continued service requirements.

Stock-based compensation expense related to the restricted stock units was \$0.1 million for the year ended December 31, 2025. As of December 31, 2025, unrecognized stock-based compensation expense related to the restricted stock units was \$0.3 million, which the Company expects to recognize over a weighted-average period of 2.4 years.

Employee Stock Purchase Plan

In May 2025, the Company adopted the 2025 Employee Stock Purchase Plan ("ESPP"), which became effective in connection with the IPO. Under the ESPP, the maximum number of shares of the Company's Class A common stock which are authorized for sale under the ESPP is equal to the sum of (a) 1,111,234 shares of Class A common stock and (b) an annual increase on the first day of each fiscal year beginning 2026 and ending 2035, equal to the lesser of (i) 1% of the aggregate shares of all classes of our common stock outstanding (on an as converted to Class A common stock basis), on the last day of the immediately preceding fiscal year and (ii) such number of shares of Class A common stock as determined by the Company's board of directors; provided, however, no more than 15,279,470 shares of the Company's Class A common stock may be issued under the ESPP. As of December 31, 2025, 1,111,234 shares were available for future issuance under the ESPP.

Stock-Based Compensation Expense

Total stock-based compensation expenses recognized in the consolidated statements of operations were as follows (in thousands):

	Years Ended December 31,	
	2025	2024
Cost of revenues	\$ 632	\$ 948
Technology and development	3,897	2,250
Sales and marketing	3,917	3,764
General and administrative	23,248	24,237
Total stock-based compensation	<u>\$ 31,694</u>	<u>\$ 31,199</u>

14. Post-Retirement Defined Contribution Plan

The Company provides a 401(k)-plan which is available to all U.S. employees. The Company generally makes matching contributions of 100% of employees' salary deferral amounts up to 2% of the employees' compensation. Contributions to the plans during the years ended December 31, 2025 and 2024 were \$1.2 million and \$1.1 million, respectively. The Company increased its matching contributions to up to 4% of the employees' salary deferral amount effective January 1, 2026.

15. Income Taxes

The components of the income tax provision were as follows (in thousands):

	Years Ended December 31,	
	2025	2024
Current		
Federal	\$ (1,657)	\$ 3,461
State	1,607	2,289
	(50)	5,750
Deferred		
Federal	(4,039)	36
State	(5,485)	—
	(9,524)	36
Total income tax provision	<u>\$ (9,574)</u>	<u>\$ 5,786</u>

A reconciliation of the income tax provision to the amount computed at the federal statutory rate is as follows:

	Years Ended December 31,	
	2025	2024
Tax provision at U.S. Federal statutory rates	21.0%	21.0%
State income taxes net of Federal benefit	(40.7)	12.1
General business credits	18.5	11.6
Non-deductible permanent items	(6.1)	2.9
FIN 48	(4.6)	(2.0)
Stock options	(53.6)	(3.5)
Embedded derivative liability	(38.9)	(14.9)
Loss on debt extinguishment	(34.7)	0.0
Section 162(m) limitation	(102.9)	0.0
Change in valuation allowance	301.8	(48.6)
Effective income tax rate	59.8 %	(21.4)%

Deferred income taxes reflect the net tax effect of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes.

Significant components of the Company's deferred tax assets and liabilities were as follows (in thousands):

	As of December 31,	
	2025	2024
Deferred tax assets:		
Allowance for expected credit losses and customer credits	\$ 411	\$ 375
Accrued liabilities	107	3,317
Net operating loss carryforwards	10,519	6,084
Stock-based compensation	3,531	27,947
Fixed assets	—	1
Capitalized costs under Section 174	1,830	14,019
Intangible assets	43	—
Research and development credits	3,726	675
Charitable contributions	59	—
Other	744	400
Total gross deferred tax assets	20,970	52,818
Valuation allowance	(716)	(49,035)
Deferred tax assets net of valuation allowance	20,254	3,783
Deferred tax liabilities:		
Fixed assets	—	(20)
Intangible assets	(10,854)	(3,887)
Total gross deferred tax liabilities	(10,854)	(3,907)
Net deferred income taxes	\$ 9,400	\$ (124)

ASC 740, *Income Taxes* requires that a valuation allowance be established to reduce a deferred tax asset to its realizable value when it is more likely than not that all or a portion of a deferred tax asset will not be realized. A review of all positive and negative evidence needs to be considered, including the utilization of past tax credits and length of carryback and carryforward periods, reversal of temporary differences, tax planning strategies, current and past performance, the market environment in which the Company operates, and the evaluation of tax planning strategies to generate future taxable income.

The Company regularly assesses the realizability of its deferred tax assets and establishes a valuation allowance if it is more likely than not that some or all of its deferred tax assets will not be realized. The Company evaluates and weighs all available positive and negative evidence such as historical results, future reversals of existing deferred tax liabilities and projected future taxable income. The assessment requires significant judgment and is performed in each of the applicable jurisdictions. The Company concluded that, it is more likely than not that it will realize the benefit of its deferred tax assets. Release of the valuation allowance resulted in the recognition of certain deferred tax assets and income tax benefit for the period.

The Company determined that it is more likely than not that a portion of the deferred tax assets will not be realized and therefore maintained a valuation allowance of \$0.7 million on certain deferred tax assets as of December 31, 2025.

As of December 31, 2025 and 2024, the Company had Federal net operating loss carryforwards of approximately \$33.9 million and \$13.0 million, respectively. As of December 31, 2025 and 2024, the Company had state net operating loss carryforwards of approximately \$49.8 million and \$41.1 million, respectively. Federal net operating losses generated before 2018 begin to expire in 2032 and state net operating losses will begin to expire in 2035. The Company has approximately \$31.8 million of federal net operating losses with an unlimited carryforward period. As a result of prior ownership changes, the utilization of certain net operating loss carryforwards are subject to annual limitations under Sections 382 and 383 of the Internal Revenue Code of 1986 and similar state provisions. Any net operating losses or credits that would expire unutilized as a result of Section 382 and 383 limitations have been removed from the table of deferred tax assets and the accompanying disclosures of net operating loss and research and development carryforwards.

As of December 31, 2025 and 2024, the Company has recorded unrecognized tax liabilities of \$7.9 million and \$3.6 million, respectively, related to state income tax matters and the Company's research and development credits. Of the total unrecognized tax liability as of December 31, 2025, \$7.9 million could result in a reduction of the Company's effective tax rate if recognized. This includes estimated accrued interest and penalties related to unrecognized tax benefits recorded within the income tax provision. The Company expects \$2.0 million of its uncertain tax positions to reverse in the next twelve months.

A reconciliation of the Company's unrecognized tax liabilities is as follows (in thousands):

	Years Ended December 31,	
	2025	2024
Uncertain tax liabilities, beginning of year	\$ 3,351	\$ 1,171
Gross increases related to prior period tax positions	1,747	480
Gross increases related to current year tax positions	2,781	1,700
Uncertain tax liabilities, end of year	\$ 7,879	\$ 3,351

Total unrecognized tax benefits recorded on the Company's consolidated balance sheets were as follows (in thousands):

	As of December 31,	
	2025	2024
Total unrecognized tax liability balance	\$ 7,879	\$ 3,351
Amounts netted against related deferred tax assets	(4,000)	—
Unrecognized tax payable recorded on balance sheet	\$ 3,879	\$ 3,351

The Company recognizes interest and/or penalties related to income tax matters as a component of the income tax provision. During the year ended December 31, 2025, the Company recognized \$0.1 million of interest and penalties in income tax provision. As of December 31, 2025, the Company had \$0.5 million of interest and \$0.4 million penalties included in uncertain tax positions.

The Company is subject to U.S. federal income tax as well as income tax in multiple state tax jurisdictions. The Company's federal income tax return is open to audit under the statute of limitations for the years ended December 31, 2022 through 2025, and state income tax returns are open to audit under the statute of limitations for the years ended December 31, 2021 through 2025. In addition, several years prior to 2022 for federal and 2021 for states remain open due to net operating loss utilization in 2021, 2023 and 2024.

On July 4, 2025, the One Big Beautiful Bill Act ("OBBBA") was enacted. This legislation introduces several provisions impacting corporate taxes including (i) the permanent extension of certain expiring or expired elements of the Tax Cuts and Jobs Act such as 100% bonus depreciation and favorable modifications related to deductibility of interest, and (ii) expensing of research and experimental expenses. The OBBBA contains multiple effective dates, with some provisions applicable beginning in 2025. The Company expects the most impactful provision to be the reinstatement of expensing of domestic research and experimental expenses, which has changed the Company's position from taxable income to taxable loss in the current year. Most states have not confirmed whether they will conform to the federal changes or not, and the provision has been prepared based on states' guidance based on prior law changes.

16. Segment and Geographic Information

The Company is organized and managed as one consolidated operating and reportable segment, entirely within the United States. The Company derives its revenues from customers by providing performance advertising services through its online

advertising platform as well as advertising production or creative services. The Company's Chief Executive Officer serves as the Chief Operating Decision Maker ("CODM"). The Company's reported measure of the segment's profit or loss is consolidated net loss reported in the consolidated statements of operations. The CODM reviews financial information on a consolidated basis for purposes of allocating resources and evaluating financial performance. The Company's CODM does not evaluate its reportable segment using asset information. The measure of segment assets is reported on the Company's consolidated balance sheets as total assets.

Item 9. Changes in and Disagreements With Accountants on Accounting and Financial Disclosures

None.

Item 9A. Controls and Procedures

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.

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 Rules 13a-15(e) and 15d-15(e) under the Exchange Act, as of the end of the period covered by this Form 10-K. Our disclosure controls and procedures are designed to provide reasonable assurance that information we are required to disclose in the reports we file or submit under the Exchange Act is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosures, and is recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms. Based upon the evaluation described above, our Chief Executive Officer and Chief Financial Officer concluded that, as of December 31, 2025, our disclosure controls and procedures were effective at the reasonable assurance level.

Management's Annual Report on Internal Control Over Financial Reporting

This annual report does not include a report of management's assessment regarding internal control over financial reporting or an attestation report of the company's registered public accounting firm due to a transition period established by rules of the Securities and Exchange Commission for newly public companies.

Changes in Internal Control over Financial Reporting

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

Item 9B. Other Information

(a) None.

(b)

During the three months ended December 31, 2025, the following directors or "officers" (as defined in Rule 16a-1(f) under the Exchange Act) of the Company adopted, modified or terminated a "Rule 10b5-1 trading arrangement" and/or "non-Rule 10b5-1 trading arrangement," as each term is defined in Item 408(a) of Regulation S-K.

On November 24, 2025, Hadi Partovi Investments LLC, an affiliate of Hadi Partovi, a member of the Company's board of directors, terminated a 10b5-1 sales plan intended to satisfy the affirmative defense of Rule 10b5-1(c) of the Exchange Act, which provided for the sale of up to 447,520 shares of Class A common stock.

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections

Not applicable.

PART III

Item 10. Directors, Executive Officers and Corporate Governance

The information required by this item will be set forth in the definitive proxy statement for our 2026 Annual Meeting of Stockholders (the “2026 Proxy Statement”), expected to be filed with the SEC within 120 days of the fiscal year ended December 31, 2025, and is incorporated herein by reference.

Item 11. Executive Compensation

The information required by this item will be set forth in the 2026 Proxy Statement, expected to be filed with the SEC within 120 days of the fiscal year ended December 31, 2025, 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 set forth in the 2026 Proxy Statement, expected to be filed with the SEC within 120 days of the fiscal year ended December 31, 2025, and is incorporated herein by reference.

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

The information required by this item will be set forth in the 2026 Proxy Statement, expected to be filed with the SEC within 120 days of the fiscal year ended December 31, 2025, and is incorporated herein by reference.

Item 14. Principal Accountant Fees and Services

The information required by this item will be set forth in the 2026 Proxy Statement, expected to be filed with the SEC within 120 days of the fiscal year ended December 31, 2025, and is incorporated herein by reference.

PART IV

Item 15. Exhibits and Financial Statement Schedules

The following documents are filed as part of this report:

1. Financial Statements. The financial statements included in Part II, Item 8 are filed as part of this Form 10-K.
2. Financial Statement Schedules. None.
3. Exhibits. Exhibits listed in the accompanying index to exhibits are filed or incorporated by reference as part of this Form 10-K.

Number	Description	Form	File No.	Date	Exhibit	Filed / Furnished Herewith
3.1	Amended and Restated Certificate of Incorporation of MNTN, Inc.	8-K	001-42664	05/23/25	3.1	
3.2	Amended and Restated Bylaws of MNTN, Inc.	8-K	001-42664	05/23/25	3.2	
4.1	Amended and Restated Investors' Rights Agreement, dated as of May 23, 2025, by and among the Registrant and certain of its shareholders.	10-Q	001-42664	08/11/25	4.1	
4.2	Specimen Class A Common Stock Certificate.	S-1	333-285471	02/28/25	4.1	
4.3	Description of Capital Stock.					*
10.1^	Form of Indemnification Agreement between the Registrant and each of its directors and executive officers.	S-1	333-285471	02/28/25	10.1	
10.2^	Registrant's 2009 Equity Incentive Plan and Form of Stock Option Agreement.	S-1/A	333-285471	04/30/25	10.2	
10.3^	Registrant's 2018 QuickFrame Inc. Stock Plan.	S-1	333-285471	02/28/25	10.3	
10.4^	Registrant's Amended and Restated 2021 Equity Incentive Plan.	S-1/A	333-285471	03/12/25	10.4	
10.5^	Form of 2021 Plan Stock Option Agreement.					*
10.6^	Registrant's 2025 Incentive Award Plan.					*
10.7^	Form of 2025 Plan Stock Option Agreement.	S-1/A	333-285471	03/12/25	10.6	
10.8^	Form of 2025 Plan Restricted Stock Unit Award Agreement.	S-1/A	333-285471	03/12/25	10.7	
10.9^	2025 Employee Stock Purchase Plan.					*
10.10^	Non-Employee Director Compensation Policy.	S-1/A	333-285471	03/12/25	10.9	
10.11^	Executive Employment Agreement between the Registrant and Patrick Pohlen, dated May 13, 2025.	S-1/A	333-285471	05/14/25	10.10	
10.12^	Executive Employment Agreement between the Registrant and Mark Douglas, dated May 13, 2025.	S-1/A	333-285471	05/14/25	10.11	
10.13^	Executive Employment Agreement between the Registrant and Chris Innes, dated May 13, 2025.	S-1/A	333-285471	05/14/25	10.12	
10.14#+	Amended and Restated Business Financing Agreement, dated as of November 23, 2021, between the Registrant, as borrower, and Western Alliance Bank, as lender.	S-1	333-285471	02/28/25	10.14	
10.15#+	First Modification to Amended and Restated Business Financing Agreement, dated as of August 1, 2022, between the Registrant, as borrower, and Western Alliance Bank, as lender.	S-1	333-285471	02/28/25	10.15	
10.16#	Second Modification to Amended and Restated Business Financing Agreement, dated as of June 27, 2023, between the Registrant, as borrower, and Western Alliance Bank, as lender.	S-1	333-285471	02/28/25	10.16	

Number	Description	Form	File No.	Date	Exhibit	Filed / Furnished Herewith
10.17	Third Modification to Amended and Restated Business Financing Agreement, dated August 7, 2024, between the Registrant, as borrower, and Western Alliance Bank, as lender.	S-1	333-285471	02/28/25	10.17	
10.18	Fourth Modification to Amended and Restated Business Financing Agreement, dated February 26, 2025, between the Registrant, as borrower, and Western Alliance Bank, as lender.	S-1	333-285471	02/28/25	10.18	
10.19	Fifth Modification to Amended and Restated Business Financing Agreement, dated April 3, 2025, between the Registrant, as borrower, and Western Alliance Bank, as lender.	S-1/A	333-285471	04/30/25	10.16	
10.20	Sixth Modification to Amended and Restated Business Financing Agreement, dated May 9, 2025, between the Registrant, as borrower, and Western Alliance Bank, as lender.	S-1/A	333-285471	05/14/25	10.19	
10.21	Seventh Modification to Amended and Restated Business Financing Agreement, dated November 24, 2025, between the Registrant, as borrower, and Western Alliance Bank, as lender.					*
10.22#	Amended and Restated Business Financing Agreement, dated as of December 8, 2025, between the Registrant, as borrower, and Western Alliance Bank, as lender.					*
10.23#	Omnibus Amendment and Note Conversion Agreement, as of April 1, 2025.	S-1/A	333-285471	04/30/25	10.20	
19.1	MNTN, Inc. Insider Trading Compliance Policy.					*
21.1	List of subsidiaries of the Registrant.					*
23.1	Consent of KPMG LLP.					*
31.1	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.					*
31.2	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.					*
32	Certification of the Principal Executive Officer and Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.					**
97	MNTN, Inc. Policy for Recovery of Erroneously Awarded Compensation.					*
101.ins	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 Schema Linkbase Document					*
101.cal	XBRL Taxonomy Calculation Linkbase Document					*
101.def	XBRL Taxonomy Definition Linkbase Document					*
101.lab	XBRL Taxonomy Label Linkbase Document					*

Number	Description	Form	File No.	Date	Exhibit	Filed / Furnished Herewith
101.pre	XBRL Taxonomy Presentation Linkbase Document					*
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)					*

* Filed herewith

** Furnished herewith

+ Certain of the schedules and attachments to this exhibit have been omitted pursuant to Regulation S-K, Item 601(a)(5). The registrant hereby undertakes to provide further information regarding such omitted materials to the Commission upon request.

Certain portions of this exhibit (indicated by “###”) have been redacted pursuant to Regulation S-K, Item 601(a)(6).

^ Indicates a management contract or compensatory plan, contract 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.

MNTN, INC.

Date: February 18, 2026

By: /s/ Mark Douglas
 Mark Douglas
Chairman of the Board and Chief Executive Officer
(principal executive officer and authorized signatory)

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

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Mark Douglas</u> Mark Douglas	Chief Executive Officer and Chairman of the Board (Principal Executive Officer)	February 18, 2026
<u>/s/ Patrick A. Pohlen</u> Patrick A. Pohlen	Chief Financial Officer (Principal Financial and Accounting Officer)	February 18, 2026
<u>/s/ Phalachandra Bhat</u> Phalachandra Bhat	Director	February 18, 2026
<u>/s/ Joe B. Johnson</u> Joe B. Johnson	Director	February 18, 2026
<u>/s/ Joseph Kaiser</u> Joseph Kaiser	Director	February 18, 2026
<u>/s/ Hadi Partovi</u> Hadi Partovi	Director	February 18, 2026
<u>/s/ Grant Ries</u> Grant Ries	Director	February 18, 2026
<u>/s/ Dana Settle</u> Dana Settle	Director	February 18, 2026

DESCRIPTION OF CAPITAL STOCK

The following description of the capital stock of MNTN, Inc. (“we,” “us,” “our,” the “Company” or “MNTN”) is a summary of certain provisions of our Amended and Restated Certificate of Incorporation, our Amended and Restated Bylaws and the General Corporation Law of the State of Delaware (the “DGCL”). This description is summarized from, and qualified in its entirety by reference to, our Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws, copies of which have been filed with the Securities and Exchange Commission (the “SEC”), and the applicable provisions of the DGCL. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in our Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws, as applicable.

General

Our authorized capital stock consists of:

- 400,000,000 shares of Class A common stock, par value of \$0.0001 per share (“Class A common stock”);
- 100,000,000 shares of Class B common stock, par value of \$0.0001 per share (“Class B common stock”); and
- 50,000,000 shares of undesignated preferred stock, par value \$0.0001 per share.

Common Stock

We have two classes of authorized common stock: our Class A common stock and our Class B common stock. The rights of the holders of our Class A common stock and our Class B common stock are identical, except with respect to voting, conversion and transfer rights.

Dividends

Holders of shares of our common stock will be entitled to receive dividends when, as and if declared by our board of directors out of funds legally available therefor, subject to any statutory or contractual restrictions on the payment of dividends and to any restrictions on the payment of dividends imposed by the terms of any outstanding stock. Under Delaware law, we can only pay dividends either out of “surplus” or out of the current or the immediately preceding year’s net profits. Surplus is defined as the excess, if any, at any given time, of the total assets of a corporation over its total liabilities and statutory capital. The value of a corporation’s assets can be measured in a number of ways and may not necessarily equal their book value.

Voting Rights

Holders of our Class A common stock are entitled to one vote and holders of our Class B common stock are entitled to 10 votes for each share held on all matters submitted to a vote of stockholders. The holders of our Class A common stock and Class B common stock vote together as a single class, unless otherwise required by law or our Amended and Restated Certificate of Incorporation. Delaware law could require either holders of our Class A common stock or Class B common stock to vote separately as a single class in the following circumstances:

- if we were to seek to amend our Amended and Restated Certificate of Incorporation to increase or decrease the par value of a class of our capital stock, then that class would be required to vote separately to approve the proposed amendment; and

- if we were to seek to amend our Amended and Restated Certificate of Incorporation in a manner that alters or changes the powers, preferences, or special rights of a class of our capital stock in a manner that affected its holders adversely, then that class would be required to vote separately to approve the proposed amendment.

The holders of our Class A common stock and our Class B common stock do not have cumulative voting rights in the election of directors.

Conversion Rights

Holders of our Class A common stock have no conversion rights.

Each outstanding share of our Class B common stock is convertible at any time at the option of the holder into one share of our Class A common stock. In addition, each share of our Class B common stock will convert automatically into one share of our Class A common stock upon any transfer, whether or not for value, except for certain permitted transfers set forth in our Amended and Restated Certificate of Incorporation, including for estate planning purposes, to affiliates or entities controlled by such holder of our Class B common stock. Each outstanding share of our Class B common stock that is held by a natural person who is not our founder will also convert automatically into one share of our Class A common stock upon such natural person's death, and each outstanding share of our Class B common stock that is held by our founder or his permitted transferees will convert automatically into one share of our Class A common stock upon the date that is nine months following the death or incapacity of our founder. Once converted into our Class A common stock, such Class B common stock will not be reissued.

All of the outstanding shares of our Class B common stock will convert automatically into shares of our Class A common stock at 5:00 p.m., Eastern time, on the earliest of (i) the date fixed by our board of directors that is no less than 61 days and no more than 180 days following the first date on which the outstanding shares of our Class B common stock represent less than 5% of the aggregate number of shares of our then-outstanding Class A Common Stock and Class B Common Stock; (ii) the date that is the seven-year anniversary of the closing of our IPO; or (iii) the date specified by the affirmative vote of the holders of at least 66 ⅔% of our outstanding shares of Class B Common Stock. Following the conversion of all outstanding shares of our Class B common stock into Class A common stock, no further shares of our Class B common stock will be issued.

No Preemptive or Similar Rights

Holders of shares of our common stock do have preemptive, subscription, redemption or conversion rights (except, in respect of our Class B common stock, for the conversion rights noted above). There are no redemption or sinking fund provisions applicable to our common stock. The rights, preferences, and privileges of the holders of our common stock are subject to and may be adversely affected by the rights of the holders of shares of any series of our preferred stock that we may designate in the future.

Liquidation

In the event of our liquidation or dissolution, the holders of our Class A common stock and our Class B common stock will be entitled to receive proportionately our net assets available for distribution to stockholders after the payment of all debts and other liabilities and subject to the prior rights of any outstanding preferred stock.

Fully Paid and Non-assessable

All outstanding shares of our Class A common stock and our Class B common stock are fully paid and non-assessable.

Preferred Stock

We have no outstanding shares of preferred stock.

Under the terms of our Amended and Restated Certificate of Incorporation, our board of directors and any authorized committee thereof are authorized to direct us to issue shares of preferred stock in one or more series without stockholder approval. Our board of directors has the discretion to determine the rights, preferences, privileges and restrictions, including voting rights, dividend rights, conversion rights, redemption privileges and liquidation preferences, of each series of preferred stock.

The purpose of authorizing our board of directors to issue preferred stock and determine its rights and preferences is to eliminate delays associated with a stockholder vote on specific issuances. The issuance of preferred stock, while providing flexibility in connection with possible acquisitions, future financings and other corporate purposes, could have the effect of making it more difficult for a third party to acquire, or could discourage a third party from seeking to acquire, a majority of our outstanding voting stock.

Registration Rights

Under our Amended and Restated Investors' Rights Agreement (the "A&R IRA"), certain holders of our Class A common stock and Class B common stock, including, but not limited to, certain holders of at least 5% of our capital stock and entities affiliated with certain of our directors, have certain registration rights in respect of the "registrable securities" held by them, as set forth below. Under the A&R IRA, we generally are required to pay all expenses relating to such registrations, including the reasonable fees and disbursements of one counsel for the participating holders, and the holders are required to pay all underwriting discounts and commissions relating to the sale of their shares, stock transfer taxes and other fees of counsel to the selling shareholders. The A&R IRA also includes customary covenants, indemnification provisions and procedural terms.

These registration rights will terminate upon the earliest of (i) the date that is five years after the effective date of our initial public offering or (ii) as to a given holder of registration rights, when such holder of registration rights and its affiliates can sell all of their shares pursuant to Rule 144 of the Securities Act, or holds one percent or less of our common stock and all registrable securities held by such holder can be sold during a 90-day period without registration.

Demand Registration Rights

The holders of at least 40% of the registrable securities then outstanding may request that we file a registration statement with respect to all or a portion of the outstanding registrable securities of such holders having an aggregate proposed offering price, net of underwriting discounts and commissions, of at least \$5 million. Generally, we are only obligated to effect up to two such registrations.

Once we are eligible to use a registration statement on Form S-3, the holders of registrable securities then outstanding may request that we file a registration statement on Form S-3 with respect to all or a portion of the outstanding registrable securities of such holders having an aggregate proposed offering price, net of underwriting discounts and commissions, of at least \$2.0 million. These holders may make an unlimited number of requests for registration on a registration statement on Form S-3. However, we generally will not be required to effect a registration on Form S-3 if we have effected two or more such registrations within the twelve-month period preceding the date of the request.

The demand registration rights described above are subject to certain customary conditions and limitations, including, if the holders requesting registration intend to distribute their securities by means of an underwritten offering, the right of the underwriters to limit the number of shares included in any

such registration under certain circumstances. Additionally, if we determine that it would be materially detrimental to us and our stockholders to effect any such demand registration, we have the right to defer such registration, not more than once in any twelve-month period, for a period of up to 90 days.

Piggyback Registration Rights

In the event that we propose to register any of our securities under the Securities Act, either for our own account or for the account of other security holders, in connection with the public offering of such securities, the holders of registrable securities party to the Amended and Restated Investors' Rights Agreement will be entitled to certain "piggyback" registration rights allowing them to include all or a portion of their registrable securities in such registration, subject to certain marketing and other limitations. These "piggyback" registration rights do not apply to certain excluded registrations, including (i) registrations relating to a demand registration right described above, (ii) registrations on a registration statement relating solely to the sale of securities of participants in a Company stock plan, (iii) a registration relating to a corporate reorganization or transaction under Rule 145 of the Securities Act, (iv) a registration on any form that does not include substantially the same information as would be required to be included in a registration statement covering the sale of the registrable securities or (v) a registration in which the only common stock being registered is common stock issuable upon conversion of debt securities that are also being registered. As a result, whenever we propose to file a registration statement under the Securities Act, other than in connection with one of the foregoing excluded registrations, these holders will be entitled to notice of the registration and will have the right to include their registrable securities in the registration subject to certain limitations.

Anti-Takeover Provisions

Certain provisions of Delaware law, our Amended and Restated Certificate of Incorporation and our Amended and Restated Bylaws may have the effect of delaying, deferring, discouraging or preventing another person from acquiring control of us.

As discussed below, these provisions are intended to discourage coercive takeover practices and inadequate takeover bids, and to encourage persons seeking to acquire control of our company to first negotiate with our board of directors. These provisions may also have the effect of inhibiting fluctuations in the market price of our Class A common stock that may result from actual or rumored takeover attempts, and could make it more difficult to accomplish or deter transactions that stockholders may otherwise consider to be in their or our best interest, including transactions that provide for payment of a premium over the market price of our Class A common stock. We believe, however, that the benefits of the increased protection of our potential ability to negotiate with the proponent of an unfriendly or unsolicited proposal to acquire or restructure us outweigh the disadvantages of discouraging these proposals because negotiation of these proposals could result in an improvement of their terms.

Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws

Our Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws include a number of provisions that could deter hostile takeovers or delay or prevent changes in control of our board of directors or management team, including the following:

Dual-Class Structure

Our Amended and Restated Certificate of Incorporation provides for a dual-class common stock structure, pursuant to which holders of our Class B common stock, if acting together, will be able to control the outcome of matters requiring stockholder approval, even if such holders own significantly

less than a majority of the shares of our outstanding capital stock, including the election of directors and significant corporate transactions, such as a merger or other sale of our company or its assets.

Undesignated Preferred Stock

Our board of directors has the authority, without action by our stockholders, to issue up to 50,000,000 shares of undesignated preferred stock with rights and preferences, including voting rights, designated from time to time by our board of directors. The existence of authorized but unissued shares of preferred stock enables our board of directors to render more difficult or to discourage an attempt to obtain control of us by means of a merger, tender offer, proxy contest or other means.

Elimination of Stockholder Action by Written Consent; Special Meetings of Stockholders

Pursuant to Section 228 of the DGCL, any action required to be taken at any annual or special meeting of stockholders may be taken without a meeting, without prior notice, and without a vote if a consent or consents in writing, setting forth the action so taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares of our stock entitled to vote thereon were present and voted, unless a corporation's certificate of incorporation provides otherwise. Our Amended and Restated Certificate of Incorporation provides that all stockholder actions must be effected at a duly called annual or special meeting of stockholders and not by written consent in lieu of a meeting. In addition, our Amended and Restated Certificate of Incorporation provides that a special meeting of stockholders may be called only by the chair of our board of directors, our chief executive officer or president (in the absence of a chief executive officer), or at the direction of the board of directors. These provisions might delay the ability of our stockholders to force consideration of a proposal or for stockholders controlling a majority of our outstanding capital stock to take any action, including the removal of directors.

Advance Notice Requirements for Stockholder Proposals and Director Nominations

Our Amended and Restated Bylaws establish advance notice procedures for stockholders seeking to bring business before an annual meeting of our stockholders or to nominate candidates for election as directors at an annual meeting of our stockholders. Our Amended and Restated Bylaws also specify certain requirements regarding the form, content and timing of a stockholder's notice. These provisions might preclude our stockholders from bringing matters before an annual meeting of stockholders or from making nominations for directors at an annual meeting of stockholders if the proper procedures are not followed. We expect that these provisions may also discourage or deter a potential acquirer from conducting a solicitation of proxies to elect the acquirer's own slate of directors or otherwise attempting to obtain control of our company.

Classified Board

Our Amended and Restated Certificate of Incorporation provides that our board of directors is divided into three classes, Class I, Class II and Class III, with each class serving staggered terms. Our Amended and Restated Certificate of Incorporation further provides that no member of our board of directors may be removed from office by our stockholders except for cause and, in addition to any other vote required by law, upon the approval of the holders of at least two-thirds in voting power of the then-outstanding shares of stock entitled to vote in the election of directors. This system of electing and removing directors may tend to discourage a third party from making a tender offer or otherwise attempting to obtain control of us, because it generally makes it more difficult for stockholders to replace a majority of the members of our board of directors.

Board of Directors Vacancies

Subject to the rights of the holders of any series of preferred stock that we may designate and issue in the future, our Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws authorize our board of directors to fill vacant directorships, including newly created seats, and the number of directors constituting our board of directors may only be set by a resolution adopted by our board of directors. These provisions prevent a stockholder from increasing the size of our board of directors and then gaining control of our board of directors by filling the resulting vacancies with its own nominees. This makes it more difficult to change the composition of our board of directors and promotes continuity of management.

Stockholders Not Entitled to Cumulative Voting

The DGCL provides that stockholders are not entitled to cumulate votes in the election of directors unless a corporation's certificate of incorporation provides otherwise. Our Amended and Restated Certificate of Incorporation does not permit stockholders to cumulate their votes in the election of directors. Accordingly, the holders of a majority of the outstanding shares of our common stock entitled to vote in any election of directors are able to elect all of the directors standing for election, if they choose, subject to the rights of the holders of any series of preferred stock that we may designate and issue in the future.

Choice of Forum

Our Amended and Restated Certificate of Incorporation provides that, unless we consent in writing to the selection of an alternative form, the Court of Chancery of the State of Delaware will be the sole and exclusive forum for: (1) any derivative action or proceeding brought on our behalf; (2) any action asserting a claim of breach of a fiduciary duty owed by any of our directors, officers, team members or other agents to us or to our stockholders; (3) any action asserting a claim against us arising pursuant to any provision of the DGCL or our Amended and Restated Certificate of Incorporation or Amended and Restated Bylaws (as either may be amended and/or restated) or as to which the Delaware General Corporation Law confers exclusive jurisdiction on the Court of Chancery of the State of Delaware; or (4) any action asserting a claim governed by the internal affairs doctrine. Under our Amended and Restated Certificate of Incorporation, this exclusive forum provision does not apply to claims which are vested in the exclusive jurisdiction of a court or forum other than the Court of Chancery of the State of Delaware, or for which the Court of Chancery of the State of Delaware does not have subject matter jurisdiction. For instance, the provision does not apply to actions arising under federal securities laws, including suits brought to enforce any liability or duty created by the Securities Act, Exchange Act, or the rules and regulations thereunder. Our Amended and Restated Certificate of Incorporation further provides that, unless we consent in writing to the selection of an alternative forum, the federal district courts of the United States shall, to the fullest extent permitted by law, be the sole and exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act. Our Amended and Restated Certificate of Incorporation also provides that any person or entity purchasing or otherwise acquiring any interest in shares of our capital stock will be deemed to have notice of and to have consented to this choice of forum provision. By agreeing to this provision, however, stockholders will not be deemed to have waived our compliance with the federal securities laws and the rules and regulations thereunder. There is uncertainty as to whether a court would enforce this provision with respect to claims under the Securities Act, and it is possible that a court of law could rule that the choice of forum provision contained in our Amended and Restated Certificate of Incorporation is inapplicable or unenforceable if it is challenged in a proceeding or otherwise.

Amendment of Charter and Bylaw Provisions

Our Amended and Restated Certificate of Incorporation further provides that the affirmative vote of holders of at least two-thirds in voting power of the outstanding shares of our capital stock entitled to vote thereon is required to amend certain provisions of our Amended and Restated Certificate of Incorporation, including provisions relating to the size and classification of our board of directors, the election and removal of directors, the prohibition on stockholder action by written consent and the ability of stockholders to call special meetings. The affirmative vote of holders of at least two-thirds in voting power of the outstanding shares of our capital stock entitled to vote thereon is required to amend, alter or repeal our Amended and Restated Bylaws, although our Amended and Restated Bylaws may be amended by a simple majority vote of our board of directors.

Section 203 of the Delaware General Corporation Law

We are subject to Section 203 of the DGCL, which prohibits a Delaware corporation from engaging in any business combination with any interested stockholder for a period of three years after the date that such stockholder became an interested stockholder, with the following exceptions:

- before such date, our board of directors approved either the business combination or the transaction that resulted in the stockholder becoming an interested stockholder;
- upon closing of the transaction that resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction began, excluding for purposes of determining the voting stock outstanding (but not the outstanding voting stock owned by the interested stockholder) those shares owned by (1) persons who are directors and also officers and (2) employee stock plans in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer; or
- on or after such date, the business combination is approved by our board of directors and authorized at an annual or special meeting of the stockholders, and not by written consent, by the affirmative vote of at least 66 $\frac{2}{3}$ % of the outstanding voting stock that is not owned by the interested stockholder. In general, Section 203 defines business combination to include the following:
 - any merger or consolidation involving the corporation and the interested stockholder;
 - any sale, transfer, pledge or other disposition of 10% or more of the assets of the corporation involving the interested stockholder;
 - subject to certain exceptions, any transaction that results in the issuance or transfer by the corporation of any stock of the corporation to the interested stockholder;
 - any transaction involving the corporation that has the effect of increasing the proportionate share of the stock or any class or series of the corporation beneficially owned by the interested stockholder; or
 - the receipt by the interested stockholder of the benefit of any loss, advances, guarantees, pledges or other financial benefits by or through the corporation.

