

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

FORM 10-Q

(Mark One)

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

For the quarterly period ended March 31, 2024

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 001-40653

Duolingo, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

45-3055872

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

5900 Penn Avenue

Pittsburgh , Pennsylvania 15206

(412) 567-6602

(Address, including Zip Code, and Telephone Number, including

Area Code, of Registrant's Principal Executive Offices)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A common stock, \$0.0001 per share	DUOL	The Nasdaq Stock Market LLC

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 is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

As of May 7, 2024, 36,989,041 shares of the registrant's Class A common stock were outstanding, and 6,133,077 shares of the registrant's Class B common stock were outstanding.

Table of Contents	Page
<u>Special Note Regarding Forward-Looking Statements</u>	<u>2</u>
<u>Special Note Regarding Key Operating Metrics</u>	<u>4</u>
<u>Risk Factors Summary</u>	<u>4</u>
<u>Part I Financial Information</u>	<u>6</u>
<u>Item 1. Financial Statements (Unaudited)</u>	<u>6</u>
<u>Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations</u>	<u>23</u>
<u>Item 3. Quantitative and Qualitative Disclosures About Market Risk</u>	<u>35</u>
<u>Item 4. Controls and Procedures</u>	<u>36</u>
<u>Part II Other Information</u>	<u>37</u>
<u>Item 1. Legal Proceedings</u>	<u>37</u>
<u>Item 1A. Risk Factors</u>	<u>37</u>
<u>Item 2. Unregistered Sales of Equity Securities and Use of Proceeds</u>	<u>80</u>
<u>Item 3. Defaults Upon Senior Securities</u>	<u>80</u>
<u>Item 4. Mine Safety Disclosures</u>	<u>80</u>
<u>Item 5. Other Information</u>	<u>80</u>
<u>Item 6. Exhibits</u>	<u>82</u>
<u>Signatures</u>	<u>83</u>

Special Note Regarding Forward-Looking Statements

This Quarterly Report on Form 10-Q 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, as amended (the "Exchange Act"). All statements other than statements of historical facts contained in this Quarterly Report on Form 10-Q, including without limitation, statements regarding our business model and strategic plans, including the introduction of new brands or products, and our implementation thereof; statements regarding our expectations, beliefs, plans, objectives, prospects, assumptions, future events or expected performance, including our ability to compete in our industry; the sufficiency of our cash, cash equivalents and investments; and the plans and objectives of management for future operations and capital expenditures are forward-looking statements.

Without limiting the generality of the foregoing, you can identify forward-looking statements because they contain words such as "may," "will," "shall," "should," "expects," "plans," "anticipates," "could," "intends," "target," "projects," "contemplates," "believes," "estimates," "predicts," "potential," "goal," "objective," "seeks," or "continue" or the negative of these words or other similar terms or expressions that concern our expectations, strategy, plans, or intentions. Such forward-looking statements are neither promises nor guarantees, but involve a number of known and unknown risks, uncertainties and assumptions that may cause our actual results, performance or achievements to differ materially from those expressed or implied in the forward-looking statements due to various factors, including, but not limited to:

- our ability to retain and grow our users and sustain their engagement with our products;
- competition in the online language learning industry;
- our limited operating history;
- our ability to maintain profitability;
- our ability to manage our growth and operate at such scale;
- the success of our investments;
- our reliance on third-party platforms to store and distribute our products and collect revenue;
- our reliance on third-party hosting and cloud computing providers;
- our ability to compete for advertisements;
- acceptance by educational organizations of technology-based education;
- changes in our business and macroeconomic conditions; and
- those identified in Part I, Item 2. "Management's Discussion and Analysis of Financial Condition and Results of Operations and Part II, Item 1A. "Risk Factors" in this Quarterly Report on Form 10-Q, and in Part II, Item 7. "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023 (the "Annual Report on Form 10-K").

We caution you that the foregoing list does not contain all of the forward-looking statements made in this Quarterly Report on Form 10-Q.