In general, Section 203 defines an “interested stockholder” as an entity or person who, together with the person’s affiliates and associates, beneficially owns, or within three years prior to the time of determination of interested stockholder status did own, 15% or more of the outstanding voting stock of the corporation.

Corporate Opportunity Doctrine

Delaware law permits corporations to adopt provisions renouncing any interest or expectancy in certain opportunities that are presented to the corporation or its officers, directors or stockholders. Our Amended and Restated Certificate of Incorporation provides that, to the fullest extent permitted from time to time by Delaware law, we renounce any interest or expectancy that we otherwise would have in, and all rights to be offered an opportunity to participate in, any business opportunity that from time to time may be presented to any director or stockholder party to the A&R IRA who is not employed by us or our subsidiaries (each such person, an “exempt person”). Our Amended and Restated Certificate of Incorporation further provides that, to the fullest extent permitted by law, no exempt person will have any duty to refrain from (1) engaging in a corporate opportunity in the same or similar lines of business in which we or our subsidiaries now engage or propose to engage or (2) otherwise competing with us or our subsidiaries. In addition, to the fullest extent permitted by law, if an exempt person acquires knowledge of a potential transaction or other business opportunity which may be a corporate opportunity for itself, himself or herself or its, his or her affiliates or for us or our subsidiaries, such exempt person will have no duty to communicate or offer such transaction or business opportunity to us or any of our subsidiaries and such exempt person may take any such transaction or opportunity for themselves or offer it to another person or entity. To the fullest extent permitted by Delaware law, no potential transaction or business opportunity may be deemed to be a corporate opportunity of us or any of our subsidiaries unless (1) we or such subsidiary would be permitted to undertake such transaction or opportunity in accordance with our Amended and Restated Certificate of Incorporation, (2) we or such subsidiary, at such time, have sufficient financial resources to undertake such transaction or opportunity, (3) we or such subsidiary have an interest or expectancy in such transaction or opportunity, and (4) such transaction or opportunity would be in the same or similar line of business in which we or such subsidiary are then engaged, or a line of business that is reasonably related to, or a reasonable extension of, such line of business.

Limitations on Liability and Indemnification Matters

Our Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws provide that we will indemnify each of our directors and executive officers to the fullest extent permitted by the DGCL. Prior to the closing of this offering, we intend to enter into indemnification agreements with each of our directors and executive officers that may, in some cases, be broader than the specific indemnification provisions contained under Delaware law. Further, we have agreed to indemnify each of our directors and executive officers against certain liabilities, costs and expenses, and we have purchased a policy of directors’ and officers’ liability insurance that insures our directors and executive officers against the cost of defense, settlement or payment of a judgment under certain circumstances. In addition, as permitted by Delaware law, our Amended and Restated Certificate of Incorporation includes provisions that eliminate the personal liability of our directors and officers for monetary damages resulting from breaches of certain fiduciary duties as a director or officer, respectively. The effect of this provision is to restrict our rights and the rights of our stockholders in derivative suits to recover monetary damages against a director for breach of fiduciary duties as a director.

These provisions may be held not to be enforceable for violations of the federal securities laws of the United States.

Dissenters’ Rights of Appraisal and Payment

Under the DGCL, with certain exceptions, our stockholders will have appraisal rights in connection with a merger or consolidation of our company. Pursuant to Section 262 of the DGCL, stockholders who properly request and perfect appraisal rights in connection with such merger or consolidation will have

the right to receive payment of the fair value of their shares as determined by the Delaware Court of Chancery.

Stockholders' Derivative Actions

Under the DGCL, any of our stockholders may bring an action in our name to procure a judgment in our favor, also known as a derivative action, provided that the stockholder bringing the action is a holder of our shares at the time of the transaction to which the action relates.

Listing

Our Class A common stock is listed on the NYSE under the symbol "MNTN."

Transfer Agent and Registrar

The transfer agent and registrar for our Class A common stock is Computershare Trust Company, N.A. The address of the transfer agent and registrar is 250 Ryall Street, Canton, Massachusetts 02021.

MOUNTAIN DIGITAL, INC.

2021 EQUITY INCENTIVE PLAN STOCK OPTION AGREEMENT

Pursuant to the Mountain Digital, Inc. 2021 Equity Incentive Plan (the “**Plan**”), Mountain Digital, Inc. (the “**Company**”) has granted the individual (the “**Participant**”) whose name is set forth in the option grant summary tab (the “**Grant Notice**”) on the website to which this Stock Option Agreement (this “**Option Agreement**”) is associated the option (the “**Option**”) to purchase the number of Shares indicated in the Grant Notice at the exercise price per share set forth in the Grant Notice (the “**Exercise Price**”) on the terms and conditions set forth in the Plan and this Option Agreement.

1. Plan Incorporated By Reference. Notwithstanding anything to the contrary anywhere else in this Option Agreement, the Option is subject to the terms, definitions and provisions of the Plan, which is incorporated herein by reference and which shall control in the event of any inconsistency between this Option Agreement and the Plan.

2. Incentive Stock Option Designation. If designated in the Grant Notice as an Incentive Stock Option, the Option is intended to qualify as an Incentive Stock Option as defined in Code Section 422; *provided, however*, that to the extent that the aggregate Fair Market Value of the Common Stock with respect to which Incentive Stock Options (within the meaning of Code Section 422, but without regard to Code Section 422(d)), including the Option, are exercisable for the first time by the Participant during any calendar year (under the Plan and all other incentive stock option plans of the Company (or any “parent corporation” or “subsidiary corporation” thereof within the meaning of Code Sections 424(e) or 424(f), respectively)) exceeds \$100,000, such options shall be treated as Non-Qualified Stock Options to the extent required by Code Section 422. The rule set forth in the preceding sentence shall be applied by taking options into account in the order in which they were granted. For purposes of these rules, the Fair Market Value of the Common Stock shall be determined as of the time the option with respect to such stock is granted.

3. Exercise of Option.

(a) Right to Exercise.

(i) The Option shall become vested and exercisable cumulatively according to the vesting schedule set out in the Grant Notice, subject to the terms, conditions and limitations described therein. The Option shall vest based on the Participant’s continued status as a Service Provider through the applicable vesting date, unless otherwise determined by the Administrator.

(ii) The Option may not be exercised for a fraction of a Share.

(iii) In the event of the Participant’s death, Disability or other termination of the Participant’s status as a Service Provider, the exercisability of the Option shall be governed by Section 7 hereof.

(iv) If the exercise of the Option following the termination of the Participant’s status as a Service Provider would be prohibited at any time solely because the issuance of Shares would violate the registration requirements under the Securities Act or other applicable securities laws, then the Option shall terminate on the earlier of (i) the Expiration Date of the Option as set forth in the Grant Notice or (ii) the expiration of the three (3)-month period immediately following the post-termination period in which the exercise of the Option would be in violation of such securities laws.

(v) In no event may the Option be exercised after the Expiration Date of the Option as set forth in the Grant Notice.

(b) Method of Exercise. The Option shall be exercisable by written notice to the Company (in the form attached hereto as Exhibit A), or such other form as the Administrator may prescribe, which may be in electronic format (in any case, the “**Exercise Notice**”). The Exercise Notice shall state the number of Shares for which the Option is being exercised, and such other representations and agreements with respect to such Shares as may be required by the Company. The Exercise Notice shall be signed by the Participant and shall be delivered in person or by certified mail (or electronically if so determined by the Administrator) to the Secretary of the Company or such other authorized method or authorized representative of the Company as the Administrator may designate. The Exercise Notice shall be accompanied by, and the Option shall not be deemed exercise until, payment of the Exercise Price and any applicable withholding tax.

(c) Applicable Law. No Shares shall be issued pursuant to the exercise of the Option unless such issuance and such exercise comply with all relevant provisions of law and the requirements of any stock exchange upon which the Shares may then be listed. Assuming such compliance, for income tax purposes, the Shares shall be considered transferred to the Participant on the date on which the Option is exercised with respect to such Shares.

4. Participant Representations. If the Shares purchasable pursuant to the exercise of the Option have not been registered under the Securities Act, at the time the Option is exercised, the Participant shall, if required by the Company, concurrently with the exercise of all or any portion of the Option, deliver to the Company his or her Investment Representation Statement in the form attached hereto as Exhibit B, or such other form as the Administrator may prescribe, which may be in electronic format. In addition, the Company may require the Participant to make any further representations and warranties as may be necessary or desirable under any applicable law or regulation before allowing the Option to be exercised.

5. Method of Payment. Payment of the Exercise Price shall be by cash or by check, payable to the order of the Company or, to the extent permitted by the Administrator, any of the other forms of payment described in Section 5(f) of the Plan.

6. Restrictions on Exercise. The Option may not be exercised until the Plan has been approved by a majority of the stockholders of the Company entitled to vote. In addition, if the issuance of Shares upon such exercise or if the method of payment for such Shares would constitute a violation of any applicable federal or state securities or other law or regulation, then the Option may not be exercised.

7. Termination of Service Relationship. Upon a termination of the Participant’s status as a Service Provider, the Option (to the extent then-vested) shall remain outstanding and exercisable for a period of three (3) months following such termination, *provided, however*, that notwithstanding the foregoing, (i) if the Participant’s status as a Service Provider is terminated for Cause at any time, the Option shall terminate and be forfeited in full as of the start of business on the date of the Participant’s termination for Cause, without regard to the Option’s vested status, and (ii) if the Participant’s status as a Service Provider is terminated due to the Participant’s death or Disability at any time, the Option (to the extent then-vested) shall remain outstanding and exercisable for a period of one year following such termination (and, in the case of the Participant’s death, shall be exercisable by the Participant’s estate or by a person who acquires the right to exercise the Option by bequest or inheritance). Notwithstanding the foregoing, (x) in no event shall any portion of the Option vest following termination of the Participant’s status as a Service Provider, and (y) in no event shall any portion of the Option be exercisable after the Expiration Date stated above. If the Participant (or the Participant’s estate, as applicable) does not exercise the Option within the time specified herein following a termination of Service Provider status, the Option shall terminate.

8. Non-Transferability of Option. Except as may be expressly determined by the Administrator in accordance with Section 9(a) of the Plan, the Option may not be transferred in any manner except by will or by the laws of descent or distribution and the Option may be exercised during the lifetime of the Participant only by the Participant. The terms of the Option shall be binding upon the executors, administrators, heirs, successors and assigns of the Participant.

9. Adjustments. The Participant acknowledges that the Option is subject to modification and termination in certain events as provided in this Option Agreement and Section 8 of the Plan.

10. Tax Consultation. The Participant understands that the Participant may suffer adverse tax consequences in connection with the Option granted pursuant to the Plan and evidenced by this Option Agreement. The Participant represents that the Participant has consulted with any tax consultant(s) that the Participant deems advisable in connection with the Option and that the Participant is not relying on the Company for tax advice.

11. Certain Incorporations. Without limiting the generality of any other provision hereof, Sections 9(a) ("*Transferability*"), 10(h) ("*Lock-Up Period*") and 10(i) ("*Right of First Refusal*") of the Plan are hereby expressly incorporated into this Option Agreement as if first set forth herein and applicable to the Option and any Shares issued upon the exercise thereof.

12. No Effect on Service Provider Status. This Option Agreement is not an employment or service contract, and nothing contained in this Option Agreement, the Grant Notice or the Plan shall be deemed to create in any way whatsoever any obligation on the Participant's part to continue as a Service Provider of the Company or any of its subsidiaries, or of the Company or any of its subsidiaries to continue the Participant's Service Provider status (in any form) with the Company or any of its subsidiaries. The Company and/or any of its subsidiaries (as applicable) shall have the right, which is hereby expressly reserved, to terminate or change the Participant's terms of employment or other service at any time for any reason whatsoever, with or without good cause, subject to the terms of any written agreement between the Participant and the Company or such subsidiary.

13. Governing Law. This Option Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed by the laws of the State of Delaware, without giving effect to principles of conflicts of law.

14. Severability. In the event that any provision in this Option Agreement is held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of this Option Agreement, which shall remain in full force and effect.

15. Amendments, Suspension and Termination. To the extent permitted by the Plan, this Option Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Administrator.

16. Notices. Any notice, demand or request required or permitted to be given by either the Company or the Participant pursuant to the terms of this Option Agreement shall be in writing and shall be deemed given and received: (i) upon delivery, if delivered in person or by e-mail, (ii) one business day after having been deposited for overnight delivery with Federal Express or another comparable overnight courier service, or (iii) three (3) business days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed to the parties at the addresses of the parties set forth at the end of the Grant Notice or such other address as a party may request by notifying the other in writing.

17. Successors and Assigns. The Company may assign any of its rights under this Option Agreement to single or multiple assignees, and this Option Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer contained herein, this Option Agreement shall be binding upon the Participant and his or her heirs, executors, administrators, successors and assigns.

18. Cooperation. The Participant agrees, upon request, to execute any further documents or instruments necessary or desirable to carry out the purposes or intent of this Option Agreement.

19. Captions. Captions provided herein are for convenience only and are not to serve as a basis for interpretation or construction of this Option Agreement.

20. Entire Agreement. This Option Agreement sets forth the entire agreement between the parties with respect to the Option and merges all prior discussions between the parties. Notwithstanding anything to the contrary herein, and without limiting the foregoing, to the extent that the terms and conditions of this Option Agreement are inconsistent with any prior document, verbal discussion or agreement, in any case, between the Company or any affiliate thereof and the Participant relating to the Option, then the parties hereto acknowledge and agree that the terms and conditions of this Option Agreement shall control in all instances.

21. Acknowledgement. The Participant has reviewed this Option Agreement in its entirety, has had an opportunity to obtain the advice of counsel prior to executing this Option Agreement and fully understands all provisions of this Option Agreement.

* * * * *

EXHIBIT A

MOUNTAIN DIGITAL, INC.

2021 EQUITY INCENTIVE PLAN

EXERCISE NOTICE

Mountain Digital, Inc.
Attention: Stock Administration

1. **Exercise of Option.** Effective as of today, [●], 20[●], the undersigned (the “***Participant***”) hereby elects to exercise the Participant’s option to purchase [●] shares of the Common Stock (the “***Shares***”) of Mountain Digital, Inc., a Delaware corporation (the “***Company***”), under and pursuant to the Company’s 2021 Equity Incentive Plan (as amended from time to time, the “***Plan***”) and the Stock Option Agreement dated [●], 20[●] (the “***Option Agreement***”). Capitalized terms used herein without definition shall have the meanings given in the Option Agreement.

Date of Grant:

Number of Shares as to which Option is Exercised:

Exercise Price per Share:

Total Exercise Price:

Certificate to be issued in name of:

Cash Payment delivered herewith:

Other form of consideration delivered herewith (only if approved by the Administrator):

Form of Consideration: _____

Type of Option: ☐ Incentive Stock Option ☐ Non-Qualified Stock Option

2. **Representations of the Participant.** The Participant acknowledges that the Participant has received, read and understood the Plan and the Option Agreement. The Participant agrees to abide by and be bound by their terms and conditions.

3. **Rights as Stockholder.** Until the Participant becomes the record holder of the Shares purchased pursuant to the exercise of the Option (as evidenced by the appropriate entry on the books of the Company or delivery of the certificate evidencing such Shares to the Participant), no right to vote or receive dividends or any other rights as a stockholder shall exist with respect to Shares subject to the Option, notwithstanding the exercise of the Option. The Company shall record the Participant as the record holder of such Shares in its books and records and/or issue (or cause to be issued) such stock certificate promptly after the Option is exercised. No adjustment will be made for a dividend or other right for which the record date is prior to the date the stock certificate is issued and/or the Participant is entered as the record holder in the Company’s books and records (as applicable), except as provided in Section 8 of the Plan. The Participant shall enjoy rights as a stockholder until such time as the Participant disposes of the Shares, subject to Section 4 below.

4. **The Participant’s Rights to Transfer Shares.** Without limiting the generality of any other provision hereof, the Participant hereby expressly acknowledges that Sections 9(a) (“***Transferability***”), 10(h) (“***Lock-Up Period***”)

and 10(i) ("*Right of First Refusal*") of the Plan are expressly incorporated into this Agreement and are applicable to the Shares acquired by the Participant pursuant to this Exercise Notice.

5. Transfer Restrictions. Any transfer or sale of the Shares is further subject to restrictions on transfer imposed by any applicable state and federal securities laws. Any transfer or attempted transfer of any of the Shares not in accordance with the terms of this Agreement, and/or applicable law shall be void and the Company may enforce the terms of this Agreement by stop transfer instructions or similar actions by the Company and its agents or designees.

6. Tax Consultation. The Participant understands that the Participant may suffer adverse tax consequences as a result of the Participant's purchase or disposition of the Shares. The Participant represents that the Participant has consulted with any tax consultants the Participant deems advisable in connection with the purchase or disposition of the Shares and that the Participant is not relying on the Company for any tax advice.

7. Restrictive Legends and Stop-Transfer Orders.

(a) Legends. The Participant understands and agrees that the Company shall cause the legends set forth below or legends substantially equivalent thereto, to be placed upon any certificate(s) evidencing ownership of the Shares together with any other legends that may be required by state or federal securities laws:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT") OR ANY APPLICABLE STATE SECURITIES LAWS AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER THE ACT AND SUCH LAWS OR, IN THE OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER OF THESE SECURITIES, SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION IS IN COMPLIANCE THEREWITH.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN TRANSFER RESTRICTIONS AND A RIGHT OF FIRST REFUSAL HELD BY THE ISSUER OR ITS ASSIGNEE(S), AS SET FORTH IN A STOCK OPTION AGREEMENT BETWEEN THE ISSUER AND THE ORIGINAL HOLDER OF THESE SHARES, COPIES OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE ISSUER. SUCH FORFEITURE PROVISIONS, TRANSFER RESTRICTIONS AND RIGHT OF FIRST REFUSAL ARE BINDING ON TRANSFEREES OF THESE SHARES.

(b) Stop-Transfer Notices. The Participant agrees that, in order to ensure compliance with the restrictions referred to herein, the Company may issue appropriate "stop transfer" instructions to its transfer agent, if any, and that, if the Company transfers its own securities, it may make appropriate notations to the same effect in its own records.

(c) Refusal to Transfer. The Company shall not be required (i) to transfer on its books any Shares that have been sold or otherwise transferred in violation of any of the provisions of this Agreement or (ii) to treat as owner of such Shares or to accord the right to vote or pay dividends to any purchaser or other transferee to whom such Shares shall have been so transferred.

8. Successors and Assigns. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth, this Agreement shall be binding upon the Participant and his or her heirs, executors, administrators, successors and assigns.

9. Interpretation. The Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under this Agreement.
10. Governing Law; Severability. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, excluding that body of law pertaining to conflicts of law. Should any provision of this Agreement be determined by a court of law to be illegal or unenforceable, the other provisions shall nevertheless remain effective and shall remain enforceable.
11. Notices. Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given upon personal delivery or upon deposit in the United States mail by certified mail, with postage and fees prepaid, addressed to the other party at its address as shown below beneath its signature, or to such other address as such party may designate in writing from time to time to the other party.
12. Further Instruments. The Participant hereby agrees to execute such further instruments and to take such further action as may be reasonably necessary to carry out the purposes and intent of this Agreement including, without limitation, the Investment Representation Statement in the form attached to the Option Agreement as Exhibit B.
13. Delivery of Payment. The Participant herewith delivers to the Company the full Exercise Price for the Shares, as well as any applicable withholding tax. Payment of the Exercise Price shall be made in accordance with Section 5 of the Option Agreement.
14. Entire Agreement. The Plan and Option Agreement are incorporated herein by reference. This Agreement, the Plan, the Option Agreement and the Investment Representation Statement constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and the Participant with respect to the subject matter hereof.

Accepted by:

Submitted by:

MOUNTAIN DIGITAL, INC.

PARTICIPANT

By:

Name: _____
Title: _____

Name: _____
Address: _____

EXHIBIT A-2

INVESTMENT REPRESENTATION STATEMENT

PARTICIPANT :

COMPANY : MOUNTAIN DIGITAL, INC.

SECURITY : COMMON STOCK

AMOUNT :

DATE :

In connection with the purchase of the above-listed securities (the “**Securities**”) of Mountain Digital, Inc., a Delaware corporation (the “**Company**”), the undersigned (the “**Participant**”) represents to the Company the following:

(a) The Participant is aware of the Company’s business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire the Securities. The Participant is acquiring these Securities for investment for the Participant’s own account only and not with a view to, or for resale in connection with, any “distribution” thereof within the meaning of the Securities Act of 1933, as amended (the “**Securities Act**”).

(b) The Participant acknowledges and understands that the Securities constitute “restricted securities” under the Securities Act and have not been registered under the Securities Act in reliance upon a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of the Participant’s investment intent as expressed herein. The Participant further understands that the Securities must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. The Participant understands that, in the view of the Securities and Exchange Commission, the statutory basis for such exemption may be unavailable if the Participant’s representation was predicated solely upon a present intention to hold these Securities for the minimum capital gains period specified under tax statutes, for a deferred sale, for or until an increase or decrease in the market price of the Securities, or for a period of one year or any other fixed period in the future. The Participant further acknowledges and understands that the Company is under no obligation to register the Securities. The Participant understands that the certificate evidencing the Securities will be imprinted with a legend which prohibits the transfer of the Securities unless they are registered or such registration is not required in the opinion of counsel satisfactory to the Company and any other legend required under applicable securities laws or agreements.

(c) The Participant is familiar with the provisions of Rule 701 and Rule 144, each promulgated under the Securities Act, which, in substance, permit limited public resale of “restricted securities” acquired, directly or indirectly from the issuer thereof, in a non-public offering subject to the satisfaction of certain conditions. Rule 701 provides that if the issuer qualifies under Rule 701 at the time of the grant of the Option to the Participant, the exercise will be exempt from registration under the Securities Act. In the event the Company becomes subject to the reporting requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), ninety (90) days thereafter (or such longer period as any market stand-off agreement may require) the Securities exempt under Rule 701 may under present law be resold, subject to the satisfaction of certain of the conditions specified by Rule 144, including, in the case of an affiliate: (1) the resale being made through a broker in an unsolicited “broker’s transaction” or in transactions directly with a market maker or in “riskless principal transactions” (as said terms are defined under the Exchange Act); (2) the availability of certain public information about the Company, (3) the amount of Securities being sold during any

three (3)-month period not exceeding the limitations specified in Rule 144(e), and (4) the timely filing of a Form 144, if applicable.

(d) In the event that the Company does not qualify under Rule 701 at the time of grant of the Option, then the Securities may be resold in certain limited circumstances subject to the provisions of Rule 144, which requires the resale to occur not less than six months, or, in the event the Company is not subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, not less than one year, after the later of the date the Securities were sold by the Company or the date the Securities were sold by an affiliate of the Company, within the meaning of Rule 144 and the availability of certain public information about the Company (subject to certain exceptions); and, in the case of a sale of the Securities by an affiliate, the satisfaction of the conditions set forth in sections (1), (2), (3) and (4) of the paragraph immediately above or, in the case of a non-affiliate who subsequently holds the Securities less than one year, the satisfaction of the conditions set forth in sections (1) and (4) of the paragraph immediately above.

(e) The Participant further understands that in the event all of the applicable requirements of Rule 701 or 144 are not satisfied, registration under the Securities Act, compliance with Regulation A, or some other registration exemption will be required; and that, notwithstanding the fact that Rules 144 and 701 are not exclusive, the Staff of the Securities and Exchange Commission has expressed its opinion that persons proposing to sell private placement securities other than in a registered offering and otherwise than pursuant to Rules 144 or 701 will have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales, and that such persons and their respective brokers who participate in such transactions do so at their own risk. The Participant understands that no assurances can be given that any such other registration exemption will be available in such event.

(f) The Participant understands and acknowledges that the Company will rely upon the accuracy and truth of the foregoing representations and the Participant hereby consents to such reliance.

Signature of the Participant:

Name:

Date: __, __

MNTN, INC.
2025 INCENTIVE AWARD PLAN

ARTICLE I.
PURPOSE

The Plan's purpose is to enhance the Company's ability to attract, retain and motivate persons who make (or are expected to make) important contributions to the Company by providing these individuals with equity ownership opportunities.

ARTICLE II.
DEFINITIONS

As used in the Plan, the following words and phrases have the meanings specified below, unless the context clearly indicates otherwise:

2.1 “**Administrator**” means the Board or a Committee to the extent that the Board's powers or authority under the Plan have been delegated to such Committee. With reference to the Board's or a Committee's powers or authority under the Plan that have been delegated to one or more officers pursuant to Section 4.2, the term “Administrator” shall refer to such officer(s) unless and until such delegation has been revoked.

2.2 “**Applicable Law**” means any applicable law, including without limitation: (a) provisions of the Code, the Securities Act, the Exchange Act and any rules or regulations thereunder; (b) corporate, securities, tax or other laws, statutes, rules, requirements or regulations, whether federal, state, local or foreign; and (c) rules of any securities exchange or automated quotation system on which the Shares are listed, quoted or traded.

2.3 “**Automatic Exercise Date**” means, with respect to an Option or a Stock Appreciation Right, the last business day of the applicable Option term or Stock Appreciation Right term that was initially established by the Administrator for such Option or Stock Appreciation Right (e.g., the last business day prior to the tenth anniversary of the date of grant of such Option or Stock Appreciation Right if the Option or Stock Appreciation Right initially had a ten-year Option term or Stock Appreciation Right term, as applicable).

2.4 “**Award**” means an Option award, Stock Appreciation Right award, Restricted Stock award, Restricted Stock Unit award, Performance Bonus Award, Performance Stock Unit award, Dividend Equivalents award or Other Stock or Cash Based Award granted to a Participant under the Plan.

2.5 “**Award Agreement**” means an agreement evidencing an Award, which may be written or electronic, that contains such terms and conditions as the Administrator determines, consistent with and subject to the terms and conditions of the Plan.

2.6 “**Board**” means the Board of Directors of the Company.

2.7 “**Change in Control**” means any of the following:

(a) A transaction or series of transactions (other than an offering of Common Stock to the general public through a registration statement filed with the Securities and Exchange Commission) whereby any “person” or related “group” of “persons” (as such terms are used in Sections 13(d) and 14(d)(2) of the Exchange Act) directly or indirectly acquires beneficial ownership (within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act) of the Company's securities possessing more than 50% of the total combined voting power of the Company's securities outstanding immediately after such acquisition; provided, however, that the following acquisitions shall not constitute a Change in Control: (i) any acquisition by the Company or any Subsidiary; (ii) any acquisition by an employee benefit plan maintained by the Company or any Subsidiary, (iii) any acquisition which complies with Sections 2.7(c)(i), 2.7(c)(ii) and 2.7(c)(iii); or (iv) in respect of an Award held by a particular

Participant, any acquisition by the Participant or any group of persons including the Participant (or any entity controlled by the Participant or any group of persons including the Participant);

(b) The Incumbent Directors cease for any reason to constitute a majority of the Board;

(c) The consummation by the Company (whether directly involving the Company or indirectly involving the Company through one or more intermediaries) of (x) a merger, consolidation, reorganization, or business combination, (y) a sale or other disposition of all or substantially all of the Company's assets in any single transaction or series of related transactions or (z) the acquisition of assets or stock of another entity, in each case other than a transaction:

(i) which results in the Company's voting securities outstanding immediately before the transaction continuing to represent (either by remaining outstanding or by being converted into voting securities of the Company or the person that, as a result of the transaction, controls, directly or indirectly, the Company or owns, directly or indirectly, all or substantially all of the Company's assets or otherwise succeeds to the business of the Company (the Company or such person, the "**Successor Entity**")) directly or indirectly, at least a majority of the combined voting power of the Successor Entity's outstanding voting securities immediately after the transaction;

(ii) after which no person or group beneficially owns voting securities representing 50% or more of the combined voting power of the Successor Entity; provided, however, that no person or group shall be treated for purposes of this Section 2.7(c)(ii) as beneficially owning 50% or more of the combined voting power of the Successor Entity solely as a result of the voting power held in the Company prior to the consummation of the transaction; and

(iii) after which at least a majority of the members of the board of directors (or the analogous governing body) of the Successor Entity were Board members at the time of the Board's approval of the execution of the initial agreement providing for such transaction; or

(d) The completion of a liquidation or dissolution of the Company.

Notwithstanding the foregoing, if a Change in Control constitutes a payment event with respect to any Award (or any portion of an Award) that provides for the deferral of compensation that is subject to Section 409A, to the extent required to avoid the imposition of additional taxes under Section 409A, the transaction or event described in subsection (a), (b), (c) or (d) of this Section 2.7 with respect to such Award (or portion thereof) shall only constitute a Change in Control for purposes of the payment timing of such Award if such transaction also constitutes a "change in control event," as defined in Treasury Regulation Section 1.409A-3(i)(5).

The Administrator shall have full and final authority, which shall be exercised in its sole discretion, to determine conclusively whether a Change in Control has occurred pursuant to the above definition, the date of such Change in Control and any incidental matters relating thereto; provided that any exercise of authority in conjunction with a determination of whether a Change in Control is a "change in control event" as defined in Treasury Regulation Section 1.409A-3(i)(5) shall be consistent with such regulation.

2.8 "**Class A Common Stock**" means the Class A common stock of the Company.

2.9 "**Class B Common Stock**" means the Class B common stock of the Company.

2.10 "**Code**" means the U.S. Internal Revenue Code of 1986, as amended, and all regulations, guidance, compliance programs and other interpretative authority issued thereunder.

2.11 "**Committee**" means one or more committees or subcommittees of the Board, which may include one or more Directors or executive officers of the Company, to the extent permitted by Applicable Law. To the

extent required to comply with the provisions of Rule 16b-3, it is intended that each member of the Committee will be, at the time the Committee takes any action with respect to an Award that is subject to Rule 16b-3, a “non-employee director” within the meaning of Rule 16b-3; however, a Committee member’s failure to qualify as a “non-employee director” within the meaning of Rule 16b-3 will not invalidate any Award granted by the Committee that is otherwise validly granted under the Plan.

2.12 “**Common Stock**” means the common stock of the Company, par value \$0.0001 per share, which may be designated as Class A Common Stock or Class B Common Stock.

2.13 “**Company**” means MNTN, Inc., a Delaware corporation, or any successor.

2.14 “**Consultant**” means any person, including any adviser, engaged, directly or indirectly, by the Company or a Subsidiary to render services to such entity if the consultant or adviser: (i) renders bona fide services to the Company or a Subsidiary; (ii) renders services not in connection with the offer or sale of securities in a capital-raising transaction and does not directly or indirectly promote or maintain a market for the Company’s securities; and (iii) who qualifies as a consultant or advisor under Instruction A.1.(a)(1) of Form S-8 under the Securities Act.

2.15 “**Designated Beneficiary**” means, if permitted by the Company, the beneficiary or beneficiaries the Participant designates, in a manner the Company determines, to receive amounts due or exercise the Participant’s rights if the Participant dies. Without a Participant’s effective designation, “Designated Beneficiary” will mean the Participant’s estate or legal heirs.

2.16 “**Director**” means a Board member.

2.17 “**Disability**” means a permanent and total disability under Section 22(e)(3) of the Code.

2.18 “**Dividend Equivalents**” means a right granted to a Participant to receive the equivalent value (in cash or Shares) of dividends paid on a specified number of Shares. Such Dividend Equivalent shall be converted to cash or additional Shares, or a combination of cash and Shares, by such formula and at such time and subject to such limitations as may be determined by the Administrator.

2.19 “**DRO**” means a “domestic relations order” as defined by the Code or Title I of the Employee Retirement Income Security Act of 1974, as amended, or the rules thereunder.

2.20 “**Effective Date**” has the meaning set forth in Section 11.3.

2.21 “**Employee**” means any employee of the Company or any of its Subsidiaries.

2.22 “**Equity Restructuring**” means a nonreciprocal transaction between the Company and its stockholders, such as a stock dividend, stock split (including a reverse stock split), spin-off or recapitalization through a large, nonrecurring cash dividend, that affects the number or kind of Shares (or other Company securities) or the share price of Common Stock (or other Company securities) and causes a change in the per share value of the Common Stock underlying outstanding Awards.

2.23 “**Exchange Act**” means the U.S. Securities Exchange Act of 1934, as amended, and all regulations, guidance and other interpretative authority issued thereunder.

2.24 “**Fair Market Value**” means, as of any date, the value of a Share determined as follows: (i) if the Common Stock is listed on any established stock exchange, the value of a Share will be the closing sales price for a Share as quoted on such exchange for such date, or if no sale occurred on such date, the last day preceding such date during which a sale occurred, as reported in *The Wall Street Journal* or another source the Administrator deems reliable; (ii) if the Common Stock is not listed on an established stock exchange but is quoted on a national

market or other quotation system, the value of a Share will be the closing sales price for a Share on such date, or if no sales occurred on such date, then on the last date preceding such date during which a sale occurred, as reported in *The Wall Street Journal* or another source the Administrator deems reliable; or (iii) if the Common Stock is not listed on any established stock exchange or quoted on a national market or other quotation system, the value established by the Administrator in its sole discretion. Notwithstanding the foregoing, with respect to any Award granted after the effectiveness of the Company's registration statement relating to its initial public offering but prior to the Public Trading Date, the Fair Market Value means the initial public offering price of a Share as set forth in the Company's final prospectus relating to its initial public offering filed with the Securities and Exchange Commission.

2.25 **"Greater Than 10% Stockholder"** means an individual then owning (within the meaning of Section 424(d) of the Code) more than 10% of the total combined voting power of all classes of stock of the Company or any parent corporation or subsidiary corporation of the Company, as determined in accordance with Section 424(e) and (f) of the Code, respectively.

2.26 **"Incentive Stock Option"** means an Option that meets the requirements to qualify as an "incentive stock option" as defined in Section 422 of the Code.

2.27 **"Incumbent Directors"** means, for any period of 12 consecutive months, individuals who, at the beginning of such period, constitute the Board together with any new Director(s) (other than a Director designated by a person who shall have entered into an agreement with the Company to effect a transaction described in clause (a) or (c) of the Change in Control definition) whose election or nomination for election to the Board was approved by a vote of at least a majority (either by a specific vote or by approval of the proxy statement of the Company in which such person is named as a nominee for Director without objection to such nomination) of the Directors then still in office who either were Directors at the beginning of the 12-month period or whose election or nomination for election was previously so approved. No individual initially elected or nominated as a director of the Company as a result of an actual or threatened election contest with respect to Directors or as a result of any other actual or threatened solicitation of proxies by or on behalf of any person other than the Board shall be an Incumbent Director.

2.28 **"Non-Employee Director"** means a Director who is not an Employee.

2.29 **"Nonqualified Stock Option"** means an Option that is not an Incentive Stock Option.

2.30 **"Option"** means a right granted under Article VI to purchase a specified number of Shares at a specified price per Share during a specified time period. An Option may be either an Incentive Stock Option or a Nonqualified Stock Option.

2.31 **"Other Stock or Cash Based Awards"** means cash awards, awards of Shares, and other awards valued wholly or partially by referring to, or are otherwise based on, Shares or other property.

2.32 **"Overall Share Limit"** means a number of Shares, which solely may be issued under the Plan as Class A Common Stock, equal to the sum of (i) 11,112,342 plus (ii) the number of Shares, if any, that are available for issuance under the Prior Plans as of the Effective Date plus (iii) the number of Shares, if any, that are subject to Prior Plan Awards that become available for issuance under the Plan pursuant to Article V plus (iv) an increase commencing on January 1, 2026 and continuing annually on the anniversary thereof through (and including) January 1, 2035, equal to the lesser of (A) 5% of the sum of the Shares and any Shares underlying Pre-Funded Warrants, in each case, that are outstanding on the last day of the immediately preceding calendar year and (B) such smaller number of Shares as determined by the Board or the Committee.

2.33 **"Participant"** means a Service Provider who has been granted an Award.

2.34 “**Performance Bonus Award**” has the meaning set forth in Section 8.3.

2.35 “**Performance Stock Unit**” means a right granted to a Participant pursuant to Section 8.1 and subject to Section 8.2, to receive cash or Shares, the payment of which is contingent upon achieving certain performance goals or other performance-based targets established by the Administrator.

2.36 “**Permitted Transferee**” means, with respect to a Participant, any “family member” of the Participant, as defined in the General Instructions to Form S-8 Registration Statement under the Securities Act (or any successor form thereto), or any other transferee specifically approved by the Administrator after taking into account Applicable Law.

2.37 “**Plan**” means this 2025 Incentive Award Plan.

2.38 “**Pre-Funded Warrant**” means a warrant to purchase Shares that has an exercise price per Share that is less than or equal to \$0.10.

2.39 “**Prior Plans**” means the MNTN, Inc. 2021 Equity Incentive Plan, the MNTN, Inc. 2009 Equity Incentive Plan and the QuickFrame, Inc. 2018 Stock Plan, in each case, as may be amended from time to time.

2.40 “**Prior Plan Award**” means an award outstanding under a Prior Plan as of immediately prior to the Effective Date.

2.41 “**Public Trading Date**” means the first date upon which Common Stock is listed (or approved for listing) upon notice of issuance on any securities exchange or designated (or approved for designation) upon notice of issuance as a national market security on an interdealer quotation system.

2.42 “**Restricted Stock**” means Shares awarded to a Participant under Article VII, subject to certain vesting conditions and other restrictions.

2.43 “**Restricted Stock Unit**” means an unfunded, unsecured right to receive, on the applicable settlement date, one Share or an amount in cash or other consideration determined by the Administrator to be equal to the Fair Market Value as of such settlement date, subject to certain vesting conditions and other restrictions.

2.44 “**Rule 16b-3**” means Rule 16b-3 promulgated under the Exchange Act, including any amendments thereto.

2.45 “**Section 409A**” means Section 409A of the Code and the regulations promulgated thereunder by the United States Treasury Department, as amended or as may be amended from time to time.

2.46 “**Securities Act**” means the U.S. Securities Act of 1933, as amended, and all regulations, guidance and other interpretative authority issued thereunder.

2.47 “**Service Provider**” means an Employee, Consultant or Director.

2.48 “**Shares**” means shares of Common Stock, whether Class A Common Stock or Class B Common Stock.

2.49 “**Stock Appreciation Right**” or “**SAR**” means a right granted under Article VI to receive a payment equal to the excess of the Fair Market Value of a specified number of Shares on the date the right is exercised over the exercise price set forth in the applicable Award Agreement.

2.50 “***Subsidiary***” means any entity (other than the Company), whether U.S. or non-U.S., in an unbroken chain of entities beginning with the Company if each of the entities other than the last entity in the unbroken chain beneficially owns, at the time of the determination, securities or interests representing at least 50% of the total combined voting power of all classes of securities or interests in one of the other entities in such chain.

2.51 “***Substitute Awards***” means Awards granted or Shares issued by the Company in assumption of, or in substitution or exchange for, awards previously granted, or the right or obligation to make future awards, in each case by a company or other entity acquired by the Company or any Subsidiary or with which the Company or any Subsidiary combines.

2.52 “***Tax-Related Items***” means any U.S. and non-U.S. federal, state and/or local taxes (including, without limitation, income tax, social insurance contributions, fringe benefit tax, employment tax, stamp tax and any employer tax liability which has been transferred to a Participant) for which a Participant is liable in connection with Awards and/or Shares.

2.53 “***Termination of Service***” means:

(a) As to a Consultant, the time when the engagement of a Participant as a Consultant to the Company or a Subsidiary is terminated for any reason, with or without cause, including, without limitation, by resignation, discharge, death or retirement, but excluding terminations where the Consultant simultaneously commences or remains in employment or service with the Company or any Subsidiary.

(b) As to a Non-Employee Director, the time when a Participant who is a Non-Employee Director ceases to be a Director for any reason, including, without limitation, a termination by resignation, failure to be elected, death or retirement, but excluding terminations where the Participant simultaneously commences or remains in employment or service with the Company or any Subsidiary.

(c) As to an Employee, the time when the employee-employer relationship between a Participant and the Company or any Subsidiary is terminated for any reason, including, without limitation, a termination by resignation, discharge, death, disability or retirement; but excluding terminations where the Participant simultaneously commences or remains in employment or service with the Company or any Subsidiary.

The Company, in its sole discretion, shall determine the effect of all matters and questions relating to any Termination of Service, including, without limitation, whether a Termination of Service has occurred, whether a Termination of Service resulted from a discharge for cause and all questions of whether particular work schedules, such as part time, or particular leaves of absence constitute a Termination of Service. For purposes of the Plan, except as otherwise determined by the Administrator, a Participant’s employee-employer relationship or consultancy relationship shall be deemed to be terminated in the event that the Subsidiary employing or contracting with such Participant ceases to remain a Subsidiary following any merger, sale of stock or other corporate transaction or event (including, without limitation, a spin-off), even though the Participant may subsequently continue to perform services for that entity.

ARTICLE III. ELIGIBILITY

Service Providers are eligible to be granted Awards under the Plan, subject to the limitations described herein. No Service Provider shall have any right to be granted an Award pursuant to the Plan and neither the Company nor the Administrator is obligated to treat Service Providers, Participants or any other persons uniformly.

ARTICLE IV.
ADMINISTRATION AND DELEGATION

4.1 Administration.

(a) The Plan is administered by the Administrator. The Administrator has authority to determine which Service Providers receive Awards, grant Awards and set Award terms and conditions, subject to the conditions and limitations in the Plan. The Administrator also has the authority to take all actions and make all determinations under the Plan, to interpret the Plan and Award Agreements and to adopt, amend and repeal Plan administrative rules, guidelines and practices as it deems advisable. The Administrator may correct defects and ambiguities, supply omissions, reconcile inconsistencies in the Plan or any Award and make all other determinations that it deems necessary or appropriate to administer the Plan and any Awards. The Administrator (and each member thereof) is entitled to, in good faith, rely or act upon any report or other information furnished to the Administrator or member thereof by any officer or other Employee, the Company's independent certified public accountants, or any executive compensation consultant or other professional retained by the Company to assist in the administration of the Plan. The Administrator's determinations under the Plan are in its sole discretion and will be final, binding and conclusive on all persons having or claiming any interest in the Plan or any Award.

(b) Without limiting the foregoing, the Administrator has the exclusive power, authority and sole discretion to: (i) designate Participants; (ii) determine the type or types of Awards to be granted to each Participant; (iii) determine the number of Awards to be granted and the number of Shares to which an Award will relate; (iv) subject to the limitations in the Plan, determine the terms and conditions of any Award and related Award Agreement, including, but not limited to, the exercise price, grant price, purchase price, any performance criteria, any restrictions or limitations on the Award, any schedule for vesting, lapse of forfeiture restrictions or restrictions on the exercisability of an Award, and accelerations, waivers or amendments thereof; (v) determine whether, to what extent, and under what circumstances an Award may be settled in, or the exercise price of an Award may be paid in cash, Shares, or other property, or an Award may be canceled, forfeited, or surrendered; and (vi) make all other decisions and determinations that may be required pursuant to the Plan or as the Administrator deems necessary or advisable to administer the Plan.

4.2 Delegation of Authority. To the extent permitted by Applicable Law, the Board or any Committee may delegate any or all of its powers under the Plan to one or more Committees or officers of the Company or any of its Subsidiaries; provided, however, that in no event shall an officer of the Company or any of its Subsidiaries be delegated the authority to grant Awards to, or amend Awards held by, the following individuals: (a) individuals who are subject to Section 16 of the Exchange Act, or (b) officers of the Company or any of its Subsidiaries or Directors to whom authority to grant or amend Awards has been delegated hereunder. Any delegation hereunder shall be subject to the restrictions and limits that the Board or Committee specifies at the time of such delegation or that are otherwise included in the applicable organizational documents, and the Board or Committee, as applicable, may at any time rescind the authority so delegated or appoint a new delegatee. At all times, the delegatee appointed under this Section 4.2 shall serve in such capacity at the pleasure of the Board or the Committee, as applicable, and the Board or the Committee may abolish any committee at any time and re-vest in itself any previously delegated authority. Further, regardless of any delegation, the Board or a Committee may, in its discretion, exercise any and all rights and duties as the Administrator under the Plan delegated thereby, except with respect to Awards that are required to be determined in the sole discretion of the Board or Committee under the rules of any securities exchange or automated quotation system on which the Shares are listed, quoted or traded.

ARTICLE V.
STOCK AVAILABLE FOR AWARDS

5.1 Number of Shares. Subject to adjustment under Article IX and the terms of this Article V, Awards may be made under the Plan covering up to the Overall Share Limit. As of the Effective Date, the Company will cease granting awards under the Prior Plans; however, Prior Plan Awards will remain subject to the terms of the applicable Prior Plan. Shares issued or delivered under the Plan only may consist of authorized but unissued Shares, Shares purchased on the open market or treasury Shares.

5.2 Share Recycling.

(a) If all or any part of an Award or Prior Plan Award expires, lapses or is terminated, converted into an award in respect of shares of another entity in connection with a spin-off or other similar event, exchanged or settled for cash, surrendered, repurchased, canceled without having been fully exercised or forfeited, in any case, in a manner that results in the Company acquiring Shares covered by the Award or Prior Plan Award at a price not greater than the price (as adjusted to reflect any Equity Restructuring) paid by the Participant for such Shares or not issuing any Shares covered by the Award or Prior Plan Award, a number of Shares equal to the number of unused Shares covered by the Award or Prior Plan Award will, as applicable, become or again be available for Awards under the Plan. The payment of Dividend Equivalents in cash in conjunction with any outstanding Awards or Prior Plan Awards shall not count against the Overall Share Limit.

(b) In addition, the following shall add to the number of Shares available for future grants of Awards: (i) Shares tendered by a Participant or withheld by the Company in payment of the exercise price of an Option or any stock option granted under a Prior Plan; (ii) Shares tendered by the Participant or withheld by the Company to satisfy any tax withholding obligation with respect to an Award or any Prior Plan Award; and (iii) Shares subject to a Stock Appreciation Right that are not issued in connection with the stock settlement of the Stock Appreciation Right on exercise thereof. Notwithstanding the provisions of this Section 5.2(b), no Shares may again be optioned, granted or awarded pursuant to an Incentive Stock Option if such action would cause such Option to fail to qualify as an incentive stock option under Section 422 of the Code.

5.3 Incentive Stock Option Limitations. Notwithstanding anything to the contrary herein, no more than 82,898,071 Shares (as adjusted to reflect any Equity Restructuring) may be issued pursuant to the exercise of Incentive Stock Options.

5.4 Substitute Awards. In connection with an entity's merger or consolidation with the Company or any Subsidiary or the Company's or any Subsidiary's acquisition of an entity's property or stock, the Administrator may grant Substitute Awards in respect of any options or other stock or stock-based awards granted before such merger or consolidation by such entity or its affiliate. Substitute Awards may be granted on such terms and conditions as the Administrator deems appropriate, notwithstanding limitations on Awards in the Plan. Substitute Awards will not count against the Overall Share Limit (nor shall Shares subject to a Substitute Award be added to the Shares available for Awards under the Plan as provided under Section 5.2 above), except that Shares acquired by exercise of substitute Incentive Stock Options will count against the maximum number of Shares that may be issued pursuant to the exercise of Incentive Stock Options under the Plan. Additionally, in the event that a company acquired by the Company or any Subsidiary or with which the Company or any Subsidiary combines has shares available under a pre-existing plan approved by stockholders and not adopted in contemplation of such acquisition or combination, the shares available for grant pursuant to the terms of such pre-existing plan (as appropriately adjusted to reflect the transaction) may be used for Awards under the Plan and shall not count against the Overall Share Limit (and Shares subject to such Awards may again become available for Awards under the Plan as provided under Section 5.2 above); provided that Awards using such available shares shall not be made after the date awards or grants could have been made under the terms of the pre-existing plan, absent the acquisition or combination, and shall only be made to individuals who were not Service Providers prior to such acquisition or combination.

5.5 Non-Employee Director Award Limit. Notwithstanding any provision to the contrary in the Plan or in any policy of the Company regarding non-employee director compensation, the sum of the grant date fair value (determined as of the grant date in accordance with Financial Accounting Standards Board Accounting Standards Codification Topic 718, or any successor thereto) of all equity-based Awards and the maximum amount that may become payable pursuant to all cash-based Awards that may be granted to a Service Provider as compensation for services as a Non-Employee Director during any calendar year under the Plan shall not exceed \$1,500,000.

ARTICLE VI. STOCK OPTIONS AND STOCK APPRECIATION RIGHTS

6.1 General. The Administrator may grant Options or Stock Appreciation Rights to one or more Service Providers, subject to such terms and conditions not inconsistent with the Plan as the Administrator shall determine. The Administrator will determine the number of Shares covered by each Option and Stock Appreciation Right, the exercise price of each Option and Stock Appreciation Right and the conditions and limitations applicable to the exercise of each Option and Stock Appreciation Right. A Stock Appreciation Right will entitle the Participant (or other person entitled to exercise the Stock Appreciation Right) to receive from the Company upon exercise of the exercisable portion of the Stock Appreciation Right an amount determined by multiplying (x) the excess, if any, of the Fair Market Value of one Share on the date of exercise over the exercise price per Share of the Stock Appreciation Right by (y) the number of Shares with respect to which the Stock Appreciation Right is exercised, subject to any limitations of the Plan or that the Administrator may impose, and payable in cash, Shares valued at Fair Market Value on the date of exercise or a combination of the two as the Administrator may determine or provide in the Award Agreement.

6.2 Exercise Price. The Administrator will establish each Option's and Stock Appreciation Right's exercise price and specify the exercise price in the Award Agreement. Subject to Section 6.7, the exercise price will not be less than 100% of the Fair Market Value on the grant date of the Option or Stock Appreciation Right. Notwithstanding the foregoing, in the case of an Option or Stock Appreciation Right that is a Substitute Award, the exercise price per share of the Shares subject to such Option or Stock Appreciation Right, as applicable, may be less than the Fair Market Value on the date of grant; provided that the exercise price of any Substitute Award shall be determined in accordance with the applicable requirements of Sections 424 and 409A of the Code.

6.3 Duration of Options. Subject to Section 6.7, each Option or Stock Appreciation Right will be exercisable at such times and as specified in the Award Agreement, provided that the term of an Option or Stock Appreciation Right will not exceed ten years; provided, further, that, unless otherwise determined by the Administrator or specified in the Award Agreement, (a) no portion of an Option or Stock Appreciation Right which is unexercisable at a Participant's Termination of Service shall thereafter become exercisable and (b) the portion of an Option or Stock Appreciation Right that is unexercisable at a Participant's Termination of Service shall automatically expire on the date of such Termination of Service. In addition, in no event shall an Option or Stock Appreciation Right granted to an Employee who is a non-exempt employee for purposes of overtime pay under the U.S. Fair Labor Standards Act of 1938 be exercisable earlier than six months after its date of grant. Notwithstanding the foregoing, if the Participant, prior to the end of the term of an Option or Stock Appreciation Right, commits an act of cause (as determined by the Administrator), or violates any non-competition, non-solicitation or confidentiality provisions of any employment contract, confidentiality and nondisclosure agreement or other agreement between the Participant and the Company or any of its Subsidiaries, the right to exercise the Option or Stock Appreciation Right, as applicable, may be terminated by the Company and the Company may suspend the Participant's right to exercise the Option or Stock Appreciation Right when it reasonably believes that the Participant may have participated in any such act or violation.

6.4 Exercise. Options and Stock Appreciation Rights may be exercised by delivering to the Company (or such other person or entity designated by the Administrator) a notice of exercise, in a form and manner the Company approves (which may be written, electronic or telephonic and may contain representations

and warranties deemed advisable by the Administrator), signed or authenticated by the person authorized to exercise the Option or Stock Appreciation Right, together with, as applicable, (a) payment in full of the exercise price for the number of Shares for which the Option is exercised in a manner specified in Section 6.5 and (b) satisfaction in full of any withholding obligation for Tax-Related Items in a manner specified in Section 10.5. The Administrator may, in its discretion, limit exercise with respect to fractional Shares and require that any partial exercise of an Option or Stock Appreciation Right be with respect to a minimum number of Shares.

6.5 Payment Upon Exercise. The Administrator shall determine the methods by which payment of the exercise price of an Option shall be made, including, without limitation:

(a) Cash, check or wire transfer of immediately available funds; provided that the Company may limit the use of one of the foregoing methods if one or more of the methods below is permitted;

(b) If there is a public market for Shares at the time of exercise, unless the Company otherwise determines, (A) delivery (including electronically or telephonically to the extent permitted by the Company) of a notice that the Participant has placed a market sell order with a broker acceptable to the Company with respect to Shares then issuable upon exercise of the Option and that the broker has been directed to deliver promptly to the Company funds sufficient to pay the exercise price, or (B) the Participant's delivery to the Company of a copy of irrevocable and unconditional instructions to a broker acceptable to the Company to deliver promptly to the Company an amount sufficient to pay the exercise price by cash, wire transfer of immediately available funds or check; provided that such amount is paid to the Company at such time as may be required by the Company;

(c) To the extent permitted by the Administrator, delivery (either by actual delivery or attestation) of Shares owned by the Participant valued at their Fair Market Value on the date of delivery;

(d) To the extent permitted by the Administrator, surrendering Shares then issuable upon the Option's exercise valued at their Fair Market Value on the exercise date;

(e) To the extent permitted by the Administrator, delivery of a promissory note or any other lawful consideration; or

(f) To the extent permitted by the Administrator, any combination of the above payment forms.

6.6 Expiration of Option Term or Stock Appreciation Right Term: Automatic Exercise of In-The-Money Options and Stock Appreciation Rights. Unless otherwise provided by the Administrator in an Award Agreement or otherwise or as otherwise directed by a holder of an Option or a Stock Appreciation Right in writing to the Company, each vested and exercisable Option and Stock Appreciation Right outstanding on the Automatic Exercise Date with an exercise price per Share that is less than the sum of the Fair Market Value and any related broker's fees (as described in Section 11.19(c)) per Share as of such date shall automatically and without further action by the holder of the Option or Stock Appreciation Right or the Company be exercised on the Automatic Exercise Date. In the sole discretion of the Administrator, payment of the exercise price of any such Option shall be made pursuant to Section 6.5(b) or 6.5(d) and the Company or any Subsidiary shall be entitled to deduct or withhold an amount sufficient to satisfy any withholding obligation for Tax-Related Items associated with such exercise in accordance with Section 10.5. Unless otherwise determined by the Administrator, this Section 6.6 shall not apply to an Option or Stock Appreciation Right if the holder of such Option or Stock Appreciation Right incurs a Termination of Service on or before the Automatic Exercise Date. For the avoidance of doubt, no Option or Stock Appreciation Right with an exercise price per Share that is equal to or greater than the Fair Market Value on the Automatic Exercise Date shall be exercised pursuant to this Section 6.6.

6.7 Additional Terms of Incentive Stock Options. The Administrator may grant Incentive Stock Options only to employees of the Company, any of its present or future parent or subsidiary corporations, as defined in Sections 424(e) or (f) of the Code, respectively, and any other entities the employees of which are eligible to receive Incentive Stock Options under the Code. If an Incentive Stock Option is granted to a Greater Than 10% Stockholder, the exercise price will not be less than 110% of the Fair Market Value on the Option's grant date, and the term of the Option will not exceed five years. All Incentive Stock Options (and Award Agreements related thereto) will be subject to and construed consistently with Section 422 of the Code. By accepting an Incentive Stock Option, the Participant agrees to give prompt notice to the Company of dispositions or other transfers (other than in connection with a Change in Control) of Shares acquired under the Option made within the later of (a) two years from the grant date of the Option or (b) one year after the transfer of such Shares to the Participant, specifying the date of the disposition or other transfer and the amount the Participant realized, in cash, other property, assumption of indebtedness or other consideration, in such disposition or other transfer. Neither the Company nor the Administrator will be liable to a Participant, or any other party, if an Incentive Stock Option fails or ceases to qualify as an "incentive stock option" under Section 422 of the Code. Any Incentive Stock Option or portion thereof that fails to qualify as an "incentive stock option" under Section 422 of the Code for any reason, including becoming exercisable with respect to Shares having a fair market value exceeding the \$100,000 limitation under Treasury Regulation Section 1.422-4, will be a Nonqualified Stock Option.

ARTICLE VII. RESTRICTED STOCK; RESTRICTED STOCK UNITS

7.1 General. The Administrator may grant Restricted Stock, or the right to purchase Restricted Stock, to any Service Provider, subject to forfeiture or the Company's right to repurchase all or part of the underlying Shares at their issue price or other stated or formula price from the Participant if conditions the Administrator specifies in the Award Agreement are not satisfied before the end of the applicable restriction period or periods that the Administrator establishes for such Award. In addition, the Administrator may grant Restricted Stock Units, which may be subject to vesting and forfeiture conditions during the applicable restriction period or periods, as set forth in an Award Agreement, to Service Providers. The Administrator shall establish the purchase price, if any, and form of payment for Restricted Stock and Restricted Stock Units; provided, however, that if a purchase price is charged, such purchase price shall be no less than the par value, if any, of the Shares to be purchased, unless otherwise permitted by Applicable Law. In all cases, legal consideration shall be required for each issuance of Restricted Stock and Restricted Stock Units to the extent required by Applicable Law. The Award Agreement for each Award of Restricted Stock and Restricted Stock Units shall set forth the terms and conditions not inconsistent with the Plan as the Administrator shall determine.

7.2 Restricted Stock.

(a) *Stockholder Rights.* Unless otherwise determined by the Administrator, each Participant holding Shares of Restricted Stock will be entitled to all the rights of a stockholder with respect to such Shares, subject to the restrictions in the Plan and the applicable Award Agreement, including the right to receive all dividends and other distributions paid or made with respect to the Shares to the extent such dividends and other distributions have a record date that is on or after the date on which such Participant becomes the record holder of such Shares; provided, however, that with respect to a share of Restricted Stock subject to restrictions or vesting conditions, except in connection with a spin-off or other similar event as otherwise permitted under Section 9.2, dividends which are paid to Company stockholders prior to the removal of restrictions and satisfaction of vesting conditions shall only be paid to the Participant to the extent that the restrictions are subsequently removed and the vesting conditions are subsequently satisfied and the share of Restricted Stock vests.

(b) *Stock Certificates.* The Company may require that the Participant deposit in escrow with the Company (or its designee) any stock certificates issued in respect of Shares of Restricted Stock, together with a stock power endorsed in blank.

(c) *Section 83(b) Election.* If a Participant makes an election under Section 83(b) of the Code to be taxed with respect to the Restricted Stock as of the date of transfer of the Restricted Stock rather than as of the date or dates upon which such Participant would otherwise be taxable under Section 83(a) of the Code, such Participant shall be required to deliver a copy of such election to the Company promptly after filing such election with the Internal Revenue Service along with proof of the timely filing thereof.

7.3 Restricted Stock Units. The Administrator may provide that settlement of Restricted Stock Units will occur upon or as soon as reasonably practicable after the Restricted Stock Units vest or will instead be deferred, on a mandatory basis or at the Participant's election, subject to compliance with Applicable Law. A Participant holding Restricted Stock Units will have only the rights of a general unsecured creditor of the Company (solely to the extent of any rights then applicable to Participant with respect to such Restricted Stock Units) until delivery of Shares, cash or other securities or property is made as specified in the applicable Award Agreement.

ARTICLE VIII. OTHER TYPES OF AWARDS

8.1 General. The Administrator may grant Performance Stock Unit awards, Performance Bonus Awards, Dividend Equivalents or Other Stock or Cash Based Awards, to one or more Service Providers, in such amounts and subject to such terms and conditions not inconsistent with the Plan as the Administrator shall determine.

8.2 Performance Stock Unit Awards. Each Performance Stock Unit award shall be denominated in a number of Shares or in unit equivalents of Shares or units of value (including a dollar value of Shares) and may be linked to any one or more of performance or other specific criteria, including service to the Company or Subsidiaries, determined to be appropriate by the Administrator, in each case on a specified date or dates or over any period or periods determined by the Administrator. In making such determinations, the Administrator may consider (among such other factors as it deems relevant in light of the specific type of award) the contributions, responsibilities and other compensation of the particular Participant.

8.3 Performance Bonus Awards. Each right to receive a bonus granted under this Section 8.3 shall be denominated in the form of cash (but may be payable in cash, stock or a combination thereof) (a "***Performance Bonus Award***") and shall be payable upon the attainment of performance goals that are established by the Administrator and relate to one or more of performance or other specific criteria, including service to the Company or Subsidiaries, in each case on a specified date or dates or over any period or periods determined by the Administrator.

8.4 Dividend Equivalents. If the Administrator provides, an Award (other than an Option or Stock Appreciation Right) may provide a Participant with the right to receive Dividend Equivalents. Dividend Equivalents may be paid currently or credited to an account for the Participant, settled in cash or Shares and subject to the same restrictions on transferability and forfeitability as the Award with respect to which the Dividend Equivalents are granted and subject to other terms and conditions as set forth in the Award Agreement. Notwithstanding anything to the contrary herein, Dividend Equivalents with respect to an Award subject to vesting shall either (a) to the extent permitted by Applicable Law, not be paid or credited or (b) be accumulated and subject to vesting to the same extent as the related Award. All such Dividend Equivalents shall be paid at such time as the Administrator shall specify in the applicable Award Agreement or as determined by the Administrator in the event not specified in such Award Agreement.

8.5 Other Stock or Cash Based Awards. Other Stock or Cash Based Awards may be granted to Participants, including Awards entitling Participants to receive cash or Shares to be delivered in the future and annual or other periodic or long-term cash bonus awards (whether based on specified performance criteria or otherwise), in each case subject to any conditions and limitations in the Plan. Such Other Stock or Cash Based

Awards will also be available as a payment form in the settlement of other Awards, as standalone payments and as payment in lieu of compensation to which a Participant is otherwise entitled, subject to compliance with, or an exemption from, Section 409A. Other Stock or Cash Based Awards may be paid in Shares, cash or other property, as the Administrator determines. Subject to the provisions of the Plan, the Administrator will determine the terms and conditions of each Other Stock or Cash Based Award, including any purchase price, performance goal(s), transfer restrictions, and vesting conditions, which will be set forth in the applicable Award Agreement. Except in connection with a spin-off or other similar event as otherwise permitted under Article IX, dividends that are paid prior to vesting of any Other Stock or Cash Based Award shall only be paid to the applicable Participant to the extent that the vesting conditions are subsequently satisfied and the Other Stock or Cash Based Award vests.

ARTICLE IX. ADJUSTMENTS FOR CHANGES IN COMMON STOCK AND CERTAIN OTHER EVENTS

9.1 Equity Restructuring. In connection with any Equity Restructuring, notwithstanding anything to the contrary in this Article IX, the Administrator will equitably adjust the terms of the Plan and each outstanding Award as it deems appropriate to reflect the Equity Restructuring, which may include (a) adjusting the number and type of securities subject to each outstanding Award or with respect to which Awards may be granted under the Plan (including, but not limited to, adjustments of the limitations in Article V hereof on the maximum number and kind of shares that may be issued); (b) adjusting the terms and conditions of (including the grant or exercise price), and the performance goals or other criteria included in, outstanding Awards; and (c) granting new Awards or making cash payments to Participants. The adjustments provided under this Section 9.1 will be nondiscretionary and final and binding on all interested parties, including the affected Participant and the Company; provided that the Administrator will determine whether an adjustment is equitable.

9.2 Corporate Transactions. In the event of any extraordinary dividend or other distribution (whether in the form of cash, Common Stock, other securities, or other property), reorganization, merger, consolidation, split-up, spin off, combination, amalgamation, repurchase, recapitalization, liquidation, dissolution, or sale, transfer, exchange or other disposition of all or substantially all of the assets of the Company, or sale or exchange of Common Stock or other securities of the Company, Change in Control, issuance of warrants or other rights to purchase Common Stock or other securities of the Company, other similar corporate transaction or event, other unusual or nonrecurring transaction or event affecting the Company or its financial statements or any change in any Applicable Law or accounting principles, the Administrator, on such terms and conditions as it deems appropriate, either by the terms of the Award or by action taken prior to the occurrence of such transaction or event (except that action to give effect to a change in Applicable Law or accounting principles may be made within a reasonable period of time after such change) and either automatically or upon the Participant's request, is hereby authorized to take any one or more of the following actions whenever the Administrator determines that such action is appropriate in order to (x) prevent dilution or enlargement of the benefits or potential benefits intended by the Company to be made available under the Plan or with respect to any Award granted or issued under the Plan, (y) to facilitate such transaction or event or (z) give effect to such changes in Applicable Law or accounting principles:

(a) To provide for the cancellation of any such Award in exchange for either an amount of cash or other property with a value equal to the amount that could have been obtained upon the exercise or settlement of the vested portion of such Award or realization of the Participant's rights under the vested portion of such Award, as applicable, in each case as of the date of such cancellation; provided that, if the amount that could have been obtained upon the exercise or settlement of the vested portion of such Award or realization of the Participant's rights, in any case, is equal to or less than zero, then the Award may be terminated without payment;

(b) To provide that such Award shall vest and, to the extent applicable, be exercisable as to all Shares (or other property) covered thereby, notwithstanding anything to the contrary in the Plan or the provisions of such Award;

(c) To provide that such Award be assumed by the successor or survivor corporation or entity, or a parent or subsidiary thereof, or shall be substituted for by awards covering the stock of the successor or survivor corporation or entity, or a parent or subsidiary thereof, with appropriate adjustments as to the number and kind of shares and applicable exercise or purchase price, in all cases, as determined by the Administrator;

(d) To make adjustments in the number and type of Shares (or other securities or property) subject to outstanding Awards or with respect to which Awards may be granted under the Plan (including, but not limited to, adjustments of the limitations in Article V hereof on the maximum number and kind of Shares which may be issued) or in the terms and conditions of (including the grant or exercise price), and the criteria included in, outstanding Awards;

(e) To replace such Award with other rights or property selected by the Administrator; or

(f) To provide that the Award will terminate and cannot vest, be exercised or become payable after the applicable event.

9.3 Change in Control.

(g) Notwithstanding any other provision of the Plan, in the event of a Change in Control, unless the Administrator elects to (i) terminate an Award in exchange for cash, rights or property, or (ii) cause an Award to become fully exercisable and no longer subject to any forfeiture restrictions prior to the consummation of a Change in Control, pursuant to Section 9.2, (A) such Award (other than any portion subject to performance-based vesting) shall continue in effect or be assumed or an equivalent Award substituted by the successor corporation or a parent or subsidiary of the successor corporation and (B) the portion of such Award subject to performance-based vesting shall be subject to the terms and conditions of the applicable Award Agreement and, in the absence of applicable terms and conditions, the Administrator's discretion.

(h) In the event that the successor corporation in a Change in Control refuses to assume or substitute for an Award (other than any portion subject to performance-based vesting, which shall be handled as specified in the individual Award Agreement or as otherwise provided by the Administrator), the Administrator shall cause such Award to become fully vested and, if applicable, exercisable immediately prior to the consummation of such transaction and all forfeiture restrictions on such Award to lapse and, to the extent unexercised upon the consummation of such transaction, to terminate in exchange for cash, rights or other property. The Administrator shall notify the Participant of any Award that becomes exercisable pursuant to the preceding sentence that such Award shall be fully exercisable for a period of time as determined by the Administrator from the date of such notice (which shall be 15 days if no period is determined by the Administrator), contingent upon the occurrence of the Change in Control, and such Award shall terminate upon the consummation of the Change in Control in accordance with the preceding sentence.

(i) For the purposes of this Section 9.3, an Award shall be considered assumed if, following the Change in Control, the Award confers the right to purchase or receive, for each Share subject to the Award immediately prior to the Change in Control, the consideration (whether stock, cash, or other securities or property) received in the Change in Control by holders of Common Stock for each Share held on the effective date of the transaction (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding Shares); provided, however, that if such consideration received in the Change in Control was not solely common stock of the successor corporation or its parent, the Administrator may, with the consent of the successor corporation, provide for the consideration to be received upon the exercise of the Award, for each Share subject to an Award, to be solely common stock of the successor corporation or its parent

equal in fair market value to the per-share consideration received by holders of Common Stock in the Change in Control.

9.4 Administrative Stand Still. In the event of any pending stock dividend, stock split, combination or exchange of shares, merger, consolidation or other distribution (other than normal cash dividends) of Company assets to stockholders, or any other extraordinary transaction or change affecting the Shares or the share price of Common Stock (including any Equity Restructuring or any securities offering or other similar transaction) or for reasons of administrative convenience or to facilitate compliance with any Applicable Law, the Administrator may refuse to permit the exercise or settlement of one or more Awards for such period of time as the Company may determine to be reasonably appropriate under the circumstances.

9.5 General. Except as expressly provided in the Plan or the Administrator's action under the Plan, no Participant will have any rights due to any subdivision or consolidation of Shares of any class, dividend payment, increase or decrease in the number of Shares of any class or dissolution, liquidation, merger, or consolidation of the Company or other corporation. Except as expressly provided with respect to an Equity Restructuring under Section 9.1 above or the Administrator's action under the Plan, no issuance by the Company of Shares of any class, or securities convertible into Shares of any class, will affect, and no adjustment will be made regarding, the number of Shares subject to an Award or the Award's grant price or exercise price. The existence of the Plan, any Award Agreements and the Awards granted hereunder will not affect or restrict in any way the Company's right or power to make or authorize (a) any adjustment, recapitalization, reorganization or other change in the Company's capital structure or its business, (b) any merger, consolidation, spinoff, dissolution or liquidation of the Company or sale of Company assets or (c) any sale or issuance of securities, including securities with rights superior to those of the Shares or securities convertible into or exchangeable for Shares.

ARTICLE X. PROVISIONS APPLICABLE TO AWARDS

10.1 Transferability.

(a) No Award may be sold, assigned, transferred, pledged or otherwise encumbered, either voluntarily or by operation of law, except by will or the laws of descent and distribution, or, subject to the Administrator's consent, pursuant to a DRO, unless and until such Award has been exercised or the Shares underlying such Award have been issued, and all restrictions applicable to such Shares have lapsed. During the life of a Participant, Awards will be exercisable only by the Participant, unless it has been disposed of pursuant to a DRO. After the death of a Participant, any exercisable portion of an Award may, prior to the time when such portion becomes unexercisable under the Plan or the applicable Award Agreement, be exercised by the Participant's personal representative or by any person empowered to do so under the deceased Participant's will or under the then-Applicable Law of descent and distribution. References to a Participant, to the extent relevant in the context, will include references to a transferee approved by the Administrator.