You should not rely upon forward-looking statements as predictions of future events. We have based the forward-looking statements contained in this Quarterly Report on Form 10-Q primarily on our current

expectations, estimates, forecasts, and projections about future events and trends that we believe may affect our business, financial condition, results of operations and prospects. These statements are based upon information available to us as of the date of this Quarterly Report on Form 10-Q and, although we believe that we have a reasonable basis for each forward-looking statement contained in this Quarterly Report on Form 10-Q, 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. We cannot guarantee that the future results, levels of activity, performance, or events and circumstances reflected in the forward-looking statements will be achieved or occur at all. Moreover, we operate in a very competitive and rapidly changing environment. New risks and uncertainties emerge from time to time, and it is not possible for us to predict all risks and uncertainties that could have an impact on the forward-looking statements contained in this Quarterly Report on Form 10-Q. The results, events, and circumstances reflected in the forward-looking statements may not be achieved or occur, and actual results, events, or circumstances could differ materially from those described in the forward-looking statements. You should not place undue reliance on our forward-looking statements.

The forward-looking statements made in this Quarterly Report on Form 10-Q relate only to events as of the date on which the statements are made. While we may elect to update such forward-looking statements at some point in the future, we disclaim any obligation to do so, even if subsequent events cause our views to change.

You should read this Quarterly Report on Form 10-Q and the documents that we reference in this Quarterly Report on Form 10-Q completely and with the understanding that our actual future results may be materially different from what we expect. We qualify all of the forward-looking statements in this Quarterly Report on Form 10-Q by these cautionary statements.

Unless the context otherwise requires, all references in this Quarterly Report on Form 10-Q to "Duolingo," the "Company", "we," "our," "us," or similar terms refer to Duolingo, Inc. and its subsidiaries.

Special Note Regarding Key Operating Metrics

We manage our business by tracking several operating metrics, including monthly active users (MAUs), daily active users (DAUs), paid subscribers, subscription bookings, and total bookings. We believe each of these operating metrics provides useful information to investors and others. For information concerning these metrics as measured by us, see Part I, Item 2. "Management's Discussion and Analysis of Financial Condition and Results of Operations - Key Operating Metrics and Non-GAAP Financial Measures."

While these metrics are based on what we believe to be reasonable estimates of our user base for the applicable period of measurement, there are inherent challenges in measuring how our platform is used. These metrics are determined by using internal data gathered on an analytics platform that we developed and operate and have not been validated by an independent third party. This platform tracks user account and session activity. If we fail to maintain an effective analytics platform, our metrics calculations may be inaccurate.

We believe that these metrics are reasonable estimates of our user base for the applicable period of measurement, and that the methodologies we employ and update from time-to-time to create these metrics are reasonable bases to identify trends in user behavior. Because we update the methodologies we employ to create metrics, our operating metrics may not be comparable to those in prior periods. See the section titled "Risk Factors—Our user metrics and other operating metrics are subject to inherent challenges in measurement, and real or perceived inaccuracies in those metrics may negatively affect our reputation and our business". Other companies, including companies in our industry, may calculate these metrics differently.

Risk Factors Summary

The following is a summary of the principal risks that could materially adversely affect our business, financial condition, and results of operations, all of which are more fully described in Part II, Item 1A. "Risk Factors." This summary should be read in conjunction with Part II, Item 1A. "Risk Factors" and should not be relied upon as an exhaustive summary of the material risks facing our business.

- If we fail to keep existing users or add new users, or if our users decrease their level of engagement with our products or do not convert to or remain paying users, our revenue, financial results and business may be significantly harmed.
- The online language learning industry is highly competitive, with low switching costs and a consistent stream of new products and entrants, and innovation by our competitors may disrupt our business.
- Changes to our existing brand and products, or the introduction of a new brand or products, could fail to attract or keep users or generate revenue and profits.
- We have had operating losses in the past and we may not be able to achieve or maintain profitability in the future.
- Our costs are continuing to grow, and some of our investments have the effect of reducing our operating margin and profitability. If our investments are not successful, our business and financial performance could be harmed.
- Our quarterly operating results and other operating metrics may fluctuate from quarter to quarter, which makes these metrics difficult to predict.
- Our user metrics and other operating metrics are subject to inherent challenges in measurement, and real or perceived inaccuracies in those metrics may negatively affect our reputation and our business.