(b) Notwithstanding Section 10.1(a), the Administrator, in its sole discretion, may determine to permit a Participant or a Permitted Transferee of such Participant to transfer an Award other than an Incentive Stock Option (unless such Incentive Stock Option is intended to become a Nonqualified Stock Option) to any one or more Permitted Transferees of such Participant, subject to the following terms and conditions: (i) an Award transferred to a Permitted Transferee shall not be assignable or transferable by the Permitted Transferee other than (A) to another Permitted Transferee of the applicable Participant or (B) by will or the laws of descent and distribution or, subject to the consent of the Administrator, pursuant to a DRO; (ii) an Award transferred to a Permitted Transferee shall continue to be subject to all the terms and conditions of the Award as applicable to the original Participant (other than the ability to further transfer the Award to any Person other than another Permitted Transferee of the applicable Participant); (iii) the Participant (or transferring Permitted Transferee) and the receiving Permitted Transferee shall execute any and all documents requested by the Administrator, including, without limitation, documents to (A) confirm the status of the transferee as a Permitted Transferee, (B) satisfy any

requirements for an exemption for the transfer under Applicable Law and (C) evidence the transfer; and (iv) any transfer of an Award to a Permitted Transferee shall be without consideration, except as required by Applicable Law. In addition, and further notwithstanding Section 10.1(a), the Administrator, in its sole discretion, may determine to permit a Participant to transfer Incentive Stock Options to a trust that constitutes a Permitted Transferee if, under Section 671 of the Code and other Applicable Law, the Participant is considered the sole beneficial owner of the Incentive Stock Option while it is held in the trust.

(c) Notwithstanding Section 10.1(a), if permitted by the Administrator, a Participant may, in the manner determined by the Administrator, designate a Designated Beneficiary. A Designated Beneficiary, legal guardian, legal representative, or other person claiming any rights pursuant to the Plan is subject to all terms and conditions of the Plan and any Award Agreement applicable to the Participant and any additional restrictions deemed necessary or appropriate by the Administrator. If the Participant is married or a domestic partner in a domestic partnership qualified under Applicable Law and resides in a community property state, a designation of a person other than the Participant's spouse or domestic partner, as applicable, as the Participant's Designated Beneficiary with respect to more than 50% of the Participant's interest in the Award shall not be effective without the prior written or electronic consent of the Participant's spouse or domestic partner. Subject to the foregoing, a beneficiary designation may be changed or revoked by a Participant at any time; provided that the change or revocation is delivered in writing to the Administrator prior to the Participant's death.

10.2 Documentation. Each Award will be evidenced in an Award Agreement in such form as the Administrator determines in its discretion. Each Award may contain such terms and conditions as are determined by the Administrator in its sole discretion, to the extent not inconsistent with those set forth in the Plan.

10.3 Discretion. Except as the Plan otherwise provides, each Award may be made alone or in addition or in relation to any other Award. The terms of each Award to a Participant need not be identical, and the Administrator need not treat Participants or Awards (or portions thereof) uniformly.

10.4 Changes in Participant's Status. The Administrator will determine how the disability, death, retirement, authorized leave of absence, work schedule, including part-time or seasonal work, or any other change or purported change in a Participant's Service Provider status affects an Award and the extent to which, and the period during which, the Participant, the Participant's legal representative, conservator, guardian or Designated Beneficiary may exercise rights under the Award, if applicable. Except to the extent otherwise required by Applicable Law or expressly authorized by the Company or by the Company's written policy on leaves of absence, no service credit shall be given for vesting purposes for any period the Participant is on a leave of absence.

10.5 Withholding. Each Participant must pay the Company or a Subsidiary, as applicable, or make provision satisfactory to the Administrator for payment of, any Tax-Related Items required by Applicable Law to be withheld in connection with such Participant's Awards and/or Shares by the date of the event creating the liability for Tax-Related Items. At the Company's discretion and subject to any Company insider trading policy (including black-out periods), any withholding obligation for Tax-Related Items may be satisfied by (i) deducting an amount sufficient to satisfy such withholding obligation from any payment of any kind otherwise due to a Participant; (ii) accepting a payment from the Participant in cash, by wire transfer of immediately available funds, or by check made payable to the order of the Company or a Subsidiary, as applicable; (iii) accepting the delivery of Shares, including Shares delivered by attestation; (iv) retaining Shares from the Award creating the withholding obligation for Tax-Related Items, valued on the date of delivery; (v) if there is a public market for Shares at the time the withholding obligation for Tax-Related Items is to be satisfied, selling Shares issued pursuant to the Award creating the withholding obligation for Tax-Related Items, either voluntarily by the Participant or mandatorily by the Company; (vi) accepting delivery of a promissory note or any other lawful consideration; or (vii) any combination of the foregoing payment forms. The amount withheld pursuant to any of the foregoing payment forms shall be determined by the Company and may be up to, but no greater than, the aggregate amount of such obligations based on the maximum statutory withholding rates in the applicable

Participant's jurisdiction for all Tax-Related Items that are applicable to such taxable income. If any tax withholding obligation will be satisfied under clause (v) of the preceding paragraph, each Participant's acceptance of an Award under the Plan will constitute the Participant's authorization to the Company and instruction and authorization to any brokerage firm selected by the Company to effect the sale to complete the transactions described in clause (v).

10.6 Amendment of Award; Repricing. The Administrator may amend, modify or terminate any outstanding Award, including by substituting another Award of the same or a different type, changing the exercise or settlement date, and converting an Incentive Stock Option to a Nonqualified Stock Option. The Participant's consent to such action will be required unless (a) the action, taking into account any related action, does not materially and adversely affect the Participant's rights under the Award, or (b) the change is permitted under Article IX or pursuant to Section 11.6. In addition, the Administrator shall, without the approval of the stockholders of the Company, have the authority to (i) amend any outstanding Option or Stock Appreciation Right to reduce its exercise price per Share or (ii) cancel any Option or Stock Appreciation Right in exchange for cash or another Award.

10.7 Conditions on Delivery of Stock. The Company will not be obligated to deliver any Shares under the Plan or remove restrictions from Shares previously delivered under the Plan until (a) all Award conditions have been met or removed to the Company's satisfaction, (b) as determined by the Company, all other legal matters regarding the issuance and delivery of such Shares have been satisfied, including, without limitation, any applicable securities laws and stock exchange or stock market rules and regulations, (c) any approvals from governmental agencies that the Company determines are necessary or advisable have been obtained, and (d) the Participant has executed and delivered to the Company such representations or agreements as the Administrator deems necessary or appropriate to satisfy Applicable Law. The inability or impracticability of the Company to obtain or maintain authority to issue or sell any securities from any regulatory body having jurisdiction, which authority is deemed by the Company's counsel to be necessary to the lawful issuance and sale of any Shares hereunder, shall relieve the Company of any liability in respect of the failure to issue or sell such Shares as to which such requisite authority shall not have been obtained, and shall constitute circumstances in which the Administrator may determine to amend or cancel Awards pertaining to such Shares, with or without consideration to the Participant.

10.8 Acceleration. The Administrator may at any time provide that any Award will become immediately vested and fully or partially exercisable, free of some or all restrictions or conditions, or otherwise fully or partially realizable.

ARTICLE XI. MISCELLANEOUS

11.1 No Right to Employment or Other Status. No person will have any claim or right to be granted an Award, and the grant of an Award will not be construed as giving a Participant the right to commence or continue employment or any other relationship with the Company or a Subsidiary. The Company and its Subsidiaries expressly reserve the right at any time to dismiss or otherwise terminate its relationship with a Participant free from any liability or claim under the Plan or any Award, except as expressly provided in an Award Agreement or other written agreement between the Participant and the Company or any Subsidiary.

11.2 No Rights as Stockholder; Certificates. Subject to the Award Agreement, no Participant or Designated Beneficiary will have any rights as a stockholder with respect to any Shares to be distributed under an Award until becoming the record holder of such Shares. Notwithstanding any other provision of the Plan, unless the Administrator otherwise determines or Applicable Law requires, the Company will not be required to deliver to any Participant certificates evidencing Shares issued in connection with any Award and instead such Shares may be recorded in the books of the Company (or, as applicable, its transfer agent or stock plan administrator).

The Company may place legends on any share certificate or book entry to reference restrictions applicable to the Shares (including, without limitation, restrictions applicable to Restricted Stock).

11.3 Effective Date. The Plan will become effective on the date prior to the Public Trading Date (the “*Effective Date*”), provided that it is approved by the Company’s stockholders prior to such date and occurring within 12 months following the date the Board approved the Plan. If the Plan is not approved by the Company’s stockholders within the foregoing time frame, the Plan will not become effective. No Incentive Stock Option may be granted pursuant to the Plan after the tenth anniversary of the earlier of (a) the date the Plan was approved by the Board or (b) the date the Plan was approved by the Company’s stockholders.

11.4 Amendment of Plan. The Board may amend, suspend or terminate the Plan at any time and from time to time; provided that (a) no amendment requiring stockholder approval to comply with Applicable Law shall be effective unless approved by the stockholders, and (b) no amendment, other than an increase to the Overall Share Limit or pursuant to Article IX or Section 11.6, may materially and adversely affect any Award outstanding at the time of such amendment without the affected Participant’s consent. No Awards may be granted under the Plan during any suspension period or after Plan termination. Awards outstanding at the time of any Plan suspension or termination will continue to be governed by the Plan and the Award Agreement, each as in effect before such suspension or termination. The Board will obtain stockholder approval of any Plan amendment to the extent necessary to comply with Applicable Law.

11.5 Provisions for Foreign Participants. The Administrator may modify Awards granted to Participants who are nationals of a country other than the United States or employed or residing outside the United States, establish subplans or procedures under the Plan or take any other necessary or appropriate action to address Applicable Law, including (a) differences in laws, rules, regulations or customs of such jurisdictions with respect to tax, securities, currency, employee benefit or other matters, (b) listing and other requirements of any non-U.S. securities exchange, and (c) any necessary local governmental or regulatory exemptions or approvals.

11.6 Section 409A.

(a) The Company intends that all Awards be structured to comply with, or be exempt from, Section 409A, such that no adverse tax consequences, interest, or penalties under Section 409A apply. Notwithstanding anything in the Plan or any Award Agreement to the contrary, the Administrator may, without a Participant’s consent, amend this Plan or Awards, adopt policies and procedures, or take any other actions (including amendments, policies, procedures and retroactive actions) as are necessary or appropriate to preserve the intended tax treatment of Awards, including any such actions intended to (i) exempt this Plan or any Award from Section 409A, or (ii) comply with Section 409A, including regulations, guidance, compliance programs and other interpretative authority that may be issued after an Award’s grant date. The Company makes no representations or warranties as to an Award’s tax treatment under Section 409A or otherwise. The Company will have no obligation under this Section 11.6 or otherwise to avoid the taxes, penalties or interest under Section 409A with respect to any Award and will have no liability to any Participant or any other person if any Award, compensation or other benefits under the Plan are determined to constitute noncompliant “nonqualified deferred compensation” subject to taxes, penalties or interest under Section 409A.

(b) If an Award constitutes “nonqualified deferred compensation” under Section 409A, any payment or settlement of such Award upon a Participant’s Termination of Service will, to the extent necessary to avoid taxes under Section 409A, be made only upon the Participant’s “separation from service” (within the meaning of Section 409A), whether such “separation from service” occurs upon or after the Participant’s Termination of Service. For purposes of this Plan or any Award Agreement relating to any such payments or benefits, references to a “termination,” “termination of employment” or like terms means a “separation from service.”

(c) Notwithstanding any contrary provision in the Plan or any Award Agreement, any payment(s) of “nonqualified deferred compensation” required to be made under an Award to a “specified employee” (as defined under Section 409A and as the Administrator determines) due to such person’s “separation from service” will, to the extent necessary to avoid taxes under Section 409A(a)(2)(B)(i) of the Code, be delayed for the six-month period immediately following such “separation from service” (or, if earlier, until the specified employee’s death) and will instead be paid (as set forth in the Award Agreement) on the day immediately following such six-month period or as soon as administratively practicable thereafter (without interest). Any payments of “nonqualified deferred compensation” under such Award payable more than six months following the Participant’s “separation from service” will be paid at the time or times the payments are otherwise scheduled to be made.

(d) If an Award includes a “series of installment payments” within the meaning of Section 1.409A-2(b)(2)(iii) of Section 409A, the Participant’s right to the series of installment payments will be treated as a right to a series of separate payments and not as a right to a single payment and, if an Award includes “dividend equivalents” within the meaning of Section 1.409A-3(e) of Section 409A, the Participant’s right to receive the dividend equivalents will be treated separately from the right to other amounts under the Award.

(e) Any payment due upon a Change in Control of the Company will be paid only if such Change in Control constitutes a “change in ownership” or “change in effective control” within the meaning of Section 409A, and in the event that such Change in Control does not constitute a “change in the ownership” or “change in the effective control” within the meaning of Section 409A, such Award for which payment is due upon a Change in Control of the Company will vest upon the Change in Control and any payment will be delayed until the first compliant date under Section 409A.

11.7 Limitations on Liability. Notwithstanding any other provisions of the Plan, except as otherwise required by Applicable Law, no individual acting as a Director, officer or other Employee will be liable to any Participant, former Participant, spouse, beneficiary, or any other person for any claim, loss, liability, or expense incurred in connection with the Plan or any Award, and such individual will not be personally liable with respect to the Plan because of any contract or other instrument executed in such person’s capacity as an Administrator, Director, officer or other Employee. The Company will indemnify and hold harmless to the maximum extent permitted by Applicable Law each Director, officer or other Employee that has been or will be granted or delegated any duty or power relating to the Plan’s administration or interpretation, against any cost or expense (including attorneys’ fees) or liability (including any sum paid in settlement of a claim with the Administrator’s approval) arising from any act or omission concerning this Plan unless arising from such person’s own fraud or bad faith; provided that such person gives the Company an opportunity, at its own expense, to handle and defend the same before undertaking to handle and defend it on such person’s own behalf.

11.8 Data Privacy. As a condition for receiving any Award, each Participant explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of personal data as described in this Section 11.8 by and among the Company and its Subsidiaries and affiliates exclusively for implementing, administering and managing the Participant’s participation in the Plan. The Company and its Subsidiaries and affiliates may hold certain personal information about a Participant, including the Participant’s name, address and telephone number; birthdate; social security, insurance number or other identification number; salary; nationality; job title(s); any Shares held in the Company or its Subsidiaries and affiliates; and Award details, to implement, manage and administer the Plan and Awards (the “**Data**”). The Company and its Subsidiaries and affiliates may transfer the Data amongst themselves as necessary to implement, administer and manage a Participant’s participation in the Plan, and the Company and its Subsidiaries and affiliates may transfer the Data to third parties assisting the Company with Plan implementation, administration and management. 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 a recipient’s country. By accepting an Award, each Participant authorizes such recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, to implement, administer and manage the Participant’s participation in the Plan, including any required Data transfer

to a broker or other third party with whom the Company or the Participant may elect to deposit any Shares. The Data related to a Participant will be held only as long as necessary to implement, administer, and manage the Participant's participation in the Plan. A Participant may, at any time, view the Data that the Company holds regarding such Participant, request additional information about the storage and processing of the Data regarding such Participant, recommend any necessary corrections to the Data regarding the Participant or refuse or withdraw the consents in this Section 11.8 in writing, without cost, by contacting the local human resources representative. The Company may cancel Participant's ability to participate in the Plan and, in the Administrator's sole discretion, the Participant may forfeit any outstanding Awards if the Participant refuses or withdraws the consents in this Section 11.8. For more information on the consequences of refusing or withdrawing consent, Participants may contact their local human resources representative.

11.9 Severability. If any portion of the Plan or any action taken under it is held illegal or invalid for any reason, the illegality or invalidity will not affect the remaining parts of the Plan, and the Plan will be construed and enforced as if the illegal or invalid provisions had been excluded, and the illegal or invalid action will be null and void.

11.10 Governing Documents. If any contradiction occurs between the Plan and any Award Agreement or other written agreement between a Participant and the Company (or any Subsidiary), the Plan will govern, unless such Award Agreement or other written agreement was approved by the Administrator and expressly provides that a specific provision of the Plan will not apply.

11.11 Governing Law. The Plan and all Awards will be governed by and interpreted in accordance with the laws of the State of Delaware, without regard to the conflict of law rules thereof or of any other jurisdiction. By accepting an Award, each Participant irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the State of Delaware and of the United States of America, in each case located in the State of Delaware, for any action arising out of or relating to the Plan (and agrees not to commence any litigation relating thereto except in such courts), and further agrees that service of any process, summons, notice or document by U.S. registered mail to the address contained in the records of the Company shall be effective service of process for any litigation brought against it in any such court. By accepting an Award, each Participant irrevocably and unconditionally waives any objection to the laying of venue of any litigation arising out of the Plan or Award hereunder in the courts of the State of Delaware or the United States of America, in each case located in the State of Delaware, and further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such litigation brought in any such court has been brought in an inconvenient forum. By accepting an Award, each Participant irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any and all rights to trial by jury in connection with any litigation arising out of or relating to the Plan or any Award hereunder.

11.12 Clawback Provisions. The Administrator may, in its discretion, specify in an Award Agreement or a policy that will be deemed incorporated into an Award Agreement by reference (regardless of whether such policy is established before or after the date of such Award Agreement), that a Participant's rights, payments, and benefits with respect to an Award shall be subject to reduction, cancellation, forfeiture, rescission or recoupment upon the occurrence of certain specified events, in addition to any otherwise applicable vesting, restrictions or performance conditions of an Award. Such events may include, but shall not be limited to, Termination of Service with or without cause, breach of noncompetition, confidentiality, or other restrictive covenants that may apply to the Participant, or restatement of the Company's financial statements to reflect adverse results from those previously released financial statements, as a consequence of errors, omissions, fraud, or misconduct. Without limiting the foregoing, all Awards (including, without limitation, any proceeds, gains or other economic benefit actually or constructively received by a Participant upon any receipt or exercise of any Award or upon the receipt or resale of any Shares underlying the Award) shall be subject to the provisions of any clawback policy implemented by the Company, including, without limitation, any clawback policy adopted to comply with Applicable Law (including the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act and any rules

or regulations promulgated thereunder) as and to the extent set forth in such clawback policy or the Award Agreement.

11.13 Titles and Headings. The titles and headings in the Plan are for convenience of reference only and, if any conflict, the Plan's text, rather than such titles or headings, will control.

11.14 Conformity to Applicable Law. The Plan is intended to conform to the extent necessary with Applicable Law. Notwithstanding anything herein to the contrary, the Plan and all Awards will be administered only in a manner intended to conform with Applicable Law. To the extent Applicable Law permits, the Plan and all Award Agreements will be deemed amended as necessary to conform to Applicable Law.

11.15 Relationship to Other Benefits. No payment under the Plan will be taken into account in determining any benefits under any pension, retirement, savings, profit sharing, group insurance, welfare or other benefit plan of the Company or any Subsidiary, except as expressly provided in writing in such other plan or an agreement thereunder.

11.16 Unfunded Status of Awards. The Plan is intended to be an "unfunded" plan for incentive compensation. With respect to any payments not yet made to a Participant pursuant to an Award, nothing contained in the Plan or Award Agreement shall give the Participant any rights that are greater than those of a general creditor of the Company or any Subsidiary.

11.17 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan, the Plan and any Award granted or awarded to any individual who is then subject to Section 16 of the Exchange Act shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including Rule 16b-3) that are requirements for the application of such exemptive rule. To the extent permitted by Applicable Law, the Plan and Awards granted or awarded hereunder shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

11.18 Prohibition on Executive Officer and Director Loans. Notwithstanding any other provision of the Plan to the contrary, no Participant who is a Director or an "executive officer" of the Company within the meaning of Section 13(k) of the Exchange Act shall be permitted to make payment with respect to any Awards granted under the Plan, or continue any extension of credit with respect to such payment, with a loan from the Company or a loan arranged by the Company in violation of Section 13(k) of the Exchange Act.

11.19 Broker-Assisted Sales. In the event of a broker-assisted sale of Shares in connection with the payment of amounts owed by a Participant under or with respect to the Plan or Awards, including amounts to be paid under the final sentence of Section 10.5: (a) any Shares to be sold through the broker-assisted sale will be sold on the day the payment first becomes due, or as soon thereafter as practicable; (b) such Shares may be sold as part of a block trade with other Participants in the Plan in which all Participants receive an average price; (c) the applicable Participant will be responsible for all broker's fees and other costs of sale, and by accepting an Award, each Participant agrees to indemnify and hold the Company and its Directors, officers and other Employees harmless from any losses, costs, damages, or expenses relating to any such sale; (d) to the extent the Company or its designee receives proceeds of such sale that exceed the amount owed, the Company will pay such excess in cash to the applicable Participant as soon as reasonably practicable; (e) the Company and its designees are under no obligation to arrange for such sale at any particular price; and (f) in the event the proceeds of such sale are insufficient to satisfy the Participant's applicable obligation, the Participant may be required to pay immediately upon demand to the Company or its designee an amount in cash sufficient to satisfy any remaining portion of the Participant's obligation.

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MNTN, INC.
2025 EMPLOYEE STOCK PURCHASE PLAN

ARTICLE I
PURPOSE

The Plan's purpose is to assist employees and consultants of the Company and its Designated Subsidiaries in acquiring a stock ownership interest in the Company, and to help such Participants provide for their future security and to encourage them to remain in the employment or service of the Company and its Subsidiaries.

The Plan consists of two components: the Section 423 Component and the Non-Section 423 Component. The Section 423 Component is intended to qualify as an "employee stock purchase plan" under Section 423 of the Code and shall be administered, interpreted and construed in a manner consistent with the requirements of Section 423 of the Code. In addition, this Plan authorizes the grant of Options under the Non-Section 423 Component, which need not qualify as Options granted pursuant to an "employee stock purchase plan" under Section 423 of the Code; such Options granted under the Non-Section 423 Component shall be granted pursuant to separate Offerings containing such sub-plans, appendices, rules or procedures as may be adopted by the Administrator and designed to achieve tax, securities laws or other objectives for Eligible Employees and the Designated Subsidiaries. Except as otherwise provided herein, the Non-Section 423 Component will operate and be administered in the same manner as the Section 423 Component. Offerings intended to be made under the Non-Section 423 Component will be designated as such by the Administrator at or prior to the time of such Offering.

For purposes of this Plan, the Administrator may designate separate Offerings under the Plan, the terms of which need not be identical, in which eligible Participants will participate, even if the dates of the applicable Offering Period(s) in each such Offering is identical, provided that the terms of participation are the same within each separate Offering under the Section 423 Component as determined under Section 423 of the Code. Solely by way of example and without limiting the foregoing, the Company could, but shall not be required to, provide for simultaneous Offerings under the Section 423 Component and the Non-Section 423 Component of the Plan.

ARTICLE II
DEFINITIONS

As used in the Plan, the following words and phrases have the meanings specified below, unless the context clearly indicates otherwise:

2.1 "**Administrator**" means the Committee, or such individuals to which authority to administer the Plan has been delegated under Section 7.1 hereof.

2.2 "**Agent**" means the brokerage firm, bank or other financial institution, entity or person(s), if any, engaged, retained, appointed or authorized to act as the agent of the Company or an Employee with regard to the Plan.

2.3 "**Board**" means the Board of Directors of the Company.

2.4 "**Code**" means the U.S. Internal Revenue Code of 1986, as amended, and all regulations, guidance, compliance programs and other interpretative authority issued thereunder.

2.5 "**Committee**" means the Compensation Committee of the Board.

2.6 "**Common Stock**" means the Class A common stock of the Company.

2.7 “**Company**” means MNTN, Inc., a Delaware corporation, or any successor.

2.8 “**Compensation**” means, with respect to each Participant who is an Employee, the regular earnings or base salary paid to the Employee from the Company on each Payday as compensation for services to the Company or any Designated Subsidiary, before deduction for any salary deferral contributions made by the Employee to any tax-qualified or nonqualified deferred compensation plan, including overtime, shift differentials, vacation pay, salaried production schedule premiums, holiday pay, jury duty pay, funeral leave pay, paid time off, military pay and prior week adjustments, but excluding bonuses and commissions, meal and rest break premiums under California state law or similar amounts paid in accordance with applicable law of any other jurisdiction, education or tuition reimbursements, imputed income arising under any group insurance or benefit program, travel expenses, business and moving reimbursements, including tax gross ups and taxable mileage allowance, income received in connection with any stock options, restricted stock, restricted stock units or other compensatory equity awards and all contributions made by the Company or any Designated Subsidiary for the Employee’s benefit under any employee benefit plan now or hereafter established. For any Participants in non-U.S. jurisdictions, the Administrator will have discretion to determine the application of this definition. Compensation shall be calculated before deduction of any income or employment tax withholdings, but such amounts shall be withheld from the Employee’s net income. “**Compensation**” means, with respect to each Participant who is a Consultant, for each period covered by an invoice or, in respect to Consultants paid on retainer, each period for which such retainer is paid, all fees and retainers paid to such Participant, but excluding (i) any reimbursement for any expenses, including automobile, equipment, travel, and the like; (ii) any amounts paid as a bonus, including a starting bonus, referral fee, annual bonus, relocation bonus, or sales incentives or commissions, (iii) any amounts realized from the exercise of any stock options or incentive awards, (iv) any amounts paid by the Company or a Designated Subsidiary for other fringe benefits, such as health and welfare, hospitalization and group life insurance benefits, disability pay, or perquisites, or paid in lieu of such benefits, or (v) other similar forms of extraordinary compensation.

2.9 “**Consultant**” means any consultant or adviser engaged to provide services to the Company or any Designated Subsidiary who qualifies as a consultant or advisor under the applicable rules of the Securities and Exchange Commission for registration of shares on a Form S-8 Registration Statement.

2.10 “**Designated Subsidiary**” means each Subsidiary, including any Subsidiary in existence on the Effective Date and any Subsidiary formed or acquired following the Effective Date, that has been designated by the Board or Committee from time to time in its sole discretion as eligible to participate in the Plan, in accordance with Section 7.2 hereof, such designation to specify whether such participation is in the Section 423 Component or Non-Section 423 Component. A Designated Subsidiary may participate in either the Section 423 Component or Non-Section 423 Component, but not both in respect of Employees; *provided* that a Subsidiary that, for U.S. tax purposes, is disregarded from the Company or any Subsidiary that participates in the Section 423 Component shall automatically constitute a Designated Subsidiary that participates in the Section 423 Component. The designation by the Administrator of Designated Subsidiaries and changes in such designations by the Administrator shall not require stockholder approval. Only Subsidiary Corporations may be designated as Designated Subsidiaries for purposes of the Section 423 Component, and if an entity does not so qualify, it shall automatically be deemed to constitute a Designated Subsidiary that participates in the Non-Section 423 Component.

2.11 “**Effective Date**” means the date immediately prior to the date upon which Common Stock is listed (or approved for listing) upon notice of issuance on any securities exchange or designated (or approved for designation) upon notice of issuance as a national market security on an interdealer quotation system.

2.12 “**Eligible Employee**” means, except as otherwise provided by the Administrator or in an Offering Document, an Employee:

- (a) who is customarily scheduled to work at least 20 hours per week;

(b) whose customary employment is more than five months in a calendar year; and

(c) who, after the granting of the Option, would not be deemed for purposes of Section 423(b)(3) of the Code to possess 5% or more of the total combined voting power or value of all classes of stock of the Company or any Subsidiary.

For purposes of clause (c), the rules of Section 424(d) of the Code with regard to the attribution of stock ownership shall apply in determining the stock ownership of an individual, and stock which an Employee may purchase under outstanding options shall be treated as stock owned by the Employee.

Notwithstanding the foregoing, the Administrator may exclude from participation in the Section 423 Component as an Eligible Employee:

(x) any Employee that is a “highly compensated employee” of the Company or any Designated Subsidiary (within the meaning of Section 414(q) of the Code), or that is such a “highly compensated employee” (A) with compensation above a specified level, (B) who is an officer or (C) who is subject to the disclosure requirements of Section 16(a) of the Exchange Act; or

(y) any Employee who is a citizen or resident of a foreign jurisdiction (without regard to whether they are also a citizen of the United States or a resident alien (within the meaning of Section 7701(b)(1)(A) of the Code)) if either (A) the grant of the Option is prohibited under the laws of the jurisdiction governing such Employee, or (B) compliance with the laws of the foreign jurisdiction would cause the Section 423 Component, any Offering thereunder or an Option granted thereunder to violate the requirements of Section 423 of the Code;

provided that any exclusion in clauses (x) or (y) shall be applied in an identical manner under each Offering to all Employees of the Company and all Designated Subsidiaries, in accordance with Treas. Reg. § 1.423-2(e).

Notwithstanding the foregoing, the first sentence in this definition shall apply in determining who is an “Eligible Employee,” except (a) the Administrator may limit eligibility further within the Company or a Designated Subsidiary so as to only designate some Employees of the Company or a Designated Subsidiary as Eligible Employees, and (b) to the extent the restrictions in the first sentence in this definition are not consistent with applicable local laws, the applicable local laws shall control, in each case, in accordance with the requirements of Section 423 of the Code with respect to the Section 423 Component.

2.13 “**Employee**” means an individual who renders services to a Designated Subsidiary in the status of an employee, and, with respect to the Section 423 Component, a person who is an officer or other employee (as defined in accordance with Section 3401(c) of the Code) of the Company or any Designated Subsidiary. The Company shall determine in good faith and in the exercise of its discretion whether an individual has become or has ceased to be an Employee and the effective date of such individual’s attainment or termination of such status. For purposes of an individual’s participation in, or other rights under the Plan, all such determinations by the Company shall be final, binding and conclusive, notwithstanding that any court of law or governmental agency subsequently makes a contrary determination. For purposes of the Plan, the employment relationship shall be treated as continuing intact while the individual is on sick leave or other leave of absence approved by the Company or a Designated Subsidiary (which, for purposes of the Section 423 Component, must meet the requirements of Treas. Reg. § 1.421-1(h)(2)). For purposes of the Section 423 Component, where the period of an approved leave of absence exceeds three months, or such other period specified in Treas. Reg. § 1.421-1(h)(2), and the individual’s right to reemployment is not provided either by statute or contract, the employment relationship shall be deemed to have terminated for purposes of the Plan on the first day immediately following such three-month period, or such other period specified in Treas. Reg. § 1.421-1(h)(2).

2.14 “**Enrollment Date**” means the first date of each Offering Period.

2.15 “**Exchange Act**” means the U.S. Securities Exchange Act of 1934, as amended.

2.16 “**Exercise Date**” means the last day of each Purchase Period, except as provided in Section 5.2 hereof.

2.17 “**Fair Market Value**” means, as of any date, the value of Common Stock determined as follows:

(a) If the Common Stock is (i) listed on any established securities exchange (such as the New York Stock Exchange or Nasdaq Stock Market), (ii) listed on any national market system or (iii) listed, quoted or traded on any automated quotation system, its Fair Market Value shall be the closing sales price for a share of Common Stock as quoted on such exchange or system for such date or, if there is no closing sales price for a share of Common Stock on the date in question, the closing sales price for a share of Common Stock on the last preceding date for which such quotation exists, as reported in *The Wall Street Journal* or such other source as the Administrator deems reliable;

(b) If the Common Stock is not listed on an established securities exchange, national market system or automated quotation system, but the Common Stock is regularly quoted by a recognized securities dealer, its Fair Market Value shall be the mean of the high bid and low asked prices for such date or, if there are no high bid and low asked prices for a share of Common Stock on such date, the high bid and low asked prices for a share of Common Stock on the last preceding date for which such information exists, as reported in *The Wall Street Journal* or such other source as the Administrator deems reliable; or

(c) If the Common Stock is neither listed on an established securities exchange, national market system or automated quotation system nor regularly quoted by a recognized securities dealer, its Fair Market Value shall be established by the Administrator in good faith (and, with respect to the initial Offering Period of the Plan, as set forth in the Offering Document for the initial Offering Period).

2.18 “**Grant Date**” means the first day of an Offering Period (or, with respect to the initial Offering Period of the Plan, such date set forth in the Offering Document approved by the Administrator with respect to the initial Offering Period).

2.19 “**New Exercise Date**” has the meaning set forth in Section 5.2(b) hereof.

2.20 “**Non-Section 423 Component**” means those Offerings under the Plan, together with the sub-plans, appendices, rules or procedures, if any, adopted by the Administrator as a part of this Plan, in each case, pursuant to which Options may be granted to eligible Consultants and Eligible Employees that need not satisfy the requirements for Options granted pursuant to an “employee stock purchase plan” that are set forth under Section 423 of the Code.

2.21 “**Offering**” means an offer under the Plan of an Option that may be exercised during an Offering Period as further described in Article 4 hereof. Unless otherwise specified by the Administrator, each Offering to the Eligible Employees of the Company or a Designated Subsidiary shall be deemed a separate Offering, even if the dates and other terms of the applicable Offering Periods of each such Offering are identical and the provisions of the Plan will separately apply to each Offering. To the extent permitted by Treas. Reg. § 1.423-2(a)(1), the terms of each separate Offering under the Section 423 Component need not be identical, provided that the terms of the Section 423 Component and an Offering thereunder together satisfy Treas. Reg. § 1.423-2(a)(2) and (a)(3).

2.22 “**Offering Period**” means such period of time commencing on such date(s) as determined by the Board or Committee, in its discretion, and with respect to which Options shall be granted to Participants. The duration and timing of Offering Periods may be established or changed by the Board or Committee at any time, in its sole discretion. Notwithstanding the foregoing, in no event may an Offering Period exceed 27 months.

- 2.23 “**Option**” means the right to purchase shares of Common Stock pursuant to the Plan during each Offering Period.
- 2.24 “**Option Price**” means the purchase price of a share of Common Stock hereunder as provided in Section 4.2 hereof.
- 2.25 “**Parent**” means any entity that is a parent corporation of the Company within the meaning of Section 424 of the Code.
- 2.26 “**Participant**” means any Eligible Employee who elects to participate in the Plan or, solely in respect of the Non-Section 423 Component, any Consultant who is eligible to participate in the Plan under Section 3 and who has elected to participate in the Plan by enrolling as provided in Section 3 hereof.
- 2.27 “**Payday**” means the regular and recurring established day for payment of Compensation to an Employee of the Company or any Designated Subsidiary.
- 2.28 “**Plan**” means this 2025 Employee Stock Purchase Plan, including both the Section 423 Component and Non-Section 423 Component and any other sub-plans or appendices hereto, as amended from time to time.
- 2.29 “**Plan Account**” means a bookkeeping account established and maintained by the Company in the name of each Participant.
- 2.30 “**Purchase Period**” means such period of time commencing on such dates as determined by the Board or Committee, in its discretion, within each Offering Period. The duration and timing of Purchase Periods may be established or changed by the Board or Committee at any time, in its sole discretion. Notwithstanding the foregoing, in no event may a Purchase Period exceed the duration of the Offering Period under which it is established.
- 2.31 “**Section 409A**” means Section 409A of the Code and the regulations promulgated thereunder by the United States Treasury Department, as amended or as may be amended from time to time.
- 2.32 “**Section 423 Component**” means those Offerings under the Plan that are intended to meet the requirements under Section 423(b) of the Code.
- 2.33 “**Subsidiary**” means (a) any Subsidiary Corporation, and (b) with respect to any Offering pursuant to the Non-Section 423 Component only, Subsidiary may also include any corporate or noncorporate entity in which the Company has a direct or indirect equity interest or significant business relationship.
- 2.34 “**Subsidiary Corporation**” shall mean any corporation, other than the Company, in an unbroken chain of corporations beginning with the Company if, at the time of the determination, each of the corporations other than the last corporation in an unbroken chain owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain, or any other entity that is a subsidiary corporation of the Company within the meaning of Section 424 of the Code.
- 2.35 “**Treas. Reg.**” means U.S. Department of the Treasury regulations.
- 2.36 “**Withdrawal Election**” has the meaning set forth in Section 6.1(a) hereof.

ARTICLE III PARTICIPATION

3.1 Eligibility.

(a) Any Eligible Employee who is employed by the Company or a Designated Subsidiary or any Consultant of the Company or a Designated Subsidiary (who is designated by the Committee in writing as eligible to participate in the Plan) who is providing services on a given Enrollment Date for an Offering Period shall be eligible to participate in the Plan during such Offering Period, subject to the requirements of Articles 4 and 5 hereof, and, for the Section 423 Component, the limitations imposed by Section 423(b) of the Code; provided, that Consultants shall only participate in the Non-Section 423 Component of the Plan.

(b) No Eligible Employee shall be granted an Option under the Section 423 Component which permits the Participant's rights to purchase shares of Common Stock under the Plan, and to purchase stock under all other employee stock purchase plans of the Company, any Parent or any Subsidiary subject to Section 423 of the Code, to accrue at a rate which exceeds \$25,000 of fair market value of such stock (determined at the time such Option is granted) for each calendar year in which such Option is outstanding at any time. The limitation under this Section 3.1(b) shall be applied in accordance with Section 423(b)(8) of the Code.

3.2 Election to Participate; Payroll or Accounts Payable Deductions.

(a) Except as provided in Sections 3.2(e) hereof or in an applicable Offering Document, in respect of the Section 423 Component, an Eligible Employee may become a Participant in the Plan only by means of payroll deduction. Each individual who is an Eligible Employee as of an Offering Period's Enrollment Date may elect to participate in such Offering Period and the Plan by delivering to the Company a payroll deduction authorization no later than the period of time prior to the applicable Enrollment Date that is determined by the Administrator, in its sole discretion. All contributions to the Plan in respect of the Non-Section 423 Component for Employees shall be made only by after-tax payroll deductions by the Company or Designated Subsidiary. All contributions to the Plan in respect of the Non-Section 423 Component for Consultants shall be made only by deductions from Compensation paid by the Company or Designated Subsidiary to such Consultants pursuant to the agreement governing the Consultant relationship.

(b) Subject to Section 3.1(b) hereof and except as may otherwise be determined by the Administrator and/or as set forth in the Offering Document, payroll or, solely in respect of Consultants, accounts payable deductions (i) shall equal at least 1% of the Participant's Compensation as of each Payday or, solely in respect of Consultants, as of each invoice payment date of the Offering Period following the Enrollment Date, but not more than 15% of the Participant's Compensation as of each Payday or, solely in respect of Consultants, as of each invoice payment date of the Offering Period following the Enrollment Date; and (ii) will be expressed as a whole number percentage. Amounts deducted from a Participant's Compensation with respect to an Offering Period pursuant to this Section 3.2 shall be deducted each Payday or, solely in respect of Consultants, each invoice payment date, through payroll deduction or, solely in respect of Consultants, a deduction from accounts payable, and credited to the Participant's Plan Account; *provided* that for the first Offering Period, payroll or, solely in respect of Consultants, accounts payable deductions shall not begin until such date determined by the Administrator, in its sole discretion.

(c) Unless otherwise determined by the Administrator and/or as set forth in the Offering Document, following at least one payroll or, solely in respect of Consultants, accounts payable deduction, a Participant may decrease (to as low as 1%) the amount deducted from such Participant's Compensation only once during an Offering Period by delivering written notice of such decrease in such form as may be established by the Administrator to be effective no later than ten calendar days after the Company's receipt of such notice (or such shorter or longer period of time determined by the Administrator and/or as set forth in the Offering Document).

Unless otherwise determined by the Administrator and/or as set forth in the Offering Document, a Participant may not increase the amount deducted from such Participant's Compensation during an Offering Period.

(d) Upon the completion of an Offering Period, each Participant in such Offering Period shall automatically participate in the immediately following Offering Period at the same payroll or, solely in respect of Consultants, accounts payable deduction percentage as in effect at the termination of such Offering Period, unless such Participant delivers to the Company a different election with respect to the successive Offering Period in accordance with Section 3.2(a) hereof, or unless such Participant becomes ineligible for participation in the Plan. Such Participant will be deemed to have accepted the terms and conditions of the Plan, the applicable Offering Document, any sub-plan, enrollment form, subscription agreement and/or any other terms and conditions of participation in effect at the time each subsequent Offering Period begins.

(e) Notwithstanding any other provisions of the Plan to the contrary, in non-U.S. jurisdictions where participation in the Plan through payroll or, solely in respect of Consultants, accounts payable deductions is prohibited, the Administrator may provide that an Eligible Employee or, solely in respect of the Non-Section 423 Component, a Consultant may elect to participate through contributions to the Participant's account under the Plan in a form acceptable to the Administrator in lieu of or in addition to payroll or, solely in respect to Consultants, accounts payable deductions; provided, however, that, for any Offering under the Section 423 Component, the Administrator must determine that any alternative method of contribution is applied on an equal and uniform basis to all Eligible Employees in the Offering.

ARTICLE IV PURCHASE OF SHARES

4.1 Grant of Option. The Company may make one or more Offerings under the Plan, which may be successive or overlapping with one another, until the earlier of: (i) the date on which the shares of Common Stock available under the Plan have been sold or (ii) the date on which the Plan is suspended or terminates. The Administrator shall designate the terms and conditions of each Offering in writing, including without limitation, the Offering Period and the Purchase Periods, as set forth in an offering document (the "**Offering Document**"). Each Participant shall be granted an Option with respect to an Offering Period on the applicable Grant Date. Subject to the limitations of Section 3.1(b) hereof, the number of shares of Common Stock subject to a Participant's Option shall be determined by dividing (a) such Participant's payroll or, solely in respect to Consultants, accounts payable deductions accumulated prior to an Exercise Date and retained in the Participant's Plan Account on such Exercise Date by (b) the applicable Option Price; *provided* that, unless otherwise set forth in the Offering Document, in no event shall a Participant be permitted to purchase during each Offering Period more than 100,000 shares of Common Stock (subject to any adjustment pursuant to Section 5.2 hereof). The Administrator and/or the Offering Document may, for future Offering Periods, increase or decrease, in its absolute discretion, the maximum number of shares of Common Stock that a Participant may purchase during such future Offering Periods. Each Option shall expire on the last Exercise Date for the applicable Offering Period immediately after the automatic exercise of the Option in accordance with Section 4.3 hereof, unless such Option terminates earlier in accordance with Article 6 hereof.

4.2 Option Price. The Option Price per share of Common Stock to be paid by a Participant upon exercise of the Participant's Option on an Exercise Date for an Offering Period shall equal 85% of the lesser of the Fair Market Value of a share of Common Stock on (a) the applicable Grant Date and (b) the applicable Exercise Date, or such other price designated by the Administrator; *provided* that in no event shall the Option Price per share of Common Stock be less than the par value per share of the Common Stock; *provided further*, that no Option Price shall be designated by the Administrator that would cause the Section 423 Component to fail to meet the requirements under Section 423(b) of the Code.

4.3 Purchase of Shares.

(a) On each Exercise Date for an Offering Period, each Participant shall automatically and without any action on such Participant's part be deemed to have exercised the Participant's Option to purchase at the applicable per share Option Price the largest number of whole shares of Common Stock which can be purchased with the amount in the Participant's Plan Account. Except as may otherwise be provided by the Administrator with respect to any Offering and/or as set forth in the Offering Document, any balance less than the per share Option Price that is remaining in the Participant's Plan Account (after exercise of such Participant's Option) as of the Exercise Date shall be carried forward to the next Purchase Period or Offering Period, unless the Participant has elected to withdraw from the Plan pursuant to Section 6.1 hereof or, pursuant to Section 6.2 hereof, such Participant has ceased to be an Eligible Employee or an eligible Consultant. Any balance not carried forward to the next Purchase Period or Offering Period in accordance with the prior sentence shall be promptly refunded to the applicable Participant. In no event shall an amount greater than or equal to the per share Option Price as of an Exercise Date be carried forward to the next Purchase Period or Offering Period.

(b) As soon as practicable following each Exercise Date, the number of shares of Common Stock purchased by such Participant pursuant to Section 4.3(a) hereof shall be delivered (either in share certificate or book entry form), in the Company's sole discretion, to either (i) the Participant or (ii) an account established in the Participant's name at a stock brokerage or other financial services firm designated by the Company. If the Company is required to obtain from any commission or agency authority to issue any such shares of Common Stock, the Company shall seek to obtain such authority. Inability of the Company to obtain from any such commission or agency authority which counsel for the Company deems necessary for the lawful issuance of any such shares shall relieve the Company from liability to any Participant except to refund to the Participant such Participant's Plan Account balance, without interest thereon. The Company may require that such shares of Common Stock be retained with a particular Agent for a designated period of time, including until such shares are sold and/or may establish other procedures to permit tracking of qualifying and disqualifying dispositions of such shares of Common Stock or to otherwise facilitate compliance with applicable law or administration of the Plan.

4.4 Automatic Termination of Offering Period. If the Fair Market Value of a share of Common Stock on any Exercise Date (except the final scheduled Exercise Date of any Offering Period) is lower than the Fair Market Value of a share of Common Stock on the Grant Date for an Offering Period, then such Offering Period shall terminate on such Exercise Date after the automatic exercise of the Option in accordance with Section 4.3 hereof, and each Participant shall automatically be enrolled in the Offering Period that commences immediately following such Exercise Date and such Participant's payroll or, solely in respect of Consultants, accounts payable deduction authorization shall remain in effect for such Offering Period.

4.5 Transferability of Rights. An Option granted under the Plan shall not be transferable, other than by will or the applicable laws of descent and distribution, and is exercisable during the Participant's lifetime only by the Participant. No option or interest or right to the Option shall be available to pay off any debts, contracts or engagements of the Participant or the Participant's successors in interest or shall be subject to disposition by pledge, encumbrance, assignment or any other means whether such disposition be voluntary or involuntary or by operation of law by judgment, levy, attachment, garnishment or any other legal or equitable proceedings (including bankruptcy), and any attempt at disposition of the Option shall have no effect.

ARTICLE V PROVISIONS RELATING TO COMMON STOCK

5.1 Common Stock Reserved. Subject to adjustment as provided in Section 5.2 hereof, the maximum number of shares of Common Stock that shall be made available for sale under the Plan shall be the sum of (a) 1,111,234 shares of Common Stock and (b) an increase commencing on January 1, 2026 and continuing annually on the anniversary thereof through (and including) January 1, 2035, equal to the lesser of (A) 1% of the aggregate number of shares of all classes of the Company's common stock outstanding on the last day of the immediately

preceding calendar year and (B) such smaller number of shares of Common Stock as determined by the Board or the Committee; *provided, however*, no more than 15,279,470 shares of Common Stock may be issued under the Plan. Shares made available for sale under the Plan may be authorized but unissued shares, treasury shares of Common Stock, or reacquired shares reserved for issuance under the Plan. All or any portion of such maximum number of shares may be issued under the Section 423 Component.

5.2 Adjustments Upon Changes in Capitalization, Dissolution, Liquidation, Merger or Asset Sale.

(a) Changes in Capitalization. Subject to any required action by the stockholders of the Company, the number of shares of Common Stock which have been authorized for issuance under the Plan but not yet placed under Option, as well as the price per share and the number of shares of Common Stock covered by each Option under the Plan which has not yet been exercised shall be proportionately adjusted for any increase or decrease in the number of issued shares of Common Stock resulting from a stock split, reverse stock split, stock dividend, combination or reclassification of the Common Stock, or any other increase or decrease in the number of shares of Common Stock effected without receipt of consideration by the Company; *provided, however*, that conversion of any convertible securities of the Company shall not be deemed to have been “effected without receipt of consideration.” Such adjustment shall be made by the Administrator, whose determination in that respect shall be final, binding and conclusive. Except as expressly provided herein, no issuance by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number or price of shares of Common Stock subject to an Option.

(b) Dissolution or Liquidation. In the event of the proposed dissolution or liquidation of the Company, the Offering Periods then in progress shall be shortened by setting a new Exercise Date (the “**New Exercise Date**”), and shall terminate immediately prior to the consummation of such proposed dissolution or liquidation, unless provided otherwise by the Administrator. The New Exercise Date shall be before the date of the Company’s proposed dissolution or liquidation. The Administrator shall notify each Participant in writing prior to the New Exercise Date, that the Exercise Date for the Participant’s Option has been changed to the New Exercise Date and that the Participant’s Option shall be exercised automatically on the New Exercise Date, unless prior to such date the Participant has withdrawn from the Offering Period as provided in Section 6.1 hereof or the Participant has ceased to be an Eligible Employee or an eligible Consultant as provided in Section 6.2 hereof.

(c) Merger or Asset Sale. In the event of a proposed sale of all or substantially all of the assets of the Company, or the merger of the Company with or into another corporation, each outstanding Option shall be assumed or an equivalent Option substituted by the successor corporation or a Parent or Subsidiary of the successor corporation. If the successor corporation refuses to assume or substitute for the Option, any Offering Periods then in progress shall be shortened by setting a New Exercise Date and any Offering Periods then in progress shall end on the New Exercise Date. The New Exercise Date shall be before the date of the Company’s proposed sale or merger. The Administrator shall notify each Participant in writing prior to the New Exercise Date, that the Exercise Date for the Participant’s Option has been changed to the New Exercise Date and that the Participant’s Option shall be exercised automatically on the New Exercise Date, unless prior to such date the Participant has withdrawn from the Offering Period as provided in Section 6.1 hereof or the Participant has ceased to be an Eligible Employee or an eligible Consultant as provided in Section 6.2 hereof.

5.3 Insufficient Shares. If the Administrator determines that, on a given Exercise Date, the number of shares of Common Stock with respect to which Options are to be exercised may exceed the number of shares of Common Stock remaining available for sale under the Plan on such Exercise Date, the Administrator shall make a pro rata allocation of the shares of Common Stock available for issuance on such Exercise Date in as uniform a manner as shall be practicable and as it shall determine in its sole discretion to be equitable among all Participants exercising Options to purchase Common Stock on such Exercise Date, and unless additional shares are authorized for issuance under the Plan, no further Offering Periods shall take place and the Plan shall terminate pursuant to Section 7.5 hereof. If an Offering Period is so terminated, then the balance of the amount credited to the

Participant's Plan Account which has not been applied to the purchase of shares of Common Stock shall be paid to such Participant in one lump sum in cash within 30 days after such Exercise Date, without any interest thereon.

5.4 Rights as Stockholders. With respect to shares of Common Stock subject to an Option, a Participant shall not be deemed to be a stockholder of the Company and shall not have any of the rights or privileges of a stockholder. A Participant shall have the rights and privileges of a stockholder of the Company when, but not until, shares of Common Stock have been deposited in the designated brokerage account following exercise of the Participant's Option.

ARTICLE VI TERMINATION OF PARTICIPATION

6.1 Cessation of Contributions; Voluntary Withdrawal.

(a) A Participant may cease payroll or, solely in respect of Consultants, accounts payable deductions during an Offering Period and elect to withdraw from the Plan by delivering written notice of such election to the Company in such form and at such time prior to the Exercise Date for such Offering Period as may be established by the Administrator (a "***Withdrawal Election***"). A Participant electing to cease payroll or, solely in respect of Consultants, accounts payable deductions and withdraw from the Plan may elect to (i) exercise the Participant's Option in accordance with Section 4.3 hereof with the funds credited to the Participant's Plan Account prior to the date on which the Withdrawal Election is given effect (in accordance with the withdrawal procedures established by the Administrator pursuant to this Section 6.1(a)) and after such exercise, shall cease to participate in the Plan and/or (ii) withdraw all of the funds then credited to the Participant's Plan Account as of the date on which the Withdrawal Election is given effect (in accordance with the withdrawal procedures established by the Administrator pursuant to this Section 6.1(a)), in which case, amounts credited to such Plan Account shall be returned to the Participant in one lump-sum payment in cash within 30 days after such election is received by the Company, without any interest thereon, and the Participant shall cease to participate in the Plan and the Participant's Option for such Offering Period shall terminate. For clarity, during an Offering Period, a Participant may elect to withdraw from the Plan pursuant to clause (i) and then subsequently elect to withdraw from the Plan pursuant to clause (ii), but a withdrawal pursuant to clause (ii) shall be final for such Offering Period. Upon receipt of a Withdrawal Election, the Participant's payroll or, solely in respect of Consultants, accounts payable deduction authorization shall terminate.

(b) A Participant's withdrawal from the Plan shall not have any effect upon the Participant's eligibility to participate in any similar plan which may hereafter be adopted by the Company or in succeeding Offering Periods which commence after the termination of the Offering Period from which the Participant withdraws.

(c) Except as otherwise permitted by the Administrator and/or as set forth in the Offering Document, a Participant who ceases contributions to the Plan during any Offering Period shall not be permitted to resume contributions to the Plan during that Offering Period.

6.2 Termination of Eligibility. Subject to Section 7.17 hereof, upon a Participant's ceasing to be an Eligible Employee or, in respect of the Non-Section 423 Component, an eligible Consultant, for any reason, such Participant's Option for the applicable Offering Period shall automatically terminate, the Participant shall be deemed to have elected to withdraw from the Plan, and such Participant's Plan Account shall be paid to such Participant or, in the case of the Participant's death, to the person or persons entitled thereto pursuant to applicable law, within 30 days after such cessation of being an Eligible Employee or, in respect of the Non-Section 423 Component, an eligible Consultant, without any interest thereon. If a Participant transfers employment from the Company or any Designated Subsidiary participating in the Section 423 Component to any Designated Subsidiary participating in the Non-Section 423 Component, such transfer shall not be treated as a termination of employment, but the Participant shall immediately cease to participate in the Section 423 Component; however,

any contributions made for the Offering Period in which such transfer occurs shall be transferred to the Non-Section 423 Component, and such Participant shall immediately join the then-current Offering under the Non-Section 423 Component upon the same terms and conditions in effect for the Participant's participation in the Section 423 Component, except for such modifications otherwise applicable for Participants in such Offering. A Participant who transfers employment from any Designated Subsidiary participating in the Non-Section 423 Component to the Company or any Designated Subsidiary participating in the Section 423 Component shall not be treated as terminating the Participant's employment and shall remain a Participant in the Non-Section 423 Component until the earlier of (i) the end of the current Offering Period under the Non-Section 423 Component, or (ii) the Enrollment Date of the first Offering Period in which the Participant is eligible to participate following such transfer. Notwithstanding the foregoing, the Administrator may establish different rules to govern transfers of employment between companies participating in the Section 423 Component and the Non-Section 423 Component, consistent with the applicable requirements of Section 423 of the Code.

ARTICLE VII GENERAL PROVISIONS

7.1 Administration.

(a) The Plan shall be administered by the Committee, which shall be composed of members of the Board. To the extent permitted under applicable law, the Committee may delegate administrative or other tasks under the Plan to the services of an Agent or Employees to assist in the administration of the Plan, including establishing and maintaining an individual securities account under the Plan for each Participant.

(b) It shall be the duty of the Administrator to conduct the general administration of the Plan in accordance with the provisions of the Plan. The Administrator shall have the power, subject to, and within the limitations of, the express provisions of the Plan:

(i) To establish and terminate Offerings;

(ii) To determine when and how Options shall be granted and the provisions and terms of each Offering (which need not be identical);

(iii) To select Designated Subsidiaries in accordance with Section 7.2 hereof;

(iv) To impose a mandatory holding period pursuant to which Participants may not dispose of or transfer shares of Common Stock purchased under the Plan for a period of time determined by the Administrator in its discretion; and

(v) To construe and interpret the Plan, the terms of any Offering and the terms of the Options and to adopt such rules for the administration, interpretation, and application of the Plan as are consistent therewith and to interpret, amend or revoke any such rules. The Administrator, in the exercise of this power, may correct any defect, omission or inconsistency in the Plan, any Offering or any Option, in a manner and to the extent it shall deem necessary or expedient to administer the Plan, subject to Section 423 of the Code for the Section 423 Component.

(c) The Administrator may adopt rules or procedures relating to the operation and administration of the Plan to accommodate the specific requirements of local laws and procedures. Without limiting the generality of the foregoing, the Administrator is specifically authorized to adopt rules and procedures regarding handling of participation elections, payroll deductions, payment of interest, conversion of local currency, payroll tax, withholding procedures and handling of stock certificates which vary with local requirements. In its absolute discretion, the Board may at any time and from time to time exercise any and all rights and duties of the Administrator under the Plan.

(d) The Administrator may adopt sub-plans applicable to particular Designated Subsidiaries or locations, which sub-plans may be designed to be outside the scope of Section 423 of the Code. The rules of such sub-plans may take precedence over other provisions of this Plan, with the exception of Section 5.1 hereof, but unless otherwise superseded by the terms of such sub-plan, the provisions of this Plan shall govern the operation of such sub-plan.

(e) All expenses and liabilities incurred by the Administrator in connection with the administration of the Plan shall be borne by the Company. The Administrator may, with the approval of the Committee, employ attorneys, consultants, accountants, appraisers, brokers or other persons. The Administrator, the Company and its officers and directors shall be entitled to rely upon the advice, opinions or valuations of any such persons. All actions taken and all interpretations and determinations made by the Administrator in good faith shall be final and binding upon all Participants, the Company and all other interested persons. No member of the Board or Administrator shall be personally liable for any action, determination or interpretation made in good faith with respect to the Plan or the options, and all members of the Board or Administrator shall be fully protected by the Company in respect to any such action, determination, or interpretation.

7.2 Designation of Subsidiary Corporations. The Board or Administrator shall designate from time to time the Subsidiaries that shall constitute Designated Subsidiaries, and determine whether such Designated Subsidiaries shall participate in the Section 423 Component or Non-Section 423 Component. The Board or Administrator may designate a Subsidiary, or terminate the designation of a Subsidiary, without the approval of the stockholders of the Company.

7.3 Reports. Individual accounts shall be maintained for each Participant in the Plan. Statements of Plan Accounts shall be made available to Participants at least annually, which statements shall set forth the amounts of payroll or solely in respect of Consultants, accounts payable deductions, the Option Price, the number of shares purchased and the remaining cash balance, if any.

7.4 No Right to Employment. Nothing in the Plan shall be construed to give any person (including any Participant) the right to remain in the employ or service of the Company, a Parent or a Subsidiary or to affect the right of the Company, any Parent or any Subsidiary to terminate the employment or services of any person (including any Participant) at any time, with or without cause, which right is expressly reserved.

7.5 Amendment and Termination of the Plan.

(a) The Board may, in its sole discretion, amend, suspend or terminate the Plan at any time and from time to time. To the extent necessary to comply with Section 423 of the Code (or any successor rule or provision), with respect to the Section 423 Component, or any other applicable law, regulation or stock exchange rule, the Company shall obtain stockholder approval of any such amendment to the Plan in such a manner and to such a degree as required by Section 423 of the Code or such other law, regulation or rule.

(b) If the Administrator determines that the ongoing operation of the Plan may result in unfavorable financial accounting consequences, the Administrator may, to the extent permitted under Section 423 of the Code, for the Section 423 Component, in its discretion and, to the extent necessary or desirable, modify or amend the Plan to reduce or eliminate such accounting consequence including, but not limited to:

(i) altering the Option Price for any Offering Period including an Offering Period underway at the time of the change in Option Price;

(ii) shortening any Offering Period so that the Offering Period ends on a new Exercise Date, including an Offering Period underway at the time of the Administrator action; and

(iii) allocating shares of Common Stock.

Such modifications or amendments shall not require stockholder approval or the consent of any Participant.

(c) Upon termination of the Plan, the balance in each Participant's Plan Account shall be refunded as soon as practicable after such termination, without any interest thereon.

7.6 Use of Funds; No Interest Paid. All funds received by the Company by reason of purchase of shares of Common Stock under the Plan shall be included in the general funds of the Company free of any trust or other restriction and may be used for any corporate purpose, except for funds contributed under Offerings in which the local law of a non-U.S. jurisdiction requires that contributions to the Plan by Participants be segregated from the Company's general corporate funds and/or deposited with an independent third party for Participants in non-U.S. jurisdictions. No interest shall be paid to any Participant or credited under the Plan, except as may be required by local law in a non-U.S. jurisdiction. If the segregation of funds and/or payment of interest on any Participant's account is so required, such provisions shall apply to all Participants in the relevant Offering except to the extent otherwise permitted by Treas. Reg § 1.423-2(f). With respect to any Offering under the Non-Section 423 Component, the payment of interest shall apply as determined by the Administrator (but absent any such determination, no interest shall apply).

7.7 Term; Approval by Stockholders. No Option may be granted during any period of suspension of the Plan or after termination of the Plan. The Plan shall be submitted for the approval of the Company's stockholders within 12 months after the date of the Board's initial adoption of the Plan. Options may be granted prior to such stockholder approval; *provided, however*, that such Options shall not be exercisable prior to the time when the Plan is approved by the stockholders; *provided, further* that if such approval has not been obtained by the end of the 12-month period, all Options previously granted under the Plan shall thereupon terminate and be canceled and become null and void without being exercised.

7.8 Effect Upon Other Plans. The adoption of the Plan shall not affect any other compensation or incentive plans in effect for the Company, any Parent or any Subsidiary. Nothing in the Plan shall be construed to limit the right of the Company, any Parent or any Subsidiary (a) to establish any other forms of incentives or compensation for Employees or Consultants of the Company or any Parent or any Subsidiary, or (b) to grant or assume Options otherwise than under the Plan in connection with any proper corporate purpose, including, but not by way of limitation, the grant or assumption of options in connection with the acquisition, by purchase, lease, merger, consolidation or otherwise, of the business, stock or assets of any corporation, firm or association.

7.9 Conformity to Securities Laws. Notwithstanding any other provision of the Plan, the Plan and the participation in the Plan by any individual who is then subject to Section 16 of the Exchange Act shall be subject to any additional limitations set forth in any applicable exemption rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3 of the Exchange Act) that are requirements for the application of such exemptive rule. To the extent permitted by applicable law, the Plan shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

7.10 Notice of Disposition of Shares. Each Participant in the Section 423 Component shall give the Company prompt notice of any disposition or other transfer of any shares of Common Stock, acquired pursuant to the exercise of an Option granted under the Section 423 Component, if such disposition or transfer is made (a) within two years after the applicable Grant Date or (b) within one year after the transfer of such shares of Common Stock to such Participant upon exercise of such Option. The Company may direct that any certificates evidencing shares acquired pursuant to the Plan refer to such requirement.

7.11 Tax Withholding. The Company or any Parent or any Subsidiary shall be entitled to withhold any federal, state or local tax or other amounts required to be withheld by applicable law with respect to participation in the Plan by (a) withholding from wages or other cash compensation payable to each Participant, (b) withholding from the proceeds of the sale of shares of Common Stock purchased under the Plan, either through a Participant's voluntary sale or through a mandatory sale arranged by the Company, (c) withholding shares of

Common Stock otherwise issuable upon exercise of an Option under the Plan or (d) withholding by any other method determined by the Company and compliant with applicable law. If any withholding obligation described in the foregoing sentence will be satisfied under clause (b) thereof, each Participant's enrollment in the Plan will constitute the Participant's authorization to the Company and instruction and authorization to the Agent selected to effect the sale to complete the transactions described in clause (b).

7.12 Governing Law. The Plan and all rights and obligations thereunder shall be construed and enforced in accordance with the laws of the State of Delaware, without regard to the conflict of law rules thereof or of any other jurisdiction.

7.13 Notices. All notices or other communications by a Participant to the Company under or in connection with the Plan shall be deemed to have been duly given when received in the form specified by the Company at the location, or by the person, designated by the Company for the receipt thereof.

7.14 Conditions To Issuance of Shares.

(a) Notwithstanding anything herein to the contrary, the Company shall not be required to issue or deliver any certificates or make any book entries evidencing shares of Common Stock pursuant to the exercise of an Option by a Participant, unless and until the Board or the Committee has determined, with advice of counsel, that the issuance of such shares of Common Stock is in compliance with all applicable laws, regulations of governmental authorities and, if applicable, the requirements of any securities exchange or automated quotation system on which the shares of Common Stock are listed or traded, and the shares of Common Stock are covered by an effective registration statement or applicable exemption from registration. In addition to the terms and conditions provided herein, the Board or the Committee may require that a Participant make such reasonable covenants, agreements, and representations as the Board or the Committee, in its discretion, deems advisable in order to comply with any such laws, regulations, or requirements.

(b) All certificates for shares of Common Stock delivered pursuant to the Plan and all shares of Common Stock issued pursuant to book entry procedures are subject to any stop-transfer orders and other restrictions as the Committee deems necessary or advisable to comply with federal, state, or foreign securities or other laws, rules and regulations and the rules of any securities exchange or automated quotation system on which the shares of Common Stock are listed, quoted, or traded. The Committee may place legends on any certificate or book entry evidencing shares of Common Stock to reference restrictions applicable to the shares of Common Stock.

(c) The Committee shall have the right to require any Participant to comply with any timing or other restrictions with respect to the settlement, distribution or exercise of any Option, including a window-period limitation, as may be imposed in the sole discretion of the Committee.

(d) Notwithstanding any other provision of the Plan, unless otherwise determined by the Committee or required by any applicable law, rule or regulation, the Company may, in lieu of delivering to any Participant certificates evidencing shares of Common Stock issued in connection with any Option, record the issuance of shares of Common Stock in the books of the Company (or, as applicable, its transfer agent or stock plan administrator).

7.15 Equal Rights and Privileges. All Eligible Employees of the Company (or of any Designated Subsidiary) granted Options pursuant to an Offering under the Section 423 Component shall have equal rights and privileges under this Plan to the extent required under Section 423 of the Code so that the Section 423 Component qualifies as an "employee stock purchase plan" within the meaning of Section 423 of the Code. Any provision of the Section 423 Component that is inconsistent with Section 423 of the Code shall, without further act or amendment by the Company or the Board, be reformed to comply with the equal rights and privileges requirement of Section 423 of the Code. Eligible Employees or Consultants participating in the Non-Section 423 Component

need not have the same rights and privileges as Eligible Employees or Consultants participating in the Section 423 Component.

7.16 Rules Particular to Specific Jurisdictions. Notwithstanding anything herein to the contrary, the terms and conditions of the Plan with respect to Participants who are tax residents of a particular non-U.S. country or who are foreign nationals or employed in non-U.S. jurisdictions may be subject to an addendum to the Plan in the form of an appendix or sub-plan (which appendix or sub-plan may be designed to govern Offerings under the Section 423 Component or the Non-Section 423 Component, as determined by the Administrator). To the extent that the terms and conditions set forth in an appendix or sub-plan conflict with any provisions of the Plan, the provisions of the appendix or sub-plan shall govern. The adoption of any such appendix or sub-plan shall be pursuant to Section 7.1 hereof. Without limiting the foregoing, the Administrator is specifically authorized to adopt rules and procedures, regarding the exclusion of particular Subsidiaries from participation in the Plan, eligibility to participate, the definition of Compensation, handling of payroll deductions or other contributions by Participants, payment of interest, conversion of local currency, data privacy security, payroll tax, withholding procedures, establishment of bank or trust accounts to hold payroll deductions or contributions, determination of beneficiary designation requirements, and handling of stock certificates, in each case, in accordance with the requirements of Section 423 of the Code with respect to the Section 423 Component. The Administrator also is authorized to determine that, to the extent permitted by Treas. Reg. § 1.423-2(f), the terms of an Option granted under the Plan or an Offering to citizens or residents of a non-U.S. jurisdiction will be less favorable than the terms of an Option granted under the Plan or the same Offering to Employees resident solely in the United States. To the extent any sub-plan or appendix or other changes approved by the Administrator are inconsistent with the requirements of Section 423 of the Code or would jeopardize the tax-qualified status of the Section 423 Component, the change shall cause the Designated Subsidiaries affected thereby to be considered Designated Subsidiaries in a separate Offering under the Non-Section 423 Component instead of the Section 423 Component. To the extent any Employee of a Designated Subsidiary in the Section 423 Component is a citizen or resident of a foreign jurisdiction (without regard to whether they are also a U.S. citizen or a resident alien (within the meaning of Section 7701(b)(1)(A) of the Code)) and compliance with the laws of the foreign jurisdiction would cause the Section 423 Component, any Offering or the option to violate the requirements of Section 423 of the Code, such Employee shall be considered a Participant in a separate Offering under the Non-Section 423 Component.

7.17 Notwithstanding any other provisions of the Plan to the contrary, in non-U.S. jurisdictions where participation in the Plan through payroll or, solely in respect to Consultants, accounts payable deductions is prohibited, the Administrator may provide that an Eligible Employee or eligible Consultant may elect to participate through contributions to his or her account under the Plan in a form acceptable to the Administrator in lieu of or in addition to payroll or, solely in respect to Consultants, accounts payable deductions; provided, however, that, for any Offering under the Section 423 Component, the Administrator must determine that any alternative method of contribution is applied on an equal and uniform basis to all Eligible Employees in the Offering.

7.18 Section 409A. The Section 423 Component of the Plan and the Options granted pursuant to Offerings thereunder are intended to be exempt from the application of Section 409A. Neither the Non-Section 423 Component nor any Option granted pursuant to an Offering thereunder is intended to constitute or provide for “nonqualified deferred compensation” within the meaning of Section 409A. Notwithstanding any provision of the Plan to the contrary, if the Administrator determines that any Option granted under the Plan may be or become subject to Section 409A or that any provision of the Plan may cause an Option granted under the Plan to be or become subject to Section 409A, the Administrator may adopt such amendments to the Plan and/or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions as the Administrator determines are necessary or appropriate to avoid the imposition of taxes under Section 409A, either through compliance with the requirements of Section 409A or with an available exemption therefrom.

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BUSINESS FINANCING MODIFICATION AGREEMENT
(Seventh Amendment to Amended and Restated Business Financing Agreement)

This Business Financing Modification Agreement (this “Modification Agreement”) is entered into as of November 24, 2025, by and between MNTN, Inc. (f/k/a MNTN Digital, Inc.), a Delaware corporation (“Borrower”), and Western Alliance Bank, an Arizona corporation (“Bank”).

1. DESCRIPTION OF EXISTING INDEBTEDNESS: Among other indebtedness which may be owing by Borrower to Bank, Borrower is indebted to Bank pursuant to, among other documents, an Amended and Restated Business Financing Agreement, dated November 23, 2021, by and between Borrower and Bank, as may be amended from time to time (the “Business Financing Agreement”). Capitalized terms used without definition herein shall have the meanings assigned to them in the Business Financing Agreement.

Hereinafter, the Business Financing Agreement and any and all other documents executed by Borrower in favor of Bank shall be referred to as the “Existing Documents.”