- We rely on third-party platforms such as the Apple App Store and the Google Play Store to distribute our products and collect payments. If we are unable to maintain a good relationship with such platform providers, if their terms and conditions or pricing changed to our detriment, if we violate, or if a platform provider believes that we have violated, the terms and conditions of its platform, or if any of these platforms loses market share or falls out of favor or is unavailable for a prolonged period of time, our business will suffer.
- We rely on third-party hosting and cloud computing providers, like Amazon Web Services ("AWS") and Google Cloud, to operate certain aspects of our business. A significant portion of our product traffic is hosted by a limited number of vendors, and any failure, disruption or significant interruption in our network or hosting and cloud services could adversely impact our operations and harm our business.
- If we are not able to maintain the value and reputation of our brand, our ability to expand our base of users may be impaired, and our business and financial results may be harmed.
- Our business is subject to complex and evolving U.S. and international laws and regulations. Many of these laws and regulations are subject to change and uncertain interpretation, and could result in claims, changes to our business practices, monetary penalties, increased cost of operations, or declines in user growth or engagement, or otherwise harm our business.
- Our success depends, in part, on our ability to access, protect, collect, and use personal data, and our failure to comply with the varying and rapidly-evolving regulatory framework on privacy and data protection across jurisdictions could result in claims or other forms of liability, increased costs of operations, reputational harm, or decline in user growth or engagement, or otherwise have a material adverse effect on our business.
- Regulatory and legislative developments on the use of artificial intelligence ("AI") and machine learning could adversely affect our use of such technologies in our products and services.
- From time to time, we may be party to intellectual property-related litigation and proceedings that are expensive and time consuming to defend, and, if resolved adversely, could materially adversely impact our business, financial condition and results of operations.
- We may fail to adequately obtain, protect and maintain our intellectual property rights or prevent third parties from making unauthorized use of such rights.
- The dual class structure of our common stock has the effect of concentrating voting control with those stockholders who held our capital stock prior to the listing of our Class A common stock on the Nasdaq Global Select Market, including our directors, executive officers, and 5% stockholders and their respective affiliates, who held in the aggregate 79.3% of the voting power of our outstanding capital stock as of March 31, 2024. This ownership will limit or preclude your ability to influence corporate matters, including the election of directors, amendments of our organizational documents, and any merger, consolidation, sale of all or substantially all of our assets, or other major corporate transaction requiring stockholder approval.

Part I Financial Information

Item 1. Financial Statements (Unaudited)

DUOLINGO, INC. AND SUBSIDIARIES
UNAUDITED CONDENSED CONSOLIDATED BALANCE SHEETS
(Amounts in thousands, except par value amounts)

	March 31, 2024	December 31, 2023
ASSETS		
Current assets		
Cash and cash equivalents	\$ 829,713	\$ 747,610
Accounts receivable	76,421	88,975
Deferred cost of revenues	60,397	53,931
Prepaid expenses and other current assets	10,747	7,282
Total current assets	977,278	897,798
Operating lease right-of-use assets	49,785	19,103
Intangible assets, net	18,595	15,995
Property and equipment, net	13,209	11,792
Goodwill	4,050	4,050
Restricted cash	2,735	2,735
Deferred tax assets, net	766	766
Other assets	2,249	1,718
Total assets	\$ 1,068,667	\$ 953,957
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities		
Deferred revenues	\$ 279,313	\$ 249,192
Accounts payable	2,625	2,447
Income tax payable	362	792
Accrued expenses and other current liabilities	21,422	24,931
Total current liabilities	303,722	277,362
Long-term obligation under operating leases	53,893	21,094
Total liabilities	357,615	298,456
Commitments and contingencies (Note 9)		
Stockholders' equity		
Class A common stock, \$ 0.0001 par value; 2,000,000 shares authorized as of March 31, 2024 and December 31, 2023; 36,904 and 36,311 issued and outstanding at March 31, 2024 and December 31, 2023, respectively	4	4
Class B common stock, \$ 0.0001 par value; 30,000 shares authorized as of March 31, 2024 and December 31, 2023; 6,153 and 6,215 issued and outstanding at March 31, 2024 and December 31, 2023, respectively		
Additional paid-in capital	898,513	869,918
Accumulated deficit	(187,465)	(214,421)
Total stockholders' equity	711,052	655,501
Total liabilities and stockholders' equity	\$ 1,068,667	\$ 953,957

See accompanying notes to the Unaudited Condensed Consolidated Financial Statements.