2. DESCRIPTION OF CHANGE IN TERMS.

A. Modification(s) to Business Financing Agreement:

- i. Section 4.15. Section 4.15 of the Business Financing Agreement is amended in its entirety and replaced with the following:

4.15 Maintain all of its and its Subsidiaries’ (other than Foreign Subsidiaries) depository and operating accounts and investment accounts with Lender and utilize Lender’s International Banking Division for foreign currency wires, foreign exchange, hedging, swaps and letter of credit activity; *provided, however*, that Borrower shall be permitted to maintain (a) its existing payment processing accounts with Stripe and SwipeSum (the “Payment Processing Accounts”) so long as the balances in such accounts are swept to the Collection Account no less frequently than every five (5) business days and (b) deposit accounts with financial institutions other than Lender (the “Outside Accounts”), so long as (i) the aggregate balance of Borrower’s unrestricted cash on deposit with Lender is not less than \$75,000,000 and (ii) such Outside Accounts are, at all times, subject to a deposit account control agreement, in form and substance acceptable to Bank, duly executed by Borrower and such financial institutions where such deposit accounts are maintained. The provisions of the previous sentence shall not apply to (i) the Payment Processing Accounts, (ii) any deposit accounts located outside of the United States that are being utilized by a Foreign Subsidiary or (iii) deposit accounts exclusively used for payroll, payroll taxes, and other employee wage and benefit payments to or for the benefit of Borrower’s employees and identified to Lender by Borrower as such.

3. CONSISTENT CHANGES. The Existing Documents are each hereby amended wherever necessary to reflect the changes described above.

4. PAYMENT OF DOCUMENTATION EXPENSES. On the date hereof, Borrower shall pay to Bank all of Bank’s reasonable and documented expenses incurred in connection with the negotiation and preparation of this Modification Agreement (the “Documentation Expenses”).

5. NO DEFENSES OF BORROWER/GENERAL RELEASE. Borrower agrees that, as of this date, it has no defenses against the obligations to pay any amounts under the Obligations. Each of Borrower and Guarantor (each, a “Releasing Party”) acknowledges that Bank would not enter into this Modification Agreement without Releasing Party’s assurance that it has no claims against Bank or any of Bank’s officers, directors, employees or agents. Except for the obligations arising on the date hereof or hereafter under this Modification Agreement or any other Loan Document, each Releasing Party releases Bank, and each of Bank’s officers, directors and employees from any known or unknown claims that Releasing Party now has against Bank of any nature, including any claims that

Releasing Party, its successors, counsel, and advisors may in the future discover they would have now had if they had known facts not now known to them, whether founded in contract, in tort or pursuant to any other theory of liability, in each case, that relate to, arise out of or otherwise are in connection with the Loan Documents or any of the negotiations, events or circumstances arising of or related to the Business Financing Agreement or the transactions contemplated thereby through the date of this Modification Agreement. Each Releasing Party acknowledges and agrees that they have been informed by their attorneys and advisors of, and are familiar with, and do hereby expressly waive, the provisions of Section 1542 of the California Civil Code, and any similar statute, code, law, or regulation of any state or the United States, to the full extent that they may waive such rights and benefits. Civil Code section 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The provisions, waivers and releases set forth in this section are binding upon each Releasing Party and its shareholders, agents, employees, assigns and successors in interest. The provisions, waivers and releases of this section shall inure to the benefit of Bank and its agents, employees, officers, directors, assigns and successors in interest. The provisions of this section shall survive payment in full of the Obligations, full performance of all the terms of this Modification Agreement and the Business Financing Agreement, and/or Bank's actions to exercise any remedy available under the Business Financing Agreement or otherwise.

6. CONTINUING VALIDITY. Borrower understands and agrees that in modifying the existing Obligations, Bank is relying upon Borrower's representations, warranties, and agreements, as set forth in the Existing Documents. Borrower represents and warrants that the representations and warranties contained in the Business Financing Agreement are true and correct as of the date of this Modification Agreement, and that no Event of Default has occurred and is continuing. Except as expressly modified pursuant to this Modification Agreement, the terms of the Existing Documents remain unchanged and in full force and effect. Bank's agreement to modifications to the existing Obligations pursuant to this Modification Agreement in no way shall obligate Bank to make any future modifications to the Obligations. Nothing in this Modification Agreement shall constitute a satisfaction of the Obligations. It is the intention of Bank and Borrower to retain as liable parties all makers and endorers of Existing Documents unless the party is expressly released by Bank in writing. No maker, endorser, or guarantor will be released by virtue of this Modification Agreement. The terms of this paragraph apply not only to this Modification Agreement, but also to any subsequent modification agreements.

7. CONDITIONS. The effectiveness of this Modification Agreement is conditioned upon payment of the Documentation Expenses.

8. NOTICE OF FINAL AGREEMENT. BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES, (B) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (C) THIS WRITTEN AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.

9. ELECTRONIC EXECUTION OF DOCUMENTS. Each party hereto may execute this Modification Agreement by electronic means and recognizes and accepts the use of electronic signatures and records by any other party hereto in connection with the execution and storage hereof.

10. COUNTERPARTS. This Modification Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Modification Agreement.

[Signature page follows.]

11. COUNTERSIGNATURE. This Modification Agreement shall become effective only when executed by Bank and Borrower.

BORROWER: BANK:

MNTN, INC., a Delaware corporation WESTERN ALLIANCE BANK, an Arizona corporation

By: /s/ Patrick Pohlen By: /s/ Victor Le

Name: Patrick Pohlen Name: Victor Le

Title: Chief Financial Officer Title: Senior Credit Officer

AMENDED AND RESTATED BUSINESS FINANCING AGREEMENT

Borrower: MNTN, INC. 201 West 5th Street, 11th Floor Austin, TX 78701	Lender: WESTERN ALLIANCE BANK, an Arizona corporation 55 Almaden Boulevard, Suite 100 San Jose, CA 95113
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This AMENDED AND RESTATED BUSINESS FINANCING AGREEMENT, dated as of December 8, 2025 (the "**Closing Date**"), is made and entered into between WESTERN ALLIANCE BANK, an Arizona corporation ("**Lender**"), and MNTN, INC. (f/k/a MNTN Digital, Inc.), a Delaware corporation ("**Borrower**") on the following terms and conditions:

RECITALS

- A.** Lender and Borrower have entered into that certain Amended and Restated Business Financing Agreement dated as of November 23, 2021 (as amended, the "**Prior Agreement**").
- B.** Borrower has requested, and Lender has agreed, to amend and restate the Prior Agreement in its entirety. Lender and Borrower hereby agree that the Prior Agreement is amended and restated in its entirety as follows:

1. REVOLVING CREDIT LINE.

- 1.1 Advances.** Subject to the terms and conditions of this Agreement, from the Closing Date until the Maturity Date, Lender will make Advances to Borrower not exceeding the Credit Limit or the Borrowing Base, whichever is less; provided that in no event shall Lender be obligated to make any Advance that results in an Overadvance or while any Overadvance is outstanding. Amounts borrowed under this Section may be repaid and subject to the terms and conditions hereof reborrowed during the term of this Agreement. It shall be a condition to each Advance that (a) an Advance Request acceptable to Lender has been received by Lender, (b) all of the representations and warranties set forth in Section 3 are true and correct in all material respects on the date of such Advance as though made at and as of each such date, other than representations and warranties referring to an earlier date, in which case such representations and warranties shall be true and correct in all material respects as of such earlier date, and (c) no Event of Default has occurred and is continuing, or would result from such Advance.
- 1.2 Advance Requests.** Borrower may request that Lender make an Advance by delivering to Lender an Advance Request therefor and Lender shall be entitled to rely on all the information provided by Borrower to Lender on or with the Advance Request. Lender may honor Advance Requests, instructions or repayments given by any Authorized Person. So long as all of the conditions for an Advance set forth herein have been satisfied, Lender shall fund such Advance into Borrower's Account within one business day of Lender's receipt of the applicable Advance Request.
- 1.3 Due Diligence.** Lender may audit Borrower's Receivables and any and all records pertaining to the Collateral, at Lender's sole discretion and at Borrower's expense. Borrower and Lender acknowledge that the initial audit has been completed prior to the Closing Date. Such audits shall not occur more than one time per calendar year (or more frequently if an Event of Default has occurred and is continuing). Lender may at any time and from time to time contact Account Debtors and other Persons obligated or knowledgeable in respect of Receivables to confirm the Receivable Amount of such Receivables, to determine whether Receivables constitute Eligible Receivables, and for any other purpose in connection with this Agreement. If any of the Collateral or Borrower's books or records pertaining to the Collateral are in the possession of a third party, Borrower authorizes that third party to permit Lender or its agents to have access to perform inspections or audits thereof and to respond to Lender's requests for information concerning such Collateral and records.
- 1.4 Collections.**
- (a) Lender shall have the exclusive right to receive all Collections on all Receivables. Borrower shall (i) promptly notify, transfer and deliver to Lender all Collections Borrower receives for deposit into the Collection Account, (ii) deliver to Lender a detailed cash receipts journal on Friday of each week until the Lockbox is operational, and (iii) continue to be party to a collection services agreement acceptable to Lender (the "**Lockbox Agreement**") pursuant to which all Collections received in the Lockbox shall be deposited into the Collection Account. Borrower shall use the Lockbox address as the remit to and payment address for all of Borrower's Collections from Account Debtors, and Borrower shall instruct all Account Debtors to make payments either directly to the Lockbox for deposit by Lender directly to the Collection Account, or instruct them to deliver such payments to Lender by wire transfer, ACH, or other means as Lender may direct for deposit to the Lockbox or Collection Account.

- (b) Lender shall transfer all Collections deposited into the Collection Account to Borrower's account within three business days of the date received; provided that upon the occurrence and during the continuance of any Default, Lender may apply all Collections to the Obligations in such order and manner as Lender may determine. Lender has no duty to do any act other than to apply such amounts as required above. If an item of Collections is not honored or Lender does not receive good funds for any reason, any amount previously transferred to Borrower's Account or applied to the Account Balance shall be reversed as of the date transferred or applied, as applicable, and, if applied to the Account Balance, the Finance Charge will accrue as if the Collections had not been so applied. Lender shall have, with respect to any goods related to the Receivables, all the rights and remedies of an unpaid seller under the UCC and other applicable law, including the rights of replevin, claim and delivery, reclamation and stoppage in transit, in each case, subject to applicable law.
- 1.5 Receivables Activity Report.** Within 30 days after the end of each Month End, Lender shall send to Borrower a report covering the transactions for the prior billing period, including the amount of all Advances, Collections, Adjustments, Finance Charges, and other fees and charges. The accounting shall be deemed correct and conclusive unless Borrower makes written objection to Lender within 30 days after Lender sends the accounting to Borrower.
- 1.6 Adjustments.** In the event any Adjustment or dispute is asserted by any Account Debtor, Borrower shall promptly advise Lender and shall, subject to Lender's approval, resolve such disputes and advise Lender of any Adjustments; provided that in no case will the aggregate Adjustments made with respect to any Receivable exceed five percent (5%) of the aggregate Receivable Amount of all Receivables unless Borrower has obtained the prior written consent of Lender. So long as any Obligations (other than inchoate indemnity obligations) are outstanding, Lender shall have the right, at any time, to take possession of any rejected, returned, or recovered personal property. If such possession is not taken by Lender, Borrower is to resell it for Lender's account at Borrower's expense with the proceeds made payable to Lender. While Borrower retains possession of any returned goods, Borrower shall segregate said goods and mark them as property of Lender.
- 1.7 Recourse; Maturity.** Advances and the other Obligations shall be with full recourse against Borrower. On the Maturity Date or such earlier date as shall be herein provided, Borrower will pay all then outstanding Advances and other Obligations to Lender.
- 1.8 Letter of Credit Line.** Subject to the terms and conditions of this Agreement, Lender hereby agrees to issue or cause an Affiliate to issue letters of credit for the account of Borrower (each, a "**Letter of Credit**" and collectively, "**Letters of Credit**") from time to time; provided that (a) the Letter of Credit Obligations shall not at any time exceed the Letter of Credit Sublimit and (b) the Letter of Credit Obligations will be treated as Advances for purposes of determining availability under the Credit Limit and shall decrease, on a dollar-for-dollar basis, the amount available for other Advances. The form and substance of each Letter of Credit shall be subject to approval by Lender, in its sole discretion. Each Letter of Credit shall be subject to the additional terms of the Letter of Credit agreements, applications and any related documents required by Lender in connection with the issuance thereof (each, a "**Letter of Credit Agreement**"). Each draft paid under any Letter of Credit shall be repaid by Borrower in accordance with the provisions of the applicable Letter of Credit Agreement. No Letter of Credit shall be issued that results in an Overadvance or while any Overadvance is outstanding. Upon the Maturity Date, the amount of Letter of Credit Obligations shall be secured by unencumbered cash (to be not less than one hundred five percent (105%) of the amount of such Letter of Credit Obligations unless otherwise agreed by Lender) on terms acceptable to Lender if the term of this Agreement is not extended by Lender.
- 1.9 Credit Card Facility.** Subject to the terms and conditions of this Agreement, Borrower may request Credit Card Services pursuant to the terms of such Credit Card Services Agreements as may be required by Lender in an aggregate amount not to exceed the Credit Card Limit.
- 1.10 Mandatory Prepayment Upon a Redemption Request.** If Borrower shall receive any Redemption Request, Borrower shall immediately, and prior to any payment in respect of any such Redemption Request, pay all then outstanding Advances and other Obligations to Lender.
- 1.11 Overadvances.** Upon any occurrence of an Overadvance, Borrower shall immediately pay down the Advances such that, after giving effect to such payments, no Overadvance exists.
- 1.12 Notification and Verification.** Lender may, with notice to Borrower, (i) verify invoices and (ii) notify Borrower's Account Debtors of Lender's security interest in the Receivables, in its good faith business discretion from time to time.
- 1.13 Increase Option.**

- (a) **Request for Increase.** Borrower may from time to time, upon written notice to Lender, request an increase to the Credit Limit in an amount not to exceed \$30,000,000 and in increments of \$5,000,000 (each such increase, a "**Facility Increase**"). Upon each such Facility Increase the Credit Limit will be increased, on a dollar-for-dollar basis.
- (b) **Approval of Increase.** Lender may, but shall have no obligation to approve Borrower's request for any Facility Increase in accordance with this Section 1.13. Any such approval shall be in writing from Lender to Borrower, shall be in the sole discretion of Lender and shall be subject to such conditions as Lender may reasonably require, including that (i) immediately prior to and after giving effect to such Facility Increase, no Event of Default shall exist, (ii) after giving effect to the Facility Increase, the Credit Limit shall not exceed \$80,000,000 and (iii) concurrently with each such Facility Increase, Borrower shall pay to Lender all fees as required by Section 2 of this Agreement.

2. FEES AND FINANCE CHARGES.

2.1 Finance Charges. Borrower agrees to pay to Lender the Finance Charges on the Account Balance when due hereunder. Lender may, but is not required to, deduct the amount of accrued Finance Charges from Collections received by Lender. The accrued and unpaid Finance Charges shall be due and payable within 10 calendar days after each Month End during the term hereof. Borrower hereby authorizes Lender to automatically deduct from any deposit account(s) of Borrower held with Lender, including without limitation deposit account numbered xxxxxx4938, the amount of any loan payment. If the funds in the account(s) are insufficient to cover any payment, Lender shall not be obligated to advance funds to cover the payment and Borrower agrees to pay any applicable fees for this service disclosed in the Schedule of Fees and Charges applicable to Borrower's account(s). Subject to any terms and conditions in the Loan Documents, Borrower or Lender may voluntarily terminate automatic payments at any time for any reason.

2.2 Fees.

- (a) **Letter of Credit Fees.** Borrower shall pay to Lender fees upon the issuance of each Letter of Credit, upon the payment or negotiation of each draft under any Letter of Credit and upon the occurrence of any other activity with respect to any Letter of Credit (including without limitation, the transfer, amendment or cancellation of any Letter of Credit) determined in accordance with Lender's standard fees and charges then in effect for such activity.
- (b) [Intentionally Omitted].

2.3 Benchmark Replacement.

- (a) If Lender determines (which determination shall be conclusive absent manifest error) that either of the following has occurred: (i) Term SOFR ceases to exist or is no longer available; or (ii) a public announcement by the regulatory supervisor for the administrator of Term SOFR, or a determination reasonably made by Lender, that Term SOFR is no longer representative, then commencing on the next reset date, the interest rate hereunder shall be replaced with such alternate base rate and spread (collectively, "**Benchmark Replacement**") as Lender determines in its sole discretion to be most comparable to the then-current interest rate. If the Benchmark Replacement as determined pursuant to this section would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.
- (b) In connection with the implementation of a Benchmark Replacement, Lender will have the right (in consultation with Borrower) to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any Borrower or party hereto.

3. REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants:

- 3.1** No representation, warranty or other statement of Borrower in any certificate or written statement given to Lender, when taken as a whole, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statement contained in the certificates or statement not misleading.
- 3.2** Borrower is duly existing and in good standing in its jurisdiction of formation and qualified and licensed to do business in, and in good standing in, any jurisdiction in which the conduct of its business or its ownership of

property requires that it be qualified, except where the failure to be so qualified could not reasonably be expected to have a material adverse effect on Borrower's business.

- 3.3 The execution, delivery and performance of this Agreement has been duly authorized, does not (a) conflict with Borrower's organizational documents, (b) contravene, conflict with, constitute a default under or violate any material Requirement of Law, (c) contravene, conflict with or violate any applicable order, writ, judgment, injunction, decree, determination or award of any Governmental Authority by which Borrower or any of Borrower's property or assets may be bound or affected, (d) require any action by, filing, registration, or qualification with, or Governmental Approval from, any Governmental Authority (except such Governmental Approvals which have already been obtained and are in full force and effect), or (e) constitute an Event of Default under any material agreement by which Borrower is bound. Borrower is not in default under any agreement to which or by which it is bound in which the default could reasonably be expected to have a material adverse effect on Borrower's business.
- 3.4 Borrower has not violated any laws, ordinances or rules, the violation of which could have a material adverse effect on Borrower's business.
- 3.5 Borrower has good title to the Collateral and all inventory is in all material respects of good and marketable quality, free from material defects.
- 3.6 Borrower's name, form of organization and chief executive office is set forth at the beginning of this Agreement. Borrower is located at its address for notices set forth in this Agreement or as otherwise disclosed in writing to Lender.
- 3.7 If Borrower owns, holds or has any interest in, any copyrights (whether registered, or unregistered), patents or trademarks, and licenses of any of the foregoing, such interest has been specifically disclosed and identified to Lender in writing.
- 3.8 Borrower is the sole owner of the intellectual property material to Borrower's business, except for licenses granted by Borrower permitted herein. Each of the patents is valid and enforceable, and no part of the intellectual property has been judged invalid or unenforceable, in whole or in part, and, to the best of Borrower's knowledge, no claim has been made that any part of the intellectual property violates the rights of any third party.
- 3.9 Borrower is solvent and able to pay its debts (including trade debts) as they mature.
- 3.10 The Collateral is not in the possession of any third party bailee (such as a warehouse) except as otherwise disclosed in writing to Lender. None of the Collateral is currently being maintained at locations other than as disclosed in writing to Lender.
- 3.11 Except as disclosed in writing to Lender, there are no actions or proceedings pending or, to the knowledge of Borrower's officers, threatened in writing by or against Borrower or any Subsidiary in which an adverse decision could reasonably be expected to cause a Material Adverse Change.
- 3.12 All consolidated financial statements for Borrower and any Subsidiary delivered to Lender fairly present in all material respects Borrower's consolidated financial condition and Borrower's consolidated results of operations. There has not been any material deterioration in Borrower's consolidated financial condition since the date of the most recent financial statements submitted to Lender.
- 3.13 Borrower does not own any stock, partnership interest, other ownership interest or other equity securities except for Permitted Investments.
- 3.14 Borrower and each Subsidiary have timely filed all required tax returns and reports, and Borrower and each Subsidiary have timely paid all foreign, federal, state and local taxes, assessments, deposits and contributions owed by Borrower and each Subsidiary, except for (a) such taxes, assessments, deposits and contributions that do not, individually or in the aggregate, exceed \$50,000, so long as Borrower pays any such taxes, assessments, deposits and contributions within thirty (30) days of Borrower becoming aware of such taxes, assessments, deposits and contributions (collectively, "Permitted Taxes") and (b) taxes that are being contested in good faith by appropriate proceedings promptly instituted and diligently conducted, so long as such reserve or other appropriate provision, if any, as shall be required in conformity with GAAP, shall have been made therefor.

4. MISCELLANEOUS PROVISIONS. Borrower will:

- 4.1 Maintain its corporate existence and good standing in its jurisdiction of incorporation and maintain its qualification in each jurisdiction in which the failure to so qualify could reasonably be expected to have a material adverse

effect on Borrower's business or operations, and not merge or consolidate with or into any other business organization, or acquire all or substantially all of the capital stock or property of a third party, unless (i) any such acquired entity becomes a "borrower" under this Agreement and (ii) Lender has previously consented to the applicable transaction in writing.

- 4.2 Comply with all laws, ordinances and regulations to which it is subject, noncompliance with which could have a material adverse effect on Borrower's business.
- 4.3 Give Lender at least 20 days prior written notice of changes to its name, organization, chief executive office, location of records or otherwise add any new business locations or any new locations where Borrower intends to store Collateral, and, if requested by Lender, with respect to any new location holding Collateral valued in excess of \$250,000, Borrower will use commercially reasonable efforts to cause the applicable landlord/bailee to enter into a landlord consent (or bailee agreement in the case of any bailee) in favor of Lender within 60 days following the establishment of such new office or location.
- 4.4 Pay all its taxes including gross payroll, withholding and sales taxes when due (other than Permitted Taxes and taxes that are being contested in good faith by appropriate proceedings promptly instituted and diligently conducted, so long as such reserve or other appropriate provision, if any, as shall be required in conformity with GAAP, shall have been made therefor) and deliver satisfactory evidence of payment to Lender if requested.
- 4.5 Maintain:
- (a) insurance satisfactory to Lender as to amount, nature and carrier covering property damage (including loss of use and occupancy) to any of Borrower's properties, business interruption insurance, public liability insurance including coverage for contractual liability, product liability and workers' compensation, and any other insurance which is usual for Borrower's business. Each such policy shall provide for at least thirty (30) days (ten (10) days for nonpayment of premium) prior notice to Lender of any cancellation thereof, it being understood that the current insurance policy delivered to Lender is acceptable to Lender.
 - (b) all risk property damage insurance policies (including without limitation windstorm coverage, and hurricane coverage as applicable) covering the tangible property comprising the Collateral. Each insurance policy must be for the full replacement cost of the Collateral and include a replacement cost endorsement, or in an amount as is customarily carried under similar circumstances by similarly situated persons engaged in the same business as Borrower. The insurance must include a lender's loss payable endorsement in favor of Lender in a form acceptable to Lender and Lender shall be named as an additional insured with respect to public liability insurance including coverage for contractual liability, product liability and workers' compensation, it being acknowledged that, as of the date hereof, Lender has received and has deemed each of the foregoing items acceptable to Lender.
- 4.6 Promptly transfer and deliver to Lender all Collections Borrower receives in accordance with Section 1.4.
- 4.7 Not create, incur, assume, or be liable for any indebtedness, other than Permitted Indebtedness.
- 4.8 Not convey, sell, lease, transfer or otherwise dispose of (collectively, a "**Transfer**"), all or any part of its business or property, other than (collectively, "**Permitted Transfers**"): (a) Transfers of inventory in the ordinary course of business; (b) Transfers of non-exclusive licenses and similar arrangements for the use of the property of Borrower in the ordinary course of business and licenses of intellectual property that could not result in a legal transfer of title of the licensed property that may be exclusive in respects other than territory and that may be exclusive as to territory only as to discrete geographical areas outside of the United States; (c) Transfers of worn-out or obsolete equipment which was not financed by Lender; (d) Transfers consisting of Permitted Liens and Permitted Investments; (e) sales of Borrower's equity securities in bona fide venture financing transactions not otherwise prohibited by Section 7.1(l); or (f) Transfers consisting of Borrower's use or transfer of money or cash equivalents in a manner that is not prohibited by the terms of this Agreement or the other Loan Documents.
- 4.9 Not make any investment in or to any Person, other than Permitted Investments.
- 4.10 Not pay any dividends or make any distributions or payment with respect to Borrower's capital stock or redeem, retire or purchase any of Borrower's capital stock; provided, however, that Borrower may (i) convert any of its convertible securities into other securities pursuant to the terms of such convertible securities or otherwise in exchange thereof, (ii) pay dividends solely in common stock, (iii) repurchase the stock of current and former employees or consultants pursuant to stock repurchase agreements so long as an Event of Default does not exist at the time of any such repurchase and would not exist after giving effect to any such repurchase, provided

that the aggregate amount of all such repurchases does not exceed \$300,000 per fiscal year, (iv) make purchases of Borrower's capital stock in connection with the exercise of stock options or stock appreciation by way of a cashless exercise, (v) make purchases of fractional shares of capital stock arising out of stock dividends, splits or combinations or business combinations, (vi) redeem its capital stock pursuant to any mandatory redemption required by its Certificate of Incorporation so long as Borrower is in compliance with Sections 1.10 and 4.14(k) hereof and (vi) redeem its capital stock pursuant to the terms and conditions of Section 6 of the Note Conversion Agreement.

- 4.11** Not directly or indirectly enter into or permit to exist any material transaction with any Affiliate of Borrower except for (a) transactions that are in the ordinary course of Borrower's business, upon fair and reasonable terms that are no less favorable to Borrower than would be obtained in an arm's length transaction with a non-affiliated Person, (b) sales of Borrower's equity securities in bona fide venture financing transactions not otherwise prohibited by Section 7.1(l), (c) the incurrence of Subordinated Debt, and (d) commercially reasonable and customary compensation arrangements with Borrower's employees, officers, directors, and managers approved by Borrower's Board of Directors or by Lender in writing.
- 4.12** Not make any payment in respect of any Subordinated Debt or permit any of its Subsidiaries to make any such payment, except in compliance with the terms of the applicable subordination agreement in favor of Lender, or amend any provision contained in any documentation relating to the Subordinated Debt without Lender's prior written consent; provided, that, notwithstanding anything to the contrary in any subordination agreement in favor of Lender with respect to the Convertible Notes, Borrower may pay the amounts owed by Borrower to the holders of the Convertible Notes pursuant to the terms of such Convertible Notes (as the same may be amended from time to time) or the Note Conversion Agreement in the event that either (i) Borrower consummates an initial public offering of its equity interests (an "IPO") on or prior to July 27, 2025 or (ii) an IPO is not consummated on or prior to July 27, 2025.
- 4.13** (a) Notify Lender with the delivery of its next Compliance Certificate thereafter, if Borrower hereafter obtains any interest in any patents, trademarks or licenses that are significant in value or are material to the conduct of its business, or (b) notify Lender at least 20 days prior to the filing of any applications or registrations with the United States Copyright Office, including the title of such intellectual property rights to be registered, as such title will appear on such applications or registrations, and the date such applications or registrations will be filed, and prior to the filing of any such applications or registrations, shall execute such documents as Lender may reasonably request for Lender to maintain its perfection in such intellectual property rights to be registered by Borrower, and upon the request of Lender, shall file such documents simultaneously with the filing of any such applications or registrations.
- 4.14** Provide the following financial information and statements in form and content acceptable to Lender, and such additional information as reasonably requested by Lender from time to time. Lender has the right to require Borrower to deliver financial information and statements to Lender more frequently than otherwise provided below, and to use such additional information and statements to measure any applicable financial covenants in this Agreement.
- (a) Within 180 days of the fiscal year end, the annual financial statements of Borrower, certified and dated by an authorized financial officer. These financial statements must be audited (with an opinion satisfactory to Lender in its reasonable discretion) by a Certified Public Accountant acceptable to Lender. The statements shall be prepared on a consolidated basis.
 - (b) No later than (i) 45 days after the end of each calendar quarter for any Reduced Reporting Period, and (ii) for all other periods, 30 days after the end of each month (including, in each case, the last period in each fiscal year), monthly or quarterly financial statements of Borrower (as applicable), certified and dated by an authorized financial officer. The statements shall be prepared on a consolidated basis.
 - (c) Promptly, upon sending or receipt, copies of any management letters and correspondence relating to management letters, sent or received by Borrower to or from Borrower's auditor. If no management letter is prepared, Borrower shall, upon Lender's request, obtain a letter from such auditor stating that no deficiencies were noted that would otherwise be addressed in a management letter.
 - (d) If applicable, copies of the Form 10-K Annual Report, Form 10-Q Quarterly Report and Form 8-K Current Report for Borrower concurrent with the date of filing with the Securities and Exchange Commission.
 - (e) Annual board-approved financial projections and operating budgets specifying the assumptions used in creating the projections and budgets. Annual board-approved projections and budgets shall in any case be provided to Lender no later than 60 days after the beginning of each fiscal year.

- (f) (x) For any Reduced Reporting Period, within 45 days after the end of each calendar quarter, and (y) for all other periods, within 30 days of the end of each month, a Compliance Certificate of Borrower, signed by an authorized financial officer and setting forth (i) the information and computations (in sufficient detail) to establish compliance with all financial covenants at the end of the period covered by the financial statements then being furnished and (ii) whether there existed as of the date of such financial statements and whether there exists as of the date of the certificate, any default under this Agreement and, if any such default exists, specifying the nature thereof and the action Borrower is taking and proposes to take with respect thereto.
 - (g) (i) For any Reduced Reporting Period, within 45 days after the end of each calendar quarter, and (ii) for all other periods, within 15 days after the end of each calendar month, a roll forward borrowing base certificate, in form and substance satisfactory to Lender, setting forth Eligible Receivables and Receivable Amounts thereof as of the last day of the preceding calendar month or calendar quarter (as applicable).
 - (h) (i) For any Reduced Reporting Period, within 45 days after the end of each calendar quarter, and (ii) for all other periods, within 15 days after the end of each calendar month, a detailed aging of Borrower's Receivables by invoice date, together with payable aging, sales or billing journal, cash receipts report, and such other matters as Lender may request.
 - (i) Upon Lender's request, copies of invoices along with supporting purchase orders, proof-of-delivery and acceptance documentation.
 - (j) within 30 days after the last day of each month, monthly bank statements for each Outside Account.
 - (k) Within one business day of receipt by Borrower, a copy of any Redemption Request.
 - (l) Promptly upon Lender's request, such other books, records, statements, lists of property and accounts, budgets, forecasts or reports as to Borrower and as to each Guarantor as Lender may request.
- 4.15** Maintain all of its and its Subsidiaries' (other than Foreign Subsidiaries) depository and operating accounts and investment accounts with Lender and utilize Lender's International Banking Division for foreign currency wires, foreign exchange, hedging, swaps and letter of credit activity; provided, however, that Borrower shall be permitted to maintain (a) its existing payment processing accounts with Stripe and SwipeSum (the "**Payment Processing Accounts**") so long as the balances in such accounts are swept to the Collection Account no less frequently than every five (5) business days and (b) deposit accounts with financial institutions other than Lender (the "**Outside Accounts**"), so long as (i) the aggregate balance of Borrower's unrestricted cash on deposit with Lender is not less than \$75,000,000 and (ii) such Outside Accounts are, at all times, subject to a deposit account control agreement, in form and substance acceptable to Lender, duly executed by Borrower and such financial institutions where such deposit accounts are maintained. The provisions of the previous sentence shall not apply to (i) the Payment Processing Accounts, (ii) any deposit accounts located outside of the United States that are being utilized by a Foreign Subsidiary or (iii) deposit accounts exclusively used for payroll, payroll taxes, and other employee wage and benefit payments to or for the benefit of Borrower's employees and identified to Lender by Borrower as such.
- 4.16** [Reserved.]
- 4.17** Promptly provide to Lender such additional information and documents regarding the finances, properties, business or books and records of Borrower or any Guarantor or any other obligor as Lender may reasonably request.
- 4.18** Maintain Borrower's financial condition as follows in accordance with GAAP and used consistently with prior practices (except to the extent modified by the definitions herein):
- (a) Adjusted Quick Ratio, tested as of (i) for any Reduced Reporting Period, as of the end of each calendar quarter, and (ii) for all other periods, the end of each month, not at any time less than 1.35 to 1.00; provided, that, solely after consummation of the IPO, compliance with the Adjusted Quick Ratio shall only be required during a Compliance Period, in which case such financial covenant shall be tested as of the last day of the then most recently completed fiscal period for which financial statements have been delivered and for each fiscal period end thereafter until the Compliance Period ends.
- 4.19** Not permit Maximum Effort or QuickFrame Inc. ("**QuickFrame**") to own or hold any material assets or property, or conduct, transact or otherwise engage in, or commit to conduct, transact or otherwise engage in, any material

business or operations, unless Borrower has caused Maximum Effort or QuickFrame, as applicable, to provide to Lender a joinder to this Agreement to become a co-borrower hereunder, together with such appropriate financing statements and/or control agreements, all in form and substance satisfactory to Lender (including being sufficient to grant Lender a first priority lien (subject to Permitted Liens) in and to the assets of Maximum Effort or QuickFrame, as applicable.), (b) provided to Lender appropriate certificates and powers (to the extent the beneficial ownership interest in Maximum Effort or QuickFrame, as applicable, is certificated) and financing statements, pledging all of the direct or beneficial ownership interest in Maximum Effort or QuickFrame, as applicable, in form and substance satisfactory to Lender; and (c) provided to Lender all other documentation in form and substance satisfactory to Lender, which in its opinion is appropriate with respect to the execution and delivery of the applicable documentation referred to above.

4.20 Execute any further instruments and take further action as Lender reasonably requests to perfect or continue Lender's lien in the Collateral or to effect the purposes of this Agreement.

5. SECURITY INTEREST. To secure the prompt payment and performance to Lender of all of the Obligations, Borrower hereby grants to Lender a continuing security interest in the Collateral. Borrower is not authorized to sell, assign, transfer or otherwise convey any Collateral without Lender's prior written consent, except for (a) the sale of finished inventory in Borrower's usual course of business and (b) other Permitted Transfers. Borrower agrees to sign any instruments and documents requested by Lender to evidence, perfect, or protect the interests of Lender in the Collateral. Borrower agrees to deliver to Lender the originals of all instruments, chattel paper and documents evidencing or related to Receivables and Collateral upon Lender's reasonable request. Borrower shall not grant or permit any lien or security in the Collateral or any interest therein other than Permitted Liens.

Regardless of the terms of any Credit Card Services Agreement, Borrower agrees that any amounts Borrower owes Lender thereunder shall be deemed to be Obligations hereunder and that it is the intent of Borrower and Lender to have all such Obligations secured by a continuing security interest in all presently existing and hereafter acquired or arising Collateral. Upon termination of this Agreement, all Obligations with respect to Credit Card Services shall be secured by unencumbered cash in such amounts (to be not less than one hundred five percent (105%) of the amount of such Credit Card Services) and on terms reasonably acceptable to Lender, and, effective as of such termination date, the balance in any deposit accounts held by Lender and the certificates of deposit issued by Lender in Borrower's name (and any interest paid thereon or proceeds thereof, including any amounts payable upon the maturity or liquidation of such certificates), shall automatically secure such obligations to the extent of the then outstanding Credit Card Services; and Borrower authorizes Lender to hold such balances in pledge and to decline to honor any drafts thereon or any requests by Borrower or any other Person to pay or otherwise transfer any part of such balances for so long as the Credit Card Services continue.