DUOLINGO, INC. AND SUBSIDIARIES
UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE INCOME (LOSS)
(Amounts in thousands, except per share amounts)

	Three Months Ended March 31,	
	2024	2023
Revenues	\$ 167,553	\$ 115,661
Cost of revenues	45,191	31,492
Gross profit	122,362	84,169
Operating expenses:		
Research and development	50,878	45,844
Sales and marketing	19,931	16,601
General and administrative	35,114	30,243
Total operating expenses	105,923	92,688
Income (loss) from operations	16,439	(8,519)
Other (expense) income, net	(621)	182
Income (loss) before interest income and income taxes	15,818	(8,337)
Interest income	10,033	5,639
Income (loss) before income taxes	25,851	(2,698)
Benefit from income taxes	(1,105)	(116)
Net income (loss) and comprehensive income (loss)	\$ 26,956	\$ (2,582)
Net income (loss) per share attributable to Class A and Class B common stockholders, basic	\$ 0.63	\$ (0.06)
Net income (loss) per share attributable to Class A and Class B common stockholders, diluted	\$ 0.57	\$ (0.06)

See accompanying notes to the Unaudited Condensed Consolidated Financial Statements.

DUOLINGO, INC. AND SUBSIDIARIES
UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(Amounts in thousands)

	Common Stock		Additional Paid-In Capital	Accumulated Deficit	Total
	Shares	Amount			
BALANCE—January 1, 2023	40,361	\$ 4	\$ 772,562	\$ (230,488)	\$ 542,078
Stock-based compensation expense	—	—	21,073	—	21,073
Stock options exercised	542	—	4,619	—	4,619
Release of restricted stock units	115	—	—	—	—
Net loss	—	—	—	(2,582)	(2,582)
BALANCE—March 31, 2023	41,018	\$ 4	\$ 798,254	\$ (233,070)	\$ 565,188
BALANCE—January 1, 2024	42,526	\$ 4	\$ 869,918	\$ (214,421)	\$ 655,501
Stock-based compensation expense	—	—	24,985	—	24,985
Stock options exercised	326	—	3,610	—	3,610
Release of restricted stock units	205	—	—	—	—
Net income	—	—	—	26,956	26,956
BALANCE—March 31, 2024	43,057	\$ 4	\$ 898,513	\$ (187,465)	\$ 711,052

See accompanying notes to the Unaudited Condensed Consolidated Financial Statements.

DUOLINGO, INC. AND SUBSIDIARIES
UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Amounts in thousands)

	Three Months Ended March 31,	
	2024	2023
Cash flows from operating activities:		
Net income (loss)	\$ 26,956	\$ (2,582)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Depreciation and amortization	2,074	1,762
Stock-based compensation expense	24,985	21,073
Gain on sale of capitalized software	—	(100)
Changes in assets and liabilities:		
Deferred revenue	30,121	24,392
Accounts receivable	12,554	(5,781)
Deferred cost of revenues	(6,466)	(5,096)
Prepaid expenses and other current assets	(3,465)	(263)
Accounts payable	(398)	(345)
Accrued expenses and other current liabilities	(4,514)	(3,201)
Noncurrent assets and liabilities	1,667	(255)
Net cash provided by operating activities	83,514	29,604
Cash flows from investing activities:		
Capitalized software expense and purchases of intangible assets	(3,607)	(731)
Purchase of property and equipment	(1,414)	(681)
Proceeds from sale of capitalized software		100
Net cash used for investing activities	(5,021)	(1,312)
Cash flows from financing activities:		
Proceeds from exercise of stock options	3,610	4,619
Net cash provided by financing activities	3,610	4,619
Net increase in cash, cash equivalents and restricted cash	82,103	32,911
Cash, cash equivalents and restricted cash - Beginning of period	750,345	608,180
Cash, cash equivalents and restricted cash - End of period	<u>\$ 832,448</u>	<u>\$ 641,091</u>

See accompanying notes to the Unaudited Condensed Consolidated Financial Statements.