6. POWER OF ATTORNEY. Borrower irrevocably appoints Lender and its successors and as true and lawful attorney in fact, and authorizes Lender (a) to, whether or not there has been an Event of Default, (i) notify all Account Debtors with respect to the Receivables to pay Lender directly; (ii) receive and open all mail addressed to Borrower for the purpose of collecting the Receivables; (iii) endorse Borrower's name on any checks or other forms of payment on the Receivables; (iv) execute on behalf of Borrower any and all instruments, documents, financing statements and the like to perfect Lender's interests in the Receivables and Collateral; (v) debit any of Borrower's deposit accounts maintained with Lender for any and all Obligations due under this Agreement; and (vi) do all acts and things necessary or expedient, in furtherance of any such purposes, and (b) to, upon the occurrence and during the continuance of an Event of Default, (i) demand, collect, receive, sue, and give releases to any Account Debtor for the monies due or which may become due upon or with respect to the Receivables and to compromise, prosecute, or defend any action, claim, case or proceeding relating to the Receivables, including the filing of a claim or the voting of such claims in any bankruptcy case, all in Lender's name or Borrower's name, as Lender may choose; (ii) prepare, file and sign Borrower's name on any notice, claim, assignment, demand, draft, or notice of or satisfaction of lien or mechanics' lien or similar document; and (iii) sell, assign, transfer, pledge, compromise, or discharge the whole or any part of the Receivables. Upon the occurrence and continuation of an Event of Default, all of the power of attorney rights granted by Borrower to Lender hereunder shall be applicable with respect to all Receivables and all Collateral.

7. DEFAULT AND REMEDIES.

7.1 Events of Default. The occurrence of any one or more of the following shall constitute an Event of Default hereunder.

- (a) **Failure to Pay.** Borrower fails to make a payment when due under this Agreement.
- (b) **Lien Priority.** Lender fails to have an enforceable first lien (except for Permitted Liens that are permitted pursuant to the terms of this Agreement to have superior priority to Lender's lien in this Agreement and any prior liens disclosed to Lender on the Closing Date to which Lender has consented in writing) on or security interest in the Collateral.

- (c) **False Information.** Borrower (or any Guarantor) has given Lender any materially false or misleading information or representations or has failed to disclose any material fact relating to the subject matter of this Agreement.
- (d) **[Reserved.]**
- (e) **Bankruptcy.** Borrower (or any Guarantor) files a bankruptcy petition; a bankruptcy petition is filed against Borrower (or any Guarantor); or Borrower (or any Guarantor) makes a general assignment for the benefit of creditors.
- (f) **Receivers.** A receiver or similar official is appointed for a substantial portion of Borrower's (or any Guarantor's) business, or the business is terminated.
- (g) **Judgments.** Any final judgments or arbitration awards (not covered by independent third-party insurance as to which liability has been accepted by such insurance carrier) are entered against Borrower (or any Guarantor), or Borrower (or any Guarantor) enters into any settlement agreements with respect to any litigation or arbitration and the aggregate amount of all such judgments, awards, and agreements exceeds \$250,000.
- (h) **Material Adverse Change.** A Material Adverse Change occurs, or is reasonably likely to occur.
- (i) **Cross-default.** Any default occurs under any agreement in connection with any credit Borrower (or any Guarantor) or any of Borrower's Affiliates has obtained from anyone else or which Borrower (or any Guarantor) or any of Borrower's Affiliates has guaranteed (other than trade amounts payable incurred in the ordinary course of business and not more than 60 days past due), which default would result in a right by a third party, whether or not exercised, to accelerate the maturity of any indebtedness in an amount individually or in the aggregate in excess of \$300,000 or which could result in a Material Adverse Change.
- (j) **Default under Related Documents.** Any default occurs and continues under any guaranty, subordination agreement, security agreement, deed of trust, mortgage, or other document required by or delivered in connection with this Agreement or any such document is no longer in effect other than pursuant to its terms.
- (k) **Other Agreements.** Borrower (or any Guarantor) or any of Borrower's Affiliates fails to meet the conditions of, or fails to perform any obligation under any other agreement Borrower (or any Guarantor) or any of Borrower's Affiliates has with Lender or any Affiliate of Lender.
- (l) **Change of Control.** The holders of the capital ownership of Borrower as of the Closing Date cease to own and control, directly and indirectly, at least fifty-one percent (51%) of the capital ownership of Borrower (other than as a result of the sale of Borrower's equity securities in a public offering, SPAC transaction, or to venture capital or private equity investors so long as Borrower identifies to Lender the venture capital or private equity investors at least seven (7) business days prior to the closing of the transaction and provides to Lender a description of the material terms of the transaction).
- (m) **Other Breach Under Agreement.** (i) Borrower fails to meet the conditions of, or fails to perform any obligation under, any term of Section 4 of this Agreement not specifically referred to above, or (ii) Borrower fails to meet the conditions of, or fails to perform any obligation under, any other term of this Agreement not specifically referred to above and, as to any such failure that can be cured, has failed to cure such failure within 30 days after the occurrence thereof, provided that no Credit Extensions shall be made during any such cure period.

7.2 Remedies. Upon the occurrence and during the continuance of an Event of Default, (1) without implying any obligation to do so, Lender may cease making Credit Extensions or extending any other financial accommodations to Borrower; (2) all or a portion of the Obligations shall be, at the option of and upon demand by Lender, or with respect to an Event of Default described in Section 7.1(e), automatically and without notice or demand, due and payable in full; and (3) Lender shall have and may exercise all the rights and remedies under this Agreement and under applicable law, including the rights and remedies of a secured party under the UCC, all the power of attorney rights described in Section 6 with respect to all Collateral, and the right to collect, dispose of, sell, lease, use, and realize upon all Receivables and all Collateral in any commercially reasonable manner.

8. ACCRUAL OF INTEREST. All interest and finance charges hereunder calculated at an annual rate shall be based on a year of 360 days, which results in a higher effective rate of interest than if a year of 365 or 366 days were used. Lender

may charge interest, finance charges and fees based upon the projected amounts thereof as of the due dates therefor, and adjust subsequent charges to account for the actual accrued amounts. If any amount due under Section 2.2, amounts due under Section 9, and any other Obligations not otherwise bearing interest hereunder is not paid when due, such amount shall bear interest at a per annum rate equal to the Finance Charge Percentage until the earlier of (i) payment in good funds or (ii) entry of a trial judgment thereof, at which time the principal amount of any money judgment remaining unsatisfied shall accrue interest at the highest rate allowed by applicable law.

9. FEES, COSTS AND EXPENSES; INDEMNIFICATION. Borrower will pay to Lender upon demand all fees, costs and expenses (including invoiced fees of attorneys and professionals and their costs and expenses) that Lender incurs or may from time to time impose in connection with any of the following: (a) preparing, negotiating, administering, and enforcing this Agreement or any other agreement executed in connection herewith, including any amendments, waivers or consents in connection with any of the foregoing, (b) any litigation or dispute (whether instituted by Lender, Borrower or any other Person) in any way relating to the Receivables, the Collateral, this Agreement or any other agreement executed in connection herewith or therewith, (c) enforcing any rights against Borrower or any Guarantor, or any Account Debtor, (d) protecting or enforcing its interest in the Receivables or the Collateral, (e) collecting the Receivables and the Obligations, or (f) the representation of Lender in connection with any bankruptcy case or insolvency proceeding involving Borrower, any Receivable, the Collateral, any Account Debtor, or any Guarantor. Borrower shall indemnify and hold Lender harmless from and against any and all claims, actions, damages, costs, expenses, and liabilities of any nature whatsoever arising in connection with any of the foregoing, in each case, other than those directly caused by the willful misconduct or gross negligence of Lender.

10. INTEGRATION, SEVERABILITY WAIVER, CHOICE OF LAW, FORUM AND VENUE.

10.1 This Agreement and any related security or other agreements required by this Agreement, collectively: (a) represent the sum of the understandings and agreements between Lender and Borrower concerning this credit; (b) replace any prior oral or written agreements between Lender and Borrower concerning this credit; and (c) are intended by Lender and Borrower as the final, complete and exclusive statement of the terms agreed to by them. In the event of any conflict between this Agreement and any other agreements required by this Agreement, this Agreement will prevail. If any provision of this Agreement is deemed invalid by reason of law, this Agreement will be construed as not containing such provision and the remainder of the Agreement shall remain in full force and effect. Lender retains all of its rights, even if it makes a Credit Extension after a default. If Lender waives a default, it may enforce a later default. Any consent or waiver under, or amendment of, this Agreement must be in writing, and no such consent, waiver, or amendment shall imply any obligation by Lender to make any subsequent consent, waiver, or amendment.

10.2 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA. THE PARTIES HERETO AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER RELATED DOCUMENTS SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF SANTA CLARA, CALIFORNIA, OR, AT THE SOLE OPTION OF LENDER, IN ANY OTHER COURT IN WHICH LENDER SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS JURISDICTION OVER THE SUBJECT MATTER AND PARTIES IN CONTROVERSY. EACH PARTY HERETO WAIVES ANY RIGHT TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION AND STIPULATES THAT THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF SANTA CLARA, CALIFORNIA SHALL HAVE IN PERSONAM JURISDICTION AND VENUE OVER EACH SUCH PARTY FOR THE PURPOSE OF LITIGATING ANY SUCH DISPUTE, CONTROVERSY, OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR ANY OTHER RELATED DOCUMENTS. SERVICE OF PROCESS SUFFICIENT FOR PERSONAL JURISDICTION IN ANY ACTION AGAINST BORROWER MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ITS ADDRESS SPECIFIED FOR NOTICES PURSUANT TO SECTION 11.

11. NOTICES; TELEPHONIC AND TELEFAX AUTHORIZATIONS. All notices shall be given to Lender and Borrower at the addresses (physical or email) or faxes set forth on the signature page of this agreement and shall be deemed to have been delivered and received: (a) if mailed, three (3) calendar days after deposited in the United States mail, first class, postage pre-paid, (b) one (1) calendar day after deposit with an overnight mail or messenger service; or (c) on the same date of confirmed transmission if sent by hand delivery, email, telecopy, telefax or telex. Lender may honor email, telephone or telefax instructions for Advances or repayments given, or purported to be given, by any one of the Authorized Persons. Borrower will indemnify and hold Lender harmless from all liability, loss, and costs in connection with any act resulting from email, telephone or telefax instructions Lender reasonably believes are made by any Authorized Person. This paragraph will survive this Agreement's termination, and will benefit Lender and its officers, employees, and agents.

12. DEFINITIONS AND CONSTRUCTION.

12.1 Definitions. In this Agreement:

“Account Balance” means at any time the aggregate of the Advances outstanding as reflected on the records maintained by Lender, together with any past due Finance Charges thereon.

“Account Debtor” has the meaning in the UCC and includes any Person liable on any Receivable, including without limitation, any guarantor of any Receivable and any issuer of a letter of credit or banker's acceptance assuring payment thereof.

“Adjusted Quick Ratio” means, as of any date of determination, (a) the sum of (i) Borrower's unrestricted cash maintained with Lender plus (ii) the Eligible Receivable Amount, divided by (b) the sum of (i) all outstanding Advances plus (ii) accounts payable aged over 60 days from invoice date.

“Adjustments” means all discounts, allowances, disputes, offsets, defenses, rights of recoupment, rights of return, warranty claims, or short payments, asserted by or on behalf of any Account Debtor with respect to any Receivable.

“Advance” means an advance made by Lender to Borrower under this Agreement. For the avoidance of doubt, use of the Credit Card Facility does not constitute an Advance under this Agreement.

“Advance Rate” means eighty-five percent (85%) or such greater or lesser percentage as Lender may from time to time establish in its good faith business discretion upon notice to Borrower.

“Advance Request” means a writing in form and substance satisfactory to Lender and signed by an Authorized Person requesting an Advance.

“Affiliate” means, as to any Person, any other Person directly or indirectly controlling or controlled by, or under direct or indirect common control with, such Person.

“Agreement” means this Amended and Restated Business Financing Agreement.

“Authorized Person” means any one of the individuals authorized to sign on behalf of Borrower, and any other individual designated by any one of such authorized signers.

“Benchmark Replacement” has the meaning set forth in Section 2.3 of this Agreement.

“Benchmark Replacement Conforming Changes” means, with respect to any Benchmark Replacement, any technical, administrative or operational changes, such as changes to the definitions of “Business Day,” any interest period, or timing and frequency of determining rates and making payments of interest, that Lender decides may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof in a manner substantially consistent with market practice (or, if Lender decides that adoption of any portion of such market practice is not administratively feasible or if Lender determines that no market practice for the administration of such Benchmark Replacement exists, in such other manner of administration as Lender decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

“Big 5 and Fortune 500 Foreign Receivable” means a Receivable owing from an Account Debtor that is (or is owned by) (i) WPP Group, Omnicom Group, Publicis, Interpublic, or Dentsu, or (ii) any company that is on the *Fortune* Global 500 list or similar types of companies.

“Borrower's Account” means Borrower's general operating account maintained with Lender, into which all Advances will be deposited unless otherwise instructed by Borrower in writing.

“Borrowing Base” means at any time (a) the Eligible Receivable Amount multiplied by the Advance Rate minus (b) such reserves as Lender may, in its good faith business discretion, deem proper and necessary from time to time; provided, that, notwithstanding anything to the contrary contained in this Agreement or any other Loan Document, Eligible Uninsured Foreign Receivables shall not constitute more than twenty percent (20%) of the Borrowing Base.

“Cash Equivalents” means (a) marketable direct obligations issued or unconditionally guaranteed by the United States of America or any agency or any State thereof maturing within one (1) year from the date of acquisition thereof, (b) commercial paper maturing no more than one (1) year from the date of creation thereof and currently having rating of at least A-2 or P-2 from either Standard & Poor's Corporation or Moody's Investors Service, (c) certificates of deposit maturing no more than one (1) year from the date of investment therein issued by Lender

and (d) money market funds the assets of which constitute Cash Equivalents of the kinds described in clauses (a) through (c) of this definition.

“Collateral” means all of Borrower’s rights and interest in any and all personal property, whether now existing or hereafter acquired or created and wherever located, and all products and proceeds thereof and accessions thereto, including but not limited to the following (collectively, the **“Collateral”**): (a) all accounts (including health care insurance receivables), chattel paper (including tangible and electronic chattel paper), inventory (including all goods held for sale or lease or to be furnished under a contract for service, and including returns and repossessions), equipment (including all accessions and additions thereto), instruments (including promissory notes), investment property (including securities and securities entitlements), documents (including negotiable documents), deposit accounts, letter of credit rights, money, any commercial tort claim of Borrower which is now or hereafter identified by Borrower or Lender, general intangibles (including intellectual property, payment intangibles and software), goods (including fixtures) and all of Borrower’s books and records with respect to any of the foregoing, and the computers and equipment containing said books and records; and (b) any and all cash proceeds and/or noncash proceeds thereof, including without limitation, insurance proceeds, and all supporting obligations and the security therefore or for any right to payment. Notwithstanding the foregoing, the Collateral shall not include (i) rights of Borrower as a licensee to the extent the granting of a security interest therein (A) would be contrary to applicable law or (B) is prohibited by or would constitute a default under any agreement or document governing such property (but only to the extent such prohibition is enforceable under applicable law); provided that upon the termination or lapsing of any such restriction or prohibition, such property shall automatically be part of the Collateral; (ii) any intent-to-use trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise; and (iii) more than sixty-five percent (65%) of the presently existing and hereafter arising issued and outstanding shares of capital stock owned by Borrower of any Foreign Subsidiary which shares entitle the holder thereof to vote for directors or any other matter (but only to the extent that the granting of a security interest in more than sixty-five percent (65%) of such shares would result in adverse tax consequences to Borrower); provided that the provisions of this paragraph shall in no case exclude from the definition of “Collateral” any Receivables, proceeds of the disposition of any property, or general intangibles consisting of rights to payment, all of which shall at all times constitute “Collateral”.

“Collection Account” means the deposit account maintained with Lender which, pursuant to the Lockbox Agreement, all Collections received in the Lockbox are to be deposited, and as to which Borrower has no right to withdraw funds.

“Collections” means all payments from or on behalf of an Account Debtor with respect to Receivables.

“Compliance Certificate” means a certificate in the form attached as Exhibit A to this Agreement by an Authorized Person that, among other things, the representations and warranties set forth in this Agreement are true and correct as of the date such certificate is delivered.

“Compliance Period” means the period commencing on the date that unrestricted cash of Borrower maintained at Lender is less than \$35,000,000 and ending on the date on which unrestricted cash of Borrower at Lender exceeds such amount.

“Convertible Notes” means, collectively, (a) that certain Subordinated Convertible Promissory Note, dated as of February 24, 2023, made by Borrower to 2015-P Series of Sylvina Capital LP in the original principal amount of \$5,000,000, (b) that certain Subordinated Convertible Promissory Note, dated as of January 27, 2023, made by Borrower to Bonfire Ventures Select II, L.P. in the original principal amount of \$2,000,000, (c) that certain Subordinated Convertible Promissory Note, dated as of February 9, 2023, made by Borrower to BulIVC Fund, LLC in the original principal amount of \$5,000,000, (d) that certain Subordinated Convertible Promissory Note, dated as of January 30, 2023, made by Borrower to Daher Capital Ltd. in the original principal amount of \$3,000,000, (e) that certain Subordinated Convertible Promissory Note, dated as of January 27, 2023, made by Borrower to Grant Ries in the original principal amount of \$1,000,000, (f) that certain Subordinated Convertible Promissory Note, dated as of January 30, 2023, made by Borrower to Gray’s Creek Capital Partners Fund I, LP in the original principal amount of \$1,000,000, (g) that certain Subordinated Convertible Promissory Note, dated as of January 27, 2023, made by Borrower to Greycroft Growth III, L.P. in the original principal amount of \$12,500,000, (h) that certain Subordinated Convertible Promissory Note, dated as of January 30, 2023, made by Borrower to Hadi Partovi Investments LLC in the original principal amount of \$2,000,000, (i) that certain Subordinated Convertible Promissory Note, dated as of January 27, 2023, made by Borrower to Jeffrey and Liesl Wilke Revocable Trust in the original principal amount of \$1,000,000, (j) that certain Subordinated Convertible Promissory Note, dated as of February 28, 2023, made by Borrower to Mercato Partners Growth AI III, L.P. in the original principal amount of \$36,077.94, (k) that certain Subordinated Convertible Promissory Note, dated as of February 8, 2023, made by Borrower to Mercato Partners Growth III, L.P. in the original principal amount of \$963,922.06, (l) that certain Subordinated Convertible Promissory Note, dated as of February 27, 2023, made by Borrower to Mohammad Hassan Afkham-Ebrahimi in the original principal amount of \$1,000,000, (m) that certain

Subordinated Convertible Promissory Note, dated as of May 4, 2023, made by Borrower to IAG Fund III, LP in the original principal amount of \$10,000,000, (n) that certain Subordinated Convertible Promissory Note, dated as of May 8, 2023, made by Borrower to Staley Capital SPV Opportunity Funds, L.P. in the original principal amount of \$2,600,000 and (o) any other promissory note issued pursuant to that certain Note and Warrant Purchase Agreement, dated as of January 27, 2023, by and among Borrower, the lenders from time to time party thereto for which Lender has received a subordination agreement, in form and substance acceptable to Lender duly executed by the payee under such promissory note, as may be amended from time to time.

"Credit Card Facility" means a facility for Credit Card Services, as set forth in Section 1.9, in an aggregate amount not to exceed the Credit Card Limit.

"Credit Card Limit" means \$5,000,000 or such greater amount as is approved by Lender in writing.

"Credit Card Services" are any products, credit services and/or financial accommodations relating to credit cards and/or other cash management services previously, now, or hereafter provided to Borrower or any of its Subsidiaries by Lender or any Lender Affiliate.

"Credit Card Services Agreements" are any agreements, instruments or documents relating to Credit Card Services.

"Credit Extension" means any Advance, use of the Credit Card Facility, or any other extension of credit by Lender for Borrower's benefit.

"Credit Limit" means \$50,000,000, which is intended to be the maximum amount of Advances at any time outstanding as such amount may be increased from time to time pursuant to Section 1.13.

"Default" means any Event of Default or any event that with notice, lapse of time or otherwise would constitute an Event of Default.

"Deferred Revenue" is all amounts received or invoiced, as appropriate, in advance of performance under contracts and not yet recognized as revenue.

"Domestic Subsidiary" shall mean a Subsidiary organized under the laws of the United States or any state or territory thereof or the District of Columbia.

"Eligible Foreign Receivable" means a Receivable owing from an Account Debtor located in a foreign country other than Canada (with the exception of the Province of Quebec) but which is otherwise an Eligible Receivable, and that (a) is an Eligible Insured Foreign Receivable, (b) is an Eligible Uninsured Foreign Receivable, (c) is a Big 5 and Fortune 500 Foreign Receivable, or (d) Lender approves on a case-by-case basis.

"Eligible Insured Foreign Receivable" means a Receivable owing from an Account Debtor located in a foreign country other than Canada (with the exception of the Province of Quebec) but which is otherwise an Eligible Receivable, and (A) the Receivable is supported by an irrevocable letter of credit issued by a bank acceptable to Lender, and if requested by Lender, the original of such letter of credit and/or any usance drafts drawn under such letter of credit and accepted by the issuing or confirming bank have been delivered to Lender; or (B) the Receivable is supported by other insurance, bond or assurance acceptable to Lender.

"Eligible Receivable" means a Receivable that satisfies all of the following:

- (a) The Receivable has been created by Borrower in the ordinary course of Borrower's business and without any obligation on the part of Borrower to render any further performance.
- (b) There are no conditions which must be satisfied before Borrower is entitled to receive payment of the Receivable, and the Receivable does not arise from COD sales, consignments, bill and hold, or guaranteed sales.
- (c) The Account Debtor upon the Receivable does not claim any defense to payment of the Receivable, whether well founded or otherwise (but only to the extent of such claim).
- (d) The Receivable is not the obligation of an Account Debtor who has asserted or may reasonably be expected to assert any counterclaims or offsets against Borrower (including offsets for any "contra

accounts" owed by Borrower to the Account Debtor for goods purchased by Borrower or for services performed for Borrower) (but only to the extent of such counterclaims or offsets).

- (e) The Receivable represents a genuine obligation of the Account Debtor and to the extent any credit balances exist in favor of the Account Debtor, such credit balances shall be deducted in calculating the Receivable Amount.
- (f) Borrower has sent an invoice to the Account Debtor in the amount of the Receivable and Borrower has not permitted payment terms beyond 120 days unless otherwise approved by Lender in writing in its sole discretion on a case-by-case basis.
- (g) Borrower is not prohibited by the laws of the jurisdiction where the Account Debtor is located from bringing an action in the courts of that jurisdiction to enforce the Account Debtor's obligation to pay the Receivable. Borrower has taken all appropriate actions to ensure access to the courts of the jurisdiction where Account Debtor is located, including, where necessary; the filing of a Notice of Business Activities Report or other similar filing with the applicable government agency or the qualification by Borrower as a foreign corporation authorized to transact business in such jurisdiction.
- (h) The Receivable is owned by Borrower free of any title defects or any liens or interests of others except the security interest in favor of Lender, and Lender has a perfected, first priority security interest in such Receivable.
- (i) The Account Debtor on the Receivable is not any of the following: (1) an employee, Affiliate, parent or Subsidiary of Borrower, or any Person which has common officers or directors with Borrower; (2) the U.S. government or any agency or department of the U.S. government unless Borrower complies with the procedures in the Federal Assignment of Claims Act of 1940 (41 U.S.C. §15) with respect to the Receivable, and the underlying contract expressly provides that neither the U.S. government nor any agency or department thereof shall have the right of set-off against Borrower or as otherwise approved by Lender in writing in its sole discretion on a case-by-case basis; (3) any Person located in a foreign country other than Canada (with the exception of the Province of Quebec) unless the Receivable is an Eligible Foreign Receivable; or (4) an Account Debtor as to which twenty-five percent (25%) or more of the aggregate dollar amount of all outstanding Receivables owing from such Account Debtor have not been paid within 120 days from invoice date.
- (j) The Receivable is not in default (a Receivable will be considered in default if any of the following occur: (i) the Receivable is not paid within 120 days from its invoice date; (ii) the Account Debtor obligated upon the Receivable suspends business, makes a general assignment for the benefit of creditors, or fails to pay its debts generally as they come due; or (iii) any petition is filed by or against the Account Debtor obligated upon the Receivable under any bankruptcy law or any other law or laws for the relief of debtors).
- (k) The Receivable does not arise from the sale of goods which remain in Borrower's possession or under Borrower's control.
- (l) The Receivable is not a bonded Receivable and does not constitute a prebilling, prepaid deposit, retention billing or progress billing.
- (m) [Reserved].
- (n) The Receivable is not evidenced by a promissory note or chattel paper, nor is the Account Debtor obligated to Borrower under any other obligation which is evidenced by a promissory note.
- (o) The Receivable is not that portion of Receivables due from an Account Debtor which is in excess of thirty-five percent (35%) of Borrower's aggregate dollar amount of all outstanding Receivables.
- (p) The Receivable is not a Receivable owing to QuickFrame, unless (i) Borrower has consummated the acquisition of QuickFrame in accordance with Section 4.1, and (ii) Lender has completed a collateral audit satisfactory to Lender with respect to the Receivables owing to QuickFrame.
- (q) The Receivable is otherwise acceptable to Lender.

"Eligible Receivable Amount" means at any time the sum of the Receivable Amounts of the Eligible Receivables.

"Eligible Uninsured Foreign Receivable" means a Receivable owing from an Account Debtor located in a foreign country other than Canada (with the exception of the Province of Quebec) but which is otherwise an Eligible Receivable, and is not an Eligible Insured Foreign Receivable or a Big 5 and Fortune 500 Foreign Receivable.

"Equipment" is the Employee Retirement Income Security Act of 1974, and its regulations.

"Event of Default" has the meaning set forth in Section 7.1.

"Extension Milestone" means that Borrower has delivered evidence satisfactory to Lender that Borrower has obtained proceeds, on or about the Closing Date, of at least \$50,000,000 from the sale and issuance of its equity securities in a bona fide equity financing with investors and on terms satisfactory to Lender. Lender acknowledges and agrees that an equity financing consummated in accordance with that certain Summary of Terms for Purchase of Series D Preferred Stock dated as of September 13, 2021, between Borrower and BlackRock shall be deemed satisfactory to Lender for purposes of determining whether Borrower has satisfied the Extension Milestone and that the proceeds received in such equity financing shall be applied to the amount required to satisfy the Extension Milestone.

"Finance Charge" means an interest amount equal to the Finance Charge Percentage of the ending daily Account Balance for the relevant period.

"Finance Charge Percentage" means a floating rate per year equal to Term SOFR plus three percentage points (3.00%), plus an additional three percentage points (3.00%) during any period that an Event of Default has occurred and is continuing.

"Floor" means 1% per annum.

"Foreign Subsidiary" means any Subsidiary that is not a Domestic Subsidiary.

"GAAP" means generally accepted accounting principles consistently applied and used consistently with prior practices.

"Governmental Approval" is any consent, authorization, approval, order, license, franchise, permit, certificate, accreditation, registration, filing or notice, of, issued by, from or to, or other act by or in respect of, any Governmental Authority.

"Governmental Authority" is any nation or government, any state or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative functions of or pertaining to government, any securities exchange and any self-regulatory organization.

"Guarantor" means any guarantor of the Obligations.

"Lender" means WESTERN ALLIANCE BANK, an Arizona corporation, and its successors and assigns.

"Letter of Credit" has the meaning set forth in Section 1.8.

"Letter of Credit Obligations" means, at any time, the sum of, without duplication, (i) the maximum amount available to be drawn on all outstanding Letters of Credit issued by Lender or by Lender's Affiliate and (ii) the aggregate amount of all amounts drawn and unreimbursed with respect to Letters of Credit issued by Lender or by Lender's Affiliate.

"Letter of Credit Sublimit" means \$4,500,000.

"Lockbox" is defined in the Lockbox Agreement.

"Lockbox Agreement" is defined in Section 1.4(a).

"Material Adverse Change" means a material adverse change in (i) the business operations, condition (financial or otherwise) or prospects of Borrower (or any Guarantor) and its Subsidiaries taken as a whole or (ii) the ability of Borrower to repay the Obligations or otherwise perform its obligations under the Loan Documents or (iii) the value or priority of Lender's security interests in the Collateral.

“Maturity Date” means (a) May 28, 2029, or (b) such earlier date as Lender shall have declared the Obligations immediately due and payable pursuant to Section 7.2.

“Maximum Effort” means Maximum Effort Marketing, LLC, a Delaware limited liability company and wholly-owned Subsidiary of Borrower.

“Month End” means the last calendar day of each month.

“Note Conversion Agreement” means that certain Omnibus Amendment and Note Conversion Agreement, dated as of April 1, 2025, and as in effect on such date, by and between Borrower and the lenders from time to time party thereto.

“Obligations” means all liabilities and obligations of Borrower to Lender of any kind or nature, present or future, arising under or in connection with this Agreement, any Credit Card Services Agreement, Letter of Credit, or under any other document, instrument or agreement (other than any warrant or equity instrument), whether or not evidenced by any note, guarantee or other instrument, whether arising on account or by overdraft, whether direct or indirect (including those acquired by assignment) absolute or contingent, primary or secondary, due or to become due, now owing or hereafter arising, and however acquired; including, without limitation, all Credit Extensions, Finance Charges, fees, interest, expenses, professional fees and attorneys’ fees.

“Overadvance” means at any time an amount equal to the greater of (a) the amounts (if any) by which the total amount of the outstanding Advances (including deemed Advances with respect to the Letter of Credit Sublimit) exceeds the lesser of the Credit Limit or the Borrowing Base, (b) the amounts (if any) by which the total amount of the outstanding deemed Advances with respect to the Letter of Credit Sublimit exceeds the Letter of Credit Sublimit, or (c) the amounts (if any) by which the total amount of the Credit Card Services exceeds the Credit Card Limit.

“Permitted Indebtedness” means:

- (a) Indebtedness under this Agreement or that is otherwise owed to Lender, including, for the avoidance of doubt, indebtedness under the Credit Card Facility.
- (b) Indebtedness existing on the Closing Date and specifically disclosed in the Perfection Certificate.
- (c) Purchase money indebtedness (including capital leases) incurred to acquire capital assets in the ordinary course of business and not exceeding \$300,000 in total principal amount at any time outstanding.
- (d) Other indebtedness in an aggregate amount not to exceed \$300,000 at any time outstanding; provided that such indebtedness is junior in priority (if secured) to the Obligations and provided that the incurrence of such Indebtedness does not otherwise cause an Event of Default hereunder.
- (e) Unsecured Indebtedness to trade creditors incurred in the ordinary course of business.
- (f) Indebtedness incurred as a result of endorsing negotiable instruments received in the ordinary course of business.
- (g) Reimbursement obligations to Borrower’s employees for ordinary course business expenses made by such employees on behalf of Borrower using their personal credit cards.
- (h) Indebtedness incurred in the refinancing of any indebtedness set forth in (a) through (g) above, provided that the principal amount thereof is not increased or the terms thereof are not modified to impose more burdensome terms upon Borrower.
- (i) Subordinated Debt, which Subordinated Debt includes, without limitation, any Convertible Note pursuant to which Lender has received a subordination agreement, in form and substance acceptable to Lender, duly executed by the holder of such Convertible Note.
- (j) Unsecured indebtedness under business credit cards incurred in the ordinary course of business in an aggregate amount not to exceed \$1,000,000 at any time.
- (k) Other indebtedness approved by Lender in writing in its sole discretion on a case-by-case basis.

- (l) Indebtedness owing pursuant to that certain promissory note, dated as of December 30, 2021, payable to the shareholders of QuickFrame.

"Permitted Investments" means:

- (a) Investments existing on the Closing Date and specifically disclosed in the Perfection Certificate.
- (b) (i) marketable direct obligations issued or unconditionally guaranteed by the United States of America or any agency or any State thereof maturing within one (1) year from the date of acquisition thereof, (ii) commercial paper maturing no more than one (1) year from the date of creation thereof and currently having rating of at least A-2 or P-2 from either Standard & Poor's Corporation or Moody's Investors Service, (iii) certificates of deposit maturing no more than one (1) year from the date of investment therein issued by Lender and (iv) Lender's money market accounts.
- (c) Investments consisting of the endorsement of negotiable instruments for deposit or collection or similar transactions in the ordinary course of Borrower.
- (d) Investments consisting of deposit accounts (but only to the extent that Borrower is permitted to maintain such accounts pursuant to Section 4.15 of this Agreement) in which Lender has a first priority perfected security interest.
- (e) Investments (i) by Borrower in Subsidiaries not to exceed \$250,000 in the aggregate in any fiscal year and (ii) by Subsidiaries in other Subsidiaries or in Borrower.
- (f) Investments consisting of (i) travel advances and employee relocation loans and other employee loans and advances in the ordinary course of business, and (ii) loans to employees, officers or directors relating to the purchase of equity securities of Borrower or its Subsidiaries pursuant to employee stock purchase plans or agreements approved by Borrower's board of directors in an aggregate amount (for both (i) and (ii)) not to exceed \$300,000 at any time outstanding.
- (g) Investments (including debt obligations) received in connection with the bankruptcy or reorganization of customers or suppliers and in settlement of delinquent obligations of, and other disputes with, customers or suppliers arising in the ordinary course of business.
- (h) Investments consisting of notes receivable of, or prepaid royalties and other credit extensions, to customers and suppliers who are not Affiliates, in the ordinary course of business; provided that this paragraph (h) shall not apply to investments of Borrower in any Subsidiary.
- (i) joint ventures or strategic alliances in the ordinary course of Borrower's business consisting of the licensing of technology, the development of technology or the providing of technical support, provided that any cash investments by Borrower do not exceed \$300,000 in the aggregate in any fiscal year.
- (j) Investments consisting of (i) that certain Convertible Promissory Note issued by QuickFrame in favor of Borrower, as in effect on the Closing Date (the **"QuickFrame Note"**) in an original principal amount not to exceed \$3,000,000, (ii) equity securities of QuickFrame, Inc. received by Borrower in connection with the conversion of the QuickFrame Note pursuant to the terms thereof, so long as all equity securities of QuickFrame owned or controlled by Borrower (whether pursuant to the conversion of the QuickFrame Note or otherwise) shall not at any time represent fifty percent (50%) or more of the capital ownership of QuickFrame, Inc. without the prior written consent of Lender, other than in accordance with Section 4.1, and (iii) the acquisition of all or substantially all of the capital stock of QuickFrame in accordance with Section 4.1.

"Permitted Liens" means the following but only with respect to property not consisting of Receivables:

- (a) Liens securing any of the indebtedness described in clauses (a) through (d) of the definition of Permitted Indebtedness.
- (b) Liens for taxes, fees, assessments or other governmental charges or levies, either not delinquent or being contested in good faith by appropriate proceedings, provided the same have no priority over any of Lender's security interests.
- (c) Liens of carriers, warehousemen, suppliers, or other Persons that are possessory in nature arising in the ordinary course of business so long as such liens attach only to inventory, securing liabilities in the aggregate amount not to exceed \$300,000 and which are not delinquent or remain payable without

penalty or which are being contested in good faith and by appropriate proceedings which proceedings have the effect of preventing the forfeiture or sale of the property subject thereto.

- (d) Liens to secure payment of workers' compensation, employment insurance, old-age pensions, social security and other like obligations incurred in the ordinary course of business (other than liens imposed by ERISA).
- (e) Leases or subleases of real property granted in the ordinary course of Borrower's business (or, if referring to another Person, in the ordinary course of such Person's business), and leases, subleases, nonexclusive licenses or sublicenses of personal property (other than intellectual property) granted in the ordinary course of Borrower's business (or, if referring to another Person, in the ordinary course of such Person's business), if the leases, subleases, licenses and sublicenses do not prohibit granting Lender a security interest therein.
- (f) Non-exclusive licenses of intellectual property granted to third parties in the ordinary course of business and licenses of intellectual property that could not result in a legal transfer of title of the licensed property that may be exclusive in respects other than territory and that may be exclusive as to territory only as to discrete geographical areas outside of the United States.
- (g) Liens arising from attachments or judgments, orders, or decrees in circumstances not constituting an Event of Default.
- (h) Liens in favor of other financial institutions arising in connection with Borrower's deposit and/or securities accounts held at such institutions, provided that (i) Lender has a first priority perfected security interest in the amounts held in such deposit and/or securities accounts and (ii) such accounts are permitted to be maintained pursuant to Section 4.15 of this Agreement.
- (i) Liens incurred in connection with the extension, renewal or refinancing of the indebtedness described in clause (h) of the definition of Permitted Indebtedness, provided that any extension, renewal or replacement lien shall be limited to the property encumbered by the existing lien and the principal amount of the indebtedness being extended, renewed or refinanced does not increase.