DUOLINGO, INC. AND SUBSIDIARIES
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION
(Amounts in thousands)

	Three Months Ended March 31,	
	2024	2023
Supplemental disclosure of cash flow information:		
Cash paid for interest	\$ —	\$ —
Cash paid for income taxes	\$ —	\$ 28
Supplemental disclosure of noncash investing activities:		
Property and equipment included in Current liabilities	\$ 1,070	\$ 201
Right of use assets obtained in exchange for new operating lease liabilities	\$ 31,358	\$ —
Right of use assets disposed or adjusted modifying operating leases liabilities	\$ 1,303	\$ —

See accompanying notes to the Unaudited Condensed Consolidated Financial Statements.

DUOLINGO, INC. AND SUBSIDIARIES

NOTES TO THE UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

1. DESCRIPTION OF THE BUSINESS AND BASIS OF PRESENTATION

Duolingo, Inc. (the “Company” or “Duolingo”) was formed on August 18, 2011, and the Duolingo App was launched to the general public on June 19, 2012. The Company’s headquarters are located in Pittsburgh, Pennsylvania.

Duolingo is a US-based mobile learning platform, as well as a digital language proficiency assessment exam. The Company has a freemium business model: the app and the website are accessible free of charge, although Duolingo also offers premium services for a subscription fee. As of the date of this filing, Duolingo offers courses in over 40 different languages, including Spanish, English, French, German, Italian, Portuguese, Japanese and Chinese. We have locations in the U.S., China and Germany.

Principles of Consolidation —The Unaudited Condensed Consolidated Financial Statements include the accounts of the Company and subsidiaries over which the Company has control. All intercompany transactions and balances have been eliminated.

Basis of Presentation—The accompanying Unaudited Condensed Consolidated Financial Statements have been prepared in accordance with generally accepted accounting principles in the U.S. (“GAAP”) from the Company’s accounting records and reflect the consolidated financial position and results of operations for the three months ended March 31, 2024 and 2023. Unless otherwise specified, all dollar amounts (other than per share amounts) are referred to in thousands.

The Unaudited Condensed Consolidated Financial Statements have been prepared pursuant to the rules and regulations of the Securities and Exchange Commission (“SEC”). Certain information and note disclosures normally included in financial statements prepared in accordance with GAAP have been condensed or omitted pursuant to such SEC rules. We believe that the disclosures made are adequate to make the information presented not misleading. In our opinion, all adjustments considered necessary for a fair presentation of the financial statements have been included, and all adjustments are of a normal and recurring nature. We consistently applied the accounting policies consistent with the annual Unaudited Condensed Consolidated Financial Statements elsewhere in this Quarterly Report on Form 10-Q, in preparing these Unaudited Condensed Consolidated Financial Statements. These Unaudited Condensed Consolidated Financial Statements should be read in conjunction with the audited financial statements and the notes for the fiscal year ended December 31, 2023 included in the Annual Report on Form 10-K and filed with the SEC.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Accounting Principles—The Unaudited Condensed Consolidated Financial Statements and accompanying notes are prepared in accordance with GAAP.

Use of Estimates—The preparation of Unaudited Condensed Consolidated Financial Statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the Unaudited Condensed Consolidated Financial Statements and accompanying notes. Significant estimates and assumptions reflected in the Unaudited Condensed Consolidated Financial Statements include, but are not limited to, useful lives of property and equipment, valuation of deferred tax assets and liabilities, stock-based compensation, common stock valuation, operating lease right-of-use assets and liabilities, capitalization of internally developed software and associated useful lives and contingent liabilities. Actual results may differ materially from such estimates. Management believes that the estimates, and judgments upon which they rely, are reasonable based upon information available to

them at the time that these estimates and judgments are made. To the extent that there are material differences between these estimates and actual results, the Company's Unaudited Condensed Consolidated Financial Statements will be affected.

Cash and Cash Equivalents— Cash consists primarily of cash on hand and bank deposits. Cash equivalents consist primarily of money market accounts with maturities of three months or less at the date of acquisition and are stated at cost, which approximates fair value. The Company maintains cash deposits with financial institutions that may exceed federally insured limits at times. The following table shows the breakout between cash and money market funds.

<i>(In thousands)</i>	March 31, 2024	December 31, 2023
Cash	\$ 47,917	\$ 50,373
Money market funds	781,796	697,237
Total	<u>\$ 829,713</u>	<u>\$ 747,610</u>

The Money market funds are considered Level 1 financial assets. Level 1 financial assets use inputs that are the unadjusted, quoted prices in active markets for identical assets or liabilities at the measurement date.