"Permitted Transfers" has the meaning set forth in Section 4.8.

"Person" means any individual, sole proprietorship, partnership, limited liability company, joint venture, company, trust, unincorporated organization, association, corporation, institution, public benefit corporation, firm, joint stock company, estate, entity or government (whether national, federal, provincial, state, county, city, municipal or otherwise, including any instrumentality, division, agency, body or department thereof), and shall include such Person's successors and assigns.

"Receivable Amount" means as to any Receivable, the amount due from the Account Debtor after deducting all discounts, credits, offsets, payments or other deductions of any nature whatsoever, whether or not claimed by the Account Debtor.

"Receivables" means Borrower's rights to payment arising in the ordinary course of Borrower's business, including accounts, chattel paper, instruments, contract rights, documents, general intangibles, letters of credit, drafts, and banker's acceptances.

"Redemption Request" is any written notice from Borrower's equity holders requesting the redemption of Borrower's equity securities pursuant to Borrower's Amended and Restated Certificate of Incorporation (as amended), or any other request that would result in a mandatory redemption of Borrower's equity securities.

"Reduced Reporting Period" means any calendar quarter in which (a) Borrower's unrestricted cash maintained with Lender is at least \$35,000,000 at all times during such calendar quarter or (b) no Advances were outstanding in such calendar quarter.

"Requirement of Law" is as to any Person, the organizational or governing documents of such Person, and any law (statutory or common), treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"Sixth Amendment Closing Date" means May 9, 2025.

"Subordinated Debt" means indebtedness of Borrower that is expressly subordinated to the indebtedness of Borrower owed to Lender pursuant to a subordination agreement or other subordination terms satisfactory in form and substance to Lender, it being acknowledged that the subordination terms set forth in the Seller Note and Merger Agreement are satisfactory in form and substance to Lender.

"Subsidiary" is, as to any Person, a corporation, partnership, limited liability company or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person. Unless the context otherwise requires, each reference to a Subsidiary herein shall be a reference to a Subsidiary of Borrower.

"Term SOFR Rate" means the 1-month Term SOFR Reference Rate ("**Term SOFR**") which is published for loans in United States Dollars by CME Group Benchmark Administration Limited and is obtained by Lender from Bloomberg Financial Services Systems with the code TSFR1M (or, if no longer available, any similar or successor publication selected by Lender). The Term SOFR Rate shall initially be determined on the date that is two U.S. Government Securities Business Days immediately before the Sixth Amendment Closing Date and shall thereafter be adjusted monthly on the first day of each calendar month to be the Term SOFR determined by Lender to be in effect on the date that is two U.S. Government Securities Business Days prior to the first day of each calendar month. In the event the Term SOFR Rate is changed from time to time hereafter, the applicable rate of interest hereunder shall be increased or decreased, effective as of the day the Term SOFR Rate is changed, by an amount equal to such change in the Term SOFR Rate. All interest chargeable under the Loan Documents shall be computed on the basis of a three hundred sixty (360) day year for the actual number of days elapsed.

"Transfer" has the meaning set forth in Section 4.8.

"UCC" means the California Uniform Commercial Code, as amended or supplemented from time to time.

"U.S. Government Securities Business Day" means any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

12.2 Construction:

- (a) In this Agreement: (i) references to the plural include the singular and to the singular include the plural; (ii) references to any gender include any other gender; (iii) the terms "include" and "including" are not limiting; (iv) the term "or" has the inclusive meaning represented by the phrase "and/or," (v) unless otherwise specified, section and subsection references are to this Agreement, and (vi) any reference to any statute, law, or regulation shall include all amendments thereto and revisions thereof.
- (b) Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved using any presumption against either Borrower or Lender, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by each party hereto and their respective counsel. In case of any ambiguity or uncertainty, this Agreement shall be construed and interpreted according to the ordinary meaning of the words used to accomplish fairly the purposes and intentions of all parties hereto.
- (c) Titles and section headings used in this Agreement are for convenience only and shall not be used in interpreting this Agreement.

13. JURY TRIAL WAIVER. THE UNDERSIGNED ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED UNDER CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS, HIS OR HER CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THE MUTUAL BENEFIT OF ALL PARTIES, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OTHER DOCUMENT, INSTRUMENT OR AGREEMENT BETWEEN THE UNDERSIGNED PARTIES.

14. JUDICIAL REFERENCE PROVISION.

14.1 In the event the Jury Trial Waiver set forth above is not enforceable, the parties elect to proceed under this Judicial Reference Provision.

- 14.2** With the exception of the items specified in Section 14.3, below, any controversy, dispute or claim (each, a **"Claim"**) between the parties arising out of or relating to this Agreement, any Credit Card Services Agreement, or any other document, instrument or agreement between the undersigned parties (collectively in this Section, the **"Loan Documents"**), will be resolved by a reference proceeding in California in accordance with the provisions of Sections 638 et seq. of the California Code of Civil Procedure (**"CCP"**), or their successor sections, which shall constitute the exclusive remedy for the resolution of any Claim, including whether the Claim is subject to the reference proceeding. Except as otherwise provided in the Loan Documents, venue for the reference proceeding will be in the state or federal court in the county or district where the real property involved in the action, if any, is located or in the state or federal court in the county or district where venue is otherwise appropriate under applicable law (the **"Court"**).
- 14.3** The matters that shall not be subject to a reference are the following: (i) nonjudicial foreclosure of any security interests in real or personal property, (ii) exercise of self-help remedies (including, without limitation, set-off), (iii) appointment of a receiver and (iv) temporary, provisional or ancillary remedies (including, without limitation, writs of attachment, writs of possession, temporary restraining orders or preliminary injunctions). This reference provision does not limit the right of any party to exercise or oppose any of the rights and remedies described in clauses (i) and (ii) or to seek or oppose from a court of competent jurisdiction any of the items described in clauses (iii) and (iv). The exercise of, or opposition to, any of those items does not waive the right of any party to a reference pursuant to this reference provision as provided herein.
- 14.4** The referee shall be a retired judge or justice selected by mutual written agreement of the parties. If the parties do not agree within ten (10) days of a written request to do so by any party, then, upon request of any party, the referee shall be selected by the Presiding Judge of the Court (or his or her representative). A request for appointment of a referee may be heard on an ex parte or expedited basis, and the parties agree that irreparable harm would result if ex parte relief is not granted. Pursuant to CCP § 170.6, each party shall have one peremptory challenge to the referee selected by the Presiding Judge of the Court (or his or her representative).
- 14.5** The parties agree that time is of the essence in conducting the reference proceedings. Accordingly, the referee shall be requested, subject to change in the time periods specified herein for good cause shown, to (i) set the matter for a status and trial-setting conference within fifteen (15) days after the date of selection of the referee, (ii) if practicable, try all issues of law or fact within one hundred twenty (120) days after the date of the conference and (iii) report a statement of decision within twenty (20) days after the matter has been submitted for decision.
- 14.6** The referee will have power to expand or limit the amount and duration of discovery. The referee may set or extend discovery deadlines or cutoffs for good cause, including a party's failure to provide requested discovery for any reason whatsoever. Unless otherwise ordered based upon good cause shown, no party shall be entitled to **"priority"** in conducting discovery, depositions may be taken by either party upon seven (7) days written notice, and all other discovery shall be responded to within fifteen (15) days after service. All disputes relating to discovery which cannot be resolved by the parties shall be submitted to the referee whose decision shall be final and binding.
- 14.7** Except as expressly set forth herein, the referee shall determine the manner in which the reference proceeding is conducted including the time and place of hearings, the order of presentation of evidence, and all other questions that arise with respect to the course of the reference proceeding. All proceedings and hearings conducted before the referee, except for trial, shall be conducted without a court reporter, except that when any party so requests, a court reporter will be used at any hearing conducted before the referee, and the referee will be provided a courtesy copy of the transcript. The party making such a request shall have the obligation to arrange for and pay the court reporter. Subject to the referee's power to award costs to the prevailing party, the parties will equally share the cost of the referee and the court reporter at trial.
- 14.8** The referee shall be required to determine all issues in accordance with existing case law and the statutory laws of the State of California. The rules of evidence applicable to proceedings at law in the State of California will be applicable to the reference proceeding. The referee shall be empowered to enter equitable as well as legal relief, enter equitable orders that will be binding on the parties and rule on any motion which would be authorized in a court proceeding, including without limitation motions for summary judgment or summary adjudication. The referee shall issue a decision at the close of the reference proceeding which disposes of all claims of the parties that are the subject of the reference. Pursuant to CCP § 644, such decision shall be entered by the Court as a judgment or an order in the same manner as if the action had been tried by the Court and any such decision will be final, binding and conclusive. The parties reserve the right to appeal from the final judgment or order or from any appealable decision or order entered by the referee. The parties reserve the right to findings of fact, conclusions of laws, a written statement of decision, and the right to move for a new trial or a different judgment, which new trial, if granted, is also to be a reference proceeding under this provision.

- 14.9** If the enabling legislation which provides for appointment of a referee is repealed (and no successor statute is enacted), any dispute between the parties that would otherwise be determined by reference procedure will be resolved and determined by arbitration. The arbitration will be conducted by a retired judge or justice, in accordance with the California Arbitration Act §1280 through §1294.2 of the CCP as amended from time to time. The limitations with respect to discovery set forth above shall apply to any such arbitration proceeding.
- 14.10** THE PARTIES RECOGNIZE AND AGREE THAT ALL CONTROVERSIES, DISPUTES AND CLAIMS RESOLVED UNDER THIS REFERENCE PROVISION WILL BE DECIDED BY A REFEREE AND NOT BY A JURY. AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS, HIS OR HER OWN CHOICE, EACH PARTY KNOWINGLY AND VOLUNTARILY, AND FOR THE MUTUAL BENEFIT OF ALL PARTIES, AGREES THAT THIS REFERENCE PROVISION WILL APPLY TO ANY CONTROVERSY, DISPUTE OR CLAIM BETWEEN OR AMONG THEM ARISING OUT OF OR IN ANY WAY RELATED TO, THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS.
- 15. EXECUTION, EFFECTIVENESS, SURVIVAL.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other documents executed in connection herewith constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed counterpart of a signature page of this Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this Agreement. This Agreement shall become effective upon the execution and delivery hereof by Borrower and Lender and shall continue in full force and effect until the Maturity Date and thereafter so long as any Obligations (other than inchoate indemnity obligations) remain outstanding hereunder. Lender reserves the right to issue press releases, advertisements, and other promotional materials describing any successful outcome of services provided on Borrower's behalf. Borrower agrees that Lender shall have the right to identify Borrower by name in those materials.
- 16. TERMINATION; RELEASE.** Borrower has the right to terminate this Agreement at any time upon ten (10) days' notice to Lender and payment in full of all Obligations (other than inchoate indemnity obligations). Upon such termination, Lender agrees to provide, at Borrower's sole cost and expense, payoff and release documentation evidencing such termination and release of Lender's Liens.
- 17. OTHER AGREEMENTS.** Any security agreements, liens and/or security interests securing payment of any obligations of Borrower owing to Lender or its Affiliates also secure the Obligations, and are valid and subsisting and are not adversely affected by execution of this Agreement. An Event of Default under this Agreement constitutes a default under other outstanding agreements between Borrower and Lender or its Affiliates.
- 18. REVIVAL AND REINSTATEMENT OF OBLIGATIONS.** If the incurrence or payment of the Obligations by Borrower or any Guarantor, or the transfer to Lender of any property should for any reason subsequently be asserted, or declared, to be void or voidable under any state or federal law relating to creditors' rights, including provisions of the United States Bankruptcy Code relating to fraudulent conveyances, preferences, or other voidable or recoverable payments of money or transfers of property (each, a "**Voidable Transfer**"), and if Lender is required to repay or restore, in whole or in part, any such Voidable Transfer, or elects to do so upon the reasonable advice of its counsel, then, as to any such Voidable Transfer, or the amount thereof that Lender is required or elects to repay or restore, and as to all reasonable costs, expenses, and reasonable attorneys' fees of Lender related thereto, the liability of Borrower and such Guarantor automatically shall be revived, reinstated, and restored and shall exist as though such Voidable Transfer had never been made.
- 19. PATRIOT ACT NOTIFICATION.** Lender hereby notifies Borrower that pursuant to the requirements of the USA Patriot Act, Title III of Pub. L. 107-56, signed into law October 26, 2001 ("**Patriot Act**"), Lender is required to obtain, verify and record information that identifies Borrower, which information includes the names and addresses of Borrower and other information that will allow Lender to identify Borrower in accordance with the Patriot Act.
- 20. NO NOVATION.** Nothing contained herein shall in any way impair the Prior Agreement and the Loan Documents now held for the Obligations, nor affect or impair any rights, powers, or remedies under the Prior Agreement or any Loan Document, it being the intent of the parties hereto that this Agreement shall not constitute a novation of the Prior Agreement or an accord and satisfaction of the Obligations. Except as expressly provided for in this Agreement, the Loan Documents are hereby ratified and reaffirmed and shall remain in full force and effect. Borrower hereby ratifies and reaffirms the validity and enforceability of all of the liens and security interests heretofore granted pursuant to the Prior Agreement and Loan Documents, as collateral security for the Obligations, and acknowledges that all of such liens and security interests, and all Collateral heretofore pledged as security for the Obligations, continues to be and remains Collateral for the Obligations from and after the Closing Date.
- 21. NOTICE OF FINAL AGREEMENT.** BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES, (B) THERE ARE

NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (C) THIS WRITTEN AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.

[Signature Page Follows]

IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement on the day and year above written.

BORROWER:

MNTN, INC., a Delaware corporation

By /s/ Patrick Pohlen

Name: Patrick Pohlen

Title: Chief Financial Officer

Address for Notices:

MNTN, Inc.

201 West 5th Street, 11th Floor

Austin, TX 78701

Email: [###]

Attn: Patrick Pohlen

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By /s/ John Craig

Name: John Craig

Title: Director

Address for Notices:

Western Alliance Bank

201 Spear Street, Suite 1500

San Francisco, CA 94105

Email: [###]

Attn: Huy Lam

Exhibit A
COMPLIANCE CERTIFICATE

TO: WESTERN ALLIANCE BANK, an Arizona corporation ("**Lender**")

FROM: MNTN, INC., a Delaware corporation ("**Borrower**")

The undersigned authorized officer of Borrower hereby certifies that in accordance with the terms and conditions of the Business Financing Agreement between Borrower and Lender (the "**Agreement**"), (i) Borrower is in complete compliance for the period ending with all required covenants except as noted below and (ii) except as noted below or on the attached, all representations and warranties of Borrower stated in the Agreement are true and correct as of the date hereof. Attached herewith are the required documents supporting the above certification. The Officer further certifies that these are prepared in accordance with Generally Accepted Accounting Principles (GAAP) and are consistently applied from one period to the next except as explained in an accompanying letter or footnotes.

Please indicate compliance status by selecting Yes/No under "Complies" column

Reporting Covenant	Required	Complies? (Select "Yes" or "No" from drop down menu).	
Monthly financial statements and Compliance Certificate	Quarterly* within 45 days	Y/N	
Annual financial statements (CPA-audited)	FYE within 180 days	Y/N	
10-Q, 10-K and 8-K	Within 5 days of filing	Y/N	
Roll Forward Borrowing Base certificate, A/R Agings, A/P Agings, sales or billings journal, cash receipts report	Quarterly* within 45 days	Y/N	
Monthly Bank Statements for Outside Accounts	Monthly within 30 days	Y/N	
Annual financial projections (Board-approved)	FYE within 60 days	Y/N	
<u>Financial Covenants</u>	<u>Required</u>	<u>Actual</u>	<u>Complies</u>
Adjusted Quick Ratio (tested quarterly)	1:35:100	_____:1:00	Y/N
<u>Deposits</u>			
Deposits maintained with Lender: \$ _____			Y/N
Deposits held outside of Lender: \$ _____			Y/N

*Quarterly reporting and financial covenant testing only applies to Reduced Reporting Periods. Monthly reporting and financial covenant testing applies for all other periods.

[Continued on following page.]

Other Matters:	Response? (Select "Yes" or "No" from drop down menu)
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Have there been any amendments of or other changes to the capitalization table of Borrower or to the operating documents of Borrower or any of its Subsidiaries, including, without limitation, any such entity's formation documents or bylaws (if a corporation), limited liability company agreement (if a limited liability company), or partnership agreement or limited partnership agreement (if a partnership or limited partnership)? If yes, provide copies of any such amendments or changes with this Compliance Certificate.	Y/N
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Are there any exceptions with respect to the above? If yes, please attach comments regarding such exceptions to this Compliance Certificate.	Y/N
--	-----

Sincerely,

SIGNATURE

TITLE

DATE: _____

MNTN, Inc.
Insider Trading Compliance Policy

MNTN, Inc. (the “**Company**”) seeks to promote a culture that encourages ethical conduct and a commitment to compliance with the law. We require our personnel to comply at all times with federal laws and regulations governing insider trading. This policy sets forth procedures designed to help comply with these laws and regulations.

Persons Covered

You must comply with this policy if you are:

- a director, officer or team member;
- an entity controlled by a director, officer or team member; or
- a contractor, consultant, or other person designated by the Company.

Individuals subject to this policy are responsible for ensuring that members of their household comply with this policy. This policy does not apply to any entity controlled by a director, officer or team member that engages in the investment of securities in the ordinary course of its business (e.g., an investment fund or partnership) and has represented to the Company that it and its affiliated entities: (a) engage in the investment of securities in the ordinary course of their respective businesses; (b) have established insider trading controls and procedures designed to ensure compliance with federal securities laws and regulations prohibiting trading in the securities of a company on the basis of material, non-public information; and (c) are aware of, and have agreed to comply with, securities laws prohibiting any person or entity who has material nonpublic information concerning the Company from purchasing or selling securities of the Company or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell securities.

Policy Statement

Unless otherwise permitted by this policy, you must not:

- purchase, sell, gift or otherwise transfer any security of the Company while you possess material nonpublic information about the Company;
 - purchase, sell, gift or otherwise transfer any security of any other company, while you possess material nonpublic information about the other company that you obtained in connection with your employment by or service to the Company;
 - directly or indirectly communicate material nonpublic information to anyone outside the Company unless you follow Company policy regarding confidential information; or
 - directly or indirectly communicate material nonpublic information to anyone within the Company except on a need-to-know basis.
-

For this purpose:

- *securities* includes stocks, bonds, notes, debentures, options, warrants, equity and other convertible securities, as well as derivative instruments;
- *purchase* includes not only the actual purchase of a security, but also any contract to purchase or otherwise acquire a security;
- *sale* includes not only the actual sale of a security, but also any contract to sell or otherwise dispose of a security;
- *material* means likely to have a significant effect on the market price of the security (also understood to mean a substantial likelihood that a reasonable investor would consider the information important in making an investment decision); and
- *nonpublic* means not broadly disseminated to the general public so that investors have been able to factor the information into the market price of the security.

To understand how these terms apply to specific circumstances, or for any other questions about this policy, you should ask the Company's Head of Legal or his or her designee (the "***Compliance Officer***").

Quarterly Blackout Periods

The Compliance Officer will designate a list of persons who (with their controlled entities and household members) must not purchase, sell, gift or otherwise transfer any security of the Company during any blackout period, except as otherwise permitted by this policy.

The quarterly blackout period:

- begins on the 15th day of the last month of each fiscal quarter; and
- ends after completion of the second trading day after the earnings release for that quarter.

Additional Blackout Periods

From time to time, the Compliance Officer may determine that an additional blackout period is appropriate. Persons subject to an additional blackout period must not purchase, sell, gift or otherwise transfer any security of the Company, except as otherwise permitted by this policy, and must not disclose that an additional blackout period is in effect.

Pre-Clearance of Transactions

The Compliance Officer will designate a list of persons who (with their controlled entities and household members) must pre-clear each transaction in any security of the Company.

To submit a pre-clearance request, you must follow the procedures established by the Compliance Officer.

Pre-clearance approval:

- may be granted or withheld in the sole discretion of the Compliance Officer (or the Chief Financial Officer for transactions by the Compliance Officer);
- remains valid for five business days for transactions without a proposed transaction date;
- remains subject to your independent obligation to confirm that you do not possess material nonpublic information at the time of your transaction;
- will not constitute legal advice that a proposed transaction complies with applicable law;
- will not result in liability to the Company or any other person if delayed or withheld; and
- is not required for “sell-to-cover” transactions pursuant to a policy adopted by the Company or transactions under a previously approved Rule 10b5-1 plan or a previously approved non-Rule 10b5-1 trading arrangement.

Exempt Transactions

This policy, except for provisions set forth in the Prohibited Transactions section below, does not apply to:

- transactions directly with the Company;
- gift transactions for family or estate planning purposes, where securities are gifted to a person or entity subject to this policy, except that gift transactions involving Company securities are subject to pre-clearance;
- transactions relating to equity incentive awards without any open-market sale of securities (e.g., cash exercises of stock options or the “net settlement” of restricted stock units but not broker-assisted cashless exercises or open-market sales to cover taxes upon the vesting of restricted stock units);
- “sell-to-cover” transactions pursuant to a non-discretionary policy adopted by the Company that is intended to facilitate the payment of withholding taxes associated with vesting of equity awards (other than stock options);
- transactions under a pre-cleared Rule 10b5-1 plan; or
- transactions under a pre-cleared non-Rule 10b5-1 trading arrangement as defined in Item 408(c) of Regulation S-K).

In addition, nothing in this policy is intended to limit the ability of an investment fund, venture capital partnership or other similar entity with which a director is affiliated to distribute Company securities to its partners, members, or other similar persons (“**Distributions**”). It is the responsibility of each affected

director and the affiliated entity, in consultation with their own counsel (as appropriate), to determine the timing of any Distributions, based on all relevant facts and circumstances, and applicable securities laws.

Trading Plans

The restrictions in this policy, except for provisions set forth in the Prohibited Transactions section below, do not apply to transactions under a trading plan that satisfies either:

- the conditions of Rule 10b5-1; or
- the elements of a non-Rule 10b5-1 trading arrangement as defined in Item 408(c) of Regulation S-K; and
- the Compliance Officer has pre-approved.

A trading plan may be modified outside of a blackout period when you do not possess material nonpublic information. Modifications to and terminations of a trading plan must be pre-approved by the Compliance Officer.

Prohibited Transactions

You may not engage in:

- short sales (i.e., sales of shares that you do not own at the time of sale);
- options trading, including puts, calls, or other derivative securities on an exchange, an over-the-counter market, or any other organized market;
- hedging transactions, such as prepaid variable forward contracts, equity swaps, collars, exchange funds, or other transactions that hedge or offset any decrease in market value of the Company's equity securities; and
- pledging Company securities as collateral for a loan, purchasing Company securities on margin (i.e., borrowing money to purchase the securities), or placing Company securities in a margin account, unless pre-approved by the Compliance Officer; provided, however, that pre-clearance for pledging of Company securities shall not be required where (a) the aggregate amount of the loan or investment amount collateralized by such pledged Company securities does not exceed 15% of the total number of Company securities then held by the pledgor and (b) the Company has been notified in writing prior to such pledge.

Post-Termination Transactions

If you possess material nonpublic information when your employment by or service to the Company terminates, the restrictions set forth in "Policy Statement" above continue to apply until that information has become public or is no longer material.

Policy Administration

The Compliance Officer has authority to interpret, amend and implement this policy. This authority includes interpreting or waiving the terms of the policy, to the extent consistent with its general purpose and applicable securities laws. The Chief Financial Officer will administer the policy as it applies to any trading activity by the Compliance Officer. The Board will approve any waiver of the terms of this policy for directors or executive officers.

Certification of Compliance

You may be asked periodically to certify your compliance with the terms and provisions of this policy.

List of Subsidiaries of MNTN, Inc.

Legal Name

MNTN Limited
QuickFrame Inc.

Jurisdiction of Incorporation

United Kingdom
Delaware

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the registration statement (No. 333-287511) on Form S-8 of our report dated February 18, 2026, with respect to the consolidated financial statements of MNTN, Inc.

/s/ KPMG LLP

San Francisco, California
February 18, 2026

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER PURSUANT TO
RULES 13a-14(a) AND 15d-14(a), ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Mark Douglas, certify that:

1. I have reviewed this Annual Report on Form 10-K of MNTN, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) 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. [Omitted];
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 18, 2026

/s/ Mark Douglas

Mark Douglas

Chairman of the Board and Chief Executive Officer
(Principal Executive Officer)

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER PURSUANT TO
RULES 13a-14(a) AND 15d-14(a), ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Patrick A. Pohlen, certify that:

1. I have reviewed this Annual Report on Form 10-K of MNTN, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) 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. [Omitted];
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 18, 2026

/s/ Patrick A. Pohlen

Patrick A. Pohlen

Chief Financial Officer

(Principal Financial Officer)

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

In connection with the Annual Report of MNTN, Inc. (the “Company”) on Form 10-K for the annual period ended December 31, 2025, as filed with the Securities and Exchange Commission on the date hereof (the “Report”), each of the undersigned hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; 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 18, 2026

/s/ Mark Douglas

Mark Douglas

Chairman of the Board and Chief Executive Officer

(Principal Executive Officer)

Date: February 18, 2026

/s/ Patrick A. Pohlen

Patrick A. Pohlen

Chief Financial Officer

(Principal Financial Officer)

MNTN, INC.
POLICY FOR RECOVERY OF ERRONEOUSLY AWARDED COMPENSATION

MNTN, Inc. (the “**Company**”) has adopted this Policy for Recovery of Erroneously Awarded Compensation (the “**Policy**”), effective as of May 21, 2025 (the “**Effective Date**”). Capitalized terms used in this Policy but not otherwise defined in the text of this policy are defined in Section 11.

I. Persons Subject to Policy

This Policy shall apply to current and former Officers of the Company.

II. Compensation Subject to Policy

This Policy shall apply to Incentive-Based Compensation received on or after the Effective Date. For purposes of this Policy, the date on which Incentive-Based Compensation is “**received**” shall be determined under the Applicable Rules, which generally provide that Incentive-Based Compensation is “received” in the Company’s fiscal period during which the relevant Financial Reporting Measure is attained or satisfied, without regard to whether the grant, vesting or payment of the Incentive-Based Compensation occurs after the end of that period.

III. Recovery of Compensation

In the event that the Company is required to prepare a Restatement, the Company shall recover, reasonably promptly, the portion of any Incentive-Based Compensation that is Erroneously Awarded Compensation, unless the Committee has determined that recovery would be Impracticable. Recovery shall be required in accordance with the preceding sentence regardless of whether the applicable Officer engaged in misconduct or otherwise caused or contributed to the requirement for the Restatement and regardless of whether or when restated financial statements are filed by the Company. For clarity, the recovery of Erroneously Awarded Compensation under this Policy will not give rise to any person’s right to voluntarily terminate employment for “good reason,” or due to a “constructive termination” (or any similar term of like effect) under any plan, program or policy of or agreement with the Company or any of its affiliates.

IV. Manner of Recovery; Limitation on Duplicative Recovery

The Committee shall, in its sole discretion, determine the manner of recovery of any Erroneously Awarded Compensation, which may include, without limitation, reduction or cancellation by the Company or an affiliate of the Company of Incentive-Based Compensation or Erroneously Awarded Compensation, reimbursement or repayment by any person subject to this Policy of the Erroneously Awarded Compensation, and, to the extent permitted by law, an offset of the Erroneously Awarded Compensation against other compensation payable by the Company or an affiliate of the Company to such person. Notwithstanding the foregoing, unless otherwise prohibited by the Applicable Rules, to the extent this Policy provides for recovery of Erroneously Awarded Compensation already recovered by the Company pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 or Other Recovery Arrangements, the amount of Erroneously Awarded Compensation already recovered by the Company from the recipient of such Erroneously Awarded Compensation will be credited to the amount of Erroneously Awarded Compensation required to be recovered pursuant to this Policy from such person.

V. Administration

This Policy shall be administered, interpreted and construed by the Committee, which is authorized to make all determinations necessary, appropriate or advisable for such purpose. The Board of Directors of the Company (the “**Board**”) may re-vest in itself the authority to administer, interpret and

construe this Policy in accordance with applicable law, and in such event references herein to the “Committee” shall be deemed to be references to the Board. Subject to any permitted review by the applicable national securities exchange or association pursuant to the Applicable Rules, all determinations and decisions made by the Committee pursuant to the provisions of this Policy shall be final, conclusive and binding on all persons, including the Company and its affiliates, equityholders and team members. The Committee may delegate administrative duties with respect to this Policy to one or more directors or team members of the Company, as permitted under applicable law, including any Applicable Rules.

VI. Interpretation

This Policy will be interpreted and applied in a manner that is consistent with the requirements of the Applicable Rules, and to the extent this Policy is inconsistent with such Applicable Rules, it shall be deemed amended to the extent necessary to ensure it is consistent therewith.

VII. No Indemnification; No Personal Liability

The Company shall not indemnify or insure any person against the loss of any Erroneously Awarded Compensation pursuant to this Policy, nor shall the Company directly or indirectly pay or reimburse any person for any premiums for third-party insurance policies that such person may elect to purchase to fund such person’s potential obligations under this Policy. No member of the Committee or the Board shall have any personal liability to any person as a result of actions taken under this Policy and each member of the Committee and the Board will be fully indemnified by the Company to the fullest extent available under applicable law and the Company’s governing documents with respect to any actions taken under this Policy. The foregoing sentence will not limit any other rights to indemnification of the members of the Board under applicable law and the Company’s governing documents.

VIII. Application; Enforceability

Except as otherwise determined by the Committee or the Board, the adoption of this Policy does not limit, and is intended to apply in addition to, any other clawback, recoupment, forfeiture or similar policies or provisions of the Company or its affiliates, including any such policies or provisions of such effect contained in any employment agreement, bonus plan, incentive plan, equity-based plan or award agreement thereunder or similar plan, program or agreement of the Company or an affiliate or required under applicable law (the “*Other Recovery Arrangements*”). The remedy specified in this Policy shall not be exclusive and shall be in addition to every other right or remedy at law or in equity that may be available to the Company or an affiliate of the Company.

IX. Severability

The provisions in this Policy are intended to be applied to the fullest extent of the law; provided, however, to the extent that any provision of this Policy is found to be unenforceable or invalid under any applicable law, such provision will be applied to the maximum extent permitted, and shall automatically be deemed amended in a manner consistent with its objectives to the extent necessary to conform to any limitations required under applicable law.

X. Amendment and Termination

The Board or the Committee may amend, modify or terminate this Policy in whole or in part at any time and from time to time in its sole discretion. This Policy will terminate automatically when the Company does not have a class of securities listed on a national securities exchange or association and

will be limited the extent that any provision of the Applicable Rules is no longer in effect or applicable to the Company.

XI. Definitions

“Applicable Rules” means Section 10D of the Exchange Act, Rule 10D-1 promulgated thereunder, the listing rules of the national securities exchange or association on which the Company’s securities are listed, and any applicable rules, standards or other guidance adopted by the Securities and Exchange Commission or any national securities exchange or association on which the Company’s securities are listed, in each case, as amended from time to time.

“Committee” means the committee of the Board responsible for executive compensation decisions comprised solely of independent directors (as determined under the Applicable Rules), or in the absence of such a committee, a majority of the independent directors serving on the Board.

“Erroneously Awarded Compensation” means the amount of Incentive-Based Compensation received by a current or former Officer that exceeds the amount of Incentive-Based Compensation that would have been received by such current or former Officer based on a restated Financial Reporting Measure, as determined on a pre-tax basis in accordance with the Applicable Rules.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Financial Reporting Measure” means any measure determined and presented in accordance with the accounting principles used in preparing the Company’s financial statements, and any measures derived wholly or in part from such measures, including GAAP, IFRS and non-GAAP/IFRS financial measures, as well as stock or share price and total equityholder return.

“GAAP” means United States generally accepted accounting principles.

“IFRS” means international financial reporting standards as adopted by the International Accounting Standards Board.

“Impracticable” means (a) the direct costs paid to third parties to assist in enforcing recovery would exceed the Erroneously Awarded Compensation; provided that the Company (i) has made reasonable attempts to recover the Erroneously Awarded Compensation, (ii) documented such attempt(s), and (iii) provided such documentation to the relevant listing exchange or association, (b) to the extent permitted by the Applicable Rules, the recovery would violate the Company’s home country laws pursuant to an opinion of home country counsel; provided that the Company has (i) obtained an opinion of home country counsel, acceptable to the relevant listing exchange or association, that recovery would result in such violation, and (ii) provided such opinion to the relevant listing exchange or association, or (c) recovery would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to team members of the Company, to fail to meet the requirements of 26 U.S.C. 401(a)(13) or 26 U.S.C. 411(a) and the regulations thereunder.

“Incentive-Based Compensation” means, with respect to a Restatement, any compensation that is granted, earned, or vested based wholly or in part upon the attainment of one or more Financial Reporting Measures and received by a person: (a) after beginning service as an Officer; (b) who served as an Officer at any time during the performance period for that compensation; (c) while the issuer has a class of its securities listed on a national securities exchange or association; and (d) during the applicable Three-Year Period.

“Officer” means each person who serves as an executive officer of the Company, as defined in Rule 10D-1(d) under the Exchange Act.

“Restatement” means an accounting restatement to correct the Company’s material noncompliance with any financial reporting requirement under securities laws, including restatements that correct an error in previously issued financial statements (a) that is material to the previously issued financial statements or (b) that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period.

“Three-Year Period” means, with respect to a Restatement, the three completed fiscal years immediately preceding the date that the Board, a committee of the Board, or the officer or officers of the Company authorized to take such action if Board action is not required, concludes, or reasonably should have concluded, that the Company is required to prepare such Restatement, or, if earlier, the date on which a court, regulator or other legally authorized body directs the Company to prepare such Restatement. The “Three-Year Period” also includes any transition period (that results from a change in the Company’s fiscal year) within or immediately following the three completed fiscal years identified in the preceding sentence. However, a transition period between the last day of the Company’s previous fiscal year end and the first day of its new fiscal year that comprises a period of nine to 12 months shall be deemed a completed fiscal year.

**ACKNOWLEDGMENT AND CONSENT TO
POLICY FOR RECOVERY OF ERRONEOUSLY AWARDED COMPENSATION**

The undersigned has received a copy of the Policy for Recovery of Erroneously Awarded Compensation (the “***Policy***”) adopted by MNTN, Inc. (the “***Company***”).

For good and valuable consideration, the receipt of which is acknowledged, the undersigned hereby agrees, to the extent that the Policy is authorized and required by Applicable Rules (as defined in the Policy), that:

(i) the undersigned is and shall be bound by and subject to the terms of the Policy; (ii) compensation received by the undersigned may be subject to reduction, cancellation, forfeiture and/or recoupment to the extent necessary to comply with the Policy, notwithstanding any other agreement to the contrary; (iii) the undersigned is not entitled to indemnification in connection with any enforcement of the Policy to the extent required by the Applicable Rules; and (iv) the undersigned expressly waives any rights to such indemnification under the Company’s organizational documents or otherwise.

Date

Signature

Name

Title