Advertising Costs— Advertising costs were approximately \$ 14,020 and \$ 11,093 for the three months ended March 31, 2024 and 2023, respectively, and are included within Sales and marketing in the Unaudited Condensed Consolidated Statements of Operations and Comprehensive Income (Loss).

Income Taxes—The Company's provision for income taxes is computed by using an estimate of the annual effective tax rate, adjusted for discrete items taken into account in the relevant period, if any. Each quarter, the annual effective income tax rate is recomputed and if there are material changes in the estimate, a cumulative adjustment is made.

Concentration of Credit Risk—The Company's concentration of credit risk relates to financial institutions holding the Company's cash and cash equivalents and platforms with significant accounts receivable balances and revenue transactions.

The Company maintains cash deposits with financial institutions that may exceed federally insured limits at times. Management believes that the financial institutions that hold the Company's deposits are financially credit worthy and, accordingly, minimal credit risk exists with respect to those balances.

The majority of our revenue comes through our subscriptions and advertising streams, and payments are made to Duolingo through service providers. Three service providers, Apple, Google, and Stripe accounted for 68.1 %, 16.0 %, and 10.8 % of total Accounts receivable as of March 31, 2024, respectively. Three service providers, Apple, Google, and Stripe accounted for 65.2 %, 20.7 %, and 10.7 % of total Accounts receivable as of December 31, 2023, respectively.

Impairment of long-lived assets— The Company reviews its long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If the sum of the estimated undiscounted future cash flows expected to result from the use and eventual disposition of an asset is less than the carrying amount of the asset, an impairment loss is recognized. Measurement of an impairment loss is based on the fair value of the asset. No assets were impaired during the three months ended March 31, 2024 and 2023.

Recently Issued Pronouncements Not Yet Adopted

In November 2023, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2023-07, *Segment Reporting (Topic 280)*, which improves reportable segment disclosure requirements, primarily through enhanced disclosures about significant segment expenses. The standard is effective for fiscal years beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024. Early adoption is permitted. The Company does not expect the adoption of the new guidance will have a material impact on the Company's consolidated financial statements and related disclosures.

In December 2023, the FASB issued ASU 2023-09, *Income Taxes (Topic 740)*, which includes improvements to income tax disclosures. The standard is effective for public entities in fiscal years beginning after December 15, 2024. Early adoption is permitted. The Company does not expect the adoption of the new guidance will have a material impact on the Company's consolidated financial statements and related disclosures.

Recently Adopted Accounting Pronouncements

There are no recently adopted accounting pronouncements.

3. REVENUE

The Company has four predominant sources of revenues; time-based subscriptions, in-app advertising placement by third parties, the Duolingo English Test, and In-App Purchases. Revenue is recognized upon transfer of control of promised products or services to users in an amount that reflects the consideration the Company expects to receive in exchange for those services. The Company does not enter into contracts with a customer that contain multiple promises that result in multiple performance obligations. Revenue is recorded net of taxes assessed by a government authority that are both imposed on and concurrent with specific revenue transactions between us and our users.

Revenue from time-based subscriptions includes a stand-ready obligation to provide hosting services that are consumed by the customer over the subscription period. Users can purchase Duolingo monthly or they can purchase a year-long subscription and pay for the subscription at the time of purchase. Under the year-long subscription, users can also purchase a single plan or a family plan. The family plan includes up to six users on one subscription. Such payments are initially recorded to deferred revenue. The user has the ability to download limited content offline. However, as there is a significant level of integration and interdependency with the online functionality, the Company considers the service to be a single performance obligation for the online and offline content.

The Company enters into arrangements with advertising networks to monetize the in-app advertising inventory. Revenue from in-app advertising placement is recognized at a point in time when the advertisement is placed and is based upon the amount received.

Duolingo English Test revenue is generally recognized once the tests have gone through the proctoring process and a certification decision has been made. This process usually takes less than 48 hours after the test has been completed and uploaded. Customers have 21 days from the date of purchase to take the exam or their purchase will expire and revenue will be recognized. Virtually all customers complete their exams prior to expiration. Sometimes organizations may purchase tests in bulk via coupons with a one year expiration date. The Company will defer revenue from all tests that have neither been proctored nor expired.

The Company's users have the option to purchase consumable in-app virtual goods. The Company recognizes revenue over the period in which the user consumes the virtual good, which is generally within a month.

The Company also recognizes revenue from *Duo's Taquería*, a restaurant that opened during 2022, in the space adjacent to our headquarters in Pittsburgh. Revenue from *Duo's Taquería* is recognized at a point in time when the sales are made.

Principal Agent Considerations—The Company makes its application available to be downloaded through third-party digital distribution service providers. Users who purchase subscriptions also pay through the respective app stores. The Company evaluates the purchases via third-party payment processors to determine whether its revenues should be reported gross or net of fees retained by the payment processor. The Company is the principal in the transaction with the end user as a result of controlling, hosting, and integrating the delivery of the virtual items to the end user. The Company records revenue gross as a principal and records fees paid to third-party payment processors as Cost of revenues.

Contract Balances—Deferred revenue mostly consists of payments we receive in advance of revenue recognition, and is mostly related to time-based subscriptions, which will be recognized into revenue over the course of the upcoming year (recognized over 12 months or less). Additionally, the Duolingo English Test has deferred revenue related to tests that have been purchased, but will not be recognized until the tests have been proctored.

Disaggregation of Revenue

In accordance with ASC 606, *Revenue from Contracts with Customers*, the Company disaggregates revenue from contracts with customers into revenue streams, which most closely depicts how the nature, amount, timing and uncertainty of revenue and cash flows are affected by economic factors.

(In thousands)	Three Months Ended March 31,	
	2024	2023
Revenues:		
Subscription	\$ 131,688	\$ 86,185
Advertising	12,952	11,635
Duolingo English Test	12,755	9,972
In-App Purchases	9,924	7,852
Other (1)	234	17
Total revenues	<u>\$ 167,553</u>	<u>\$ 115,661</u>

(1) Other revenue is mainly comprised of revenue from Duo's Taquería.

Three service providers, Apple, Google and Stripe, processed 59.3 %, 23.7 %, and 12.9 % of total Revenues for the three months ended March 31, 2024, respectively. Three services providers, Apple, Google, and Stripe processed 57.1 %, 26.2 % and 11.9 % of total Revenues for the three months ended March 31, 2023, respectively.

Changes in deferred revenues were as follows:

(In thousands)	Three Months Ended March 31,	
	2024	2023
Beginning balance—January 1	\$ 249,192	\$ 157,550
Amount from beginning balance recognized into revenue	(102,257)	(65,492)
Recognition of deferred revenue	(40,907)	(30,129)
Deferral of revenue	173,285	120,013
Ending balance—March 31	\$ 279,313	\$ 181,942

4. PROPERTY and EQUIPMENT, net

Property and equipment consists of the following as of March 31, 2024 and December 31, 2023:

(In thousands)	2024	2023
Leasehold improvements	\$ 20,616	\$ 18,191
Furniture, fixtures and equipment	5,928	5,869
Total property and equipment	26,544	24,060
Less: accumulated depreciation	(13,335)	(12,268)
Total property and equipment, net	\$ 13,209	\$ 11,792

Depreciation expense is included within the following financial statement line items within the Company's Unaudited Condensed Consolidated Statements of Operations and Comprehensive Income (Loss).

(In thousands)	Three Months Ended March 31,	
	2024	2023
Research and development	\$ 44	\$ 407
Sales and marketing	52	48
General and administrative	575	554
Total	\$ 1,067	\$ 1,009

5. INTANGIBLE ASSETS AND GOODWILL

Intangible assets consist of the following as of March 31, 2024 and December 31, 2023:

(In thousands)	2024	2023
Capitalized software	\$ 30,502	\$ 26,895
Other intangible assets	117	117
Total intangible assets	30,619	27,012
Less: accumulated amortization	(12,024)	(11,017)
Intangible assets, net	\$ 18,595	\$ 15,995

The Company capitalized \$ 3,607 and \$ 731 of software development costs, with the majority of the costs being employee wages, during the three months ended March 31, 2024 and 2023, respectively. Amortization expense is included within the following financial statement line items within the Company's Unaudited Condensed Consolidated Statements of Operations and Comprehensive Income (Loss).

<i>thousands)</i>		Three Months Ended March 31,	
		2024	2023
Cost of revenues	\$	84	\$ 403
Sales and marketing		159	350
Total	\$	1,00	\$ 753

The estimated future amortization expense of capitalized software with definite lives as of March 31, 2024 was as follows:

<i>(In thousands)</i>	Amortization Expense	
Remainder of 2024	\$	4,339
2025		6,423
2026		5,150
2027		2,344
2028 ⁽¹⁾		222
Total estimated future amortization expense	\$	18,478

(1) All capitalized software is expected to be fully amortized by December 31, 2028, therefore there is no estimated amortization for the year 2029.

Goodwill was \$ 4,050 at March 31, 2024 and December 31, 2023. As of March 31, 2024 and December 31, 2023, \$ 3,645 and \$ 3,713 of goodwill is deductible for tax purposes, respectively.

6. LEASES

The Company has entered into various operating leases for its office space expiring between fiscal 2024 and 2036. Certain lease agreements contain an option for the Company to renew a lease for a term of up to five years. The Company considers these options, which may be elected at the Company's sole discretion, in determining the lease term on a lease-by-lease basis.

On December 18, 2023, the Company entered into an Agreement of Sub-Sublease, with Spotify USA Inc., as Sub-Sublandlord for 85,666 square feet of office space in the building located at 4 World Trade Center, 150 Greenwich Street, New York, New York 10007 for use as additional office space.

The term of the Sub-Sublease commenced on January 8, 2024 and will expire on April 29, 2034

The initial base rent is \$ 442 per month on a triple net basis, increasing to \$ 478 per month at the beginning of the sixth year of the lease term. Payment of rent will commence 20 months after commencement of the Sub-Sublease.

In lieu of a security deposit, the Company is obligated to provide an irrevocable stand-by letter of credit to the Sub-Sublandlord. This letter of credit acts as security for the faithful performance by the Company of all terms, covenants and conditions of the lease agreement. The cash collateral and deposits for the letters of credit have been recognized as restricted cash in the unaudited condensed consolidated balance sheets and totaled \$ 2,735 as of March 31, 2024 and December 31, 2023.

In February 2024, the Company signed a lease with Bullitt Center LLC for 7,940 square feet of office space in Seattle, Washington. The term of the lease is 63 months beginning on March 1, 2024 and expiring on May 31, 2029.

In March 2024, the Company entered into the First and Second Amendments ("the Amendments") to the Office Lease Agreement with 5704 Penn Office, LLC (the "Landlord") for office space located at Liberty East (the "Premise") at 141 South Saint Clair Street, Pittsburgh, Pennsylvania, which, among other things, increased the leased square footage by 110,008 square feet to a total of 148,266 square feet beginning on August 1, 2025, with an expiration date of April 30, 2036. Under the Amendments, the monthly fixed base rent for the initial square footage increases to approximately \$ 188 per month for the period commencing June 16, 2035 and ending April 30, 2036. The initial base rent of the additional square footage is approximately \$ 394 per month and will increase by approximately 2 % per annum, with the exception of the third and fifth years, which have increases of approximately 9 % related to additional parking access. Under the terms of the Amendments, the Landlord will provide the Company with an improvement allowance of up to approximately \$ 6,800 for costs relating to the design, permitting, and construction of improvements to the Premise.

The following represents the components of lease cost for the three months ended March 31, 2024 and 2023 along with supplemental disclosures of cash flow information, lease term and discount rate:

	Three Months Ended March 31,	
	2024	2023
Operating lease cost	\$ 2,990	\$ 1,861
Short term lease cost	8	3
Variable lease cost	147	33
Total lease cost	<u>\$ 3,145</u>	<u>\$ 1,897</u>
Cash paid for amounts included in the measurement of lease liabilities	\$ 2,039	\$ 1,749
Right-of-use assets obtained in exchange for new operating lease liabilities	\$ 31,358	\$ —
Right of use assets disposed or adjusted, modifying operating leases liabilities	\$ 1,303	\$ 623
Gain from termination of leases	\$ 8	\$ —
Weighted-average remaining lease term	10 years	9 years
Weighted-average discount rate	7.19 %	6.53 %

Sublease income was immaterial for the three months ended March 31, 2024 and 2023.

The following table reconciles future minimum undiscounted rental commitments for operating leases to operating lease liabilities recorded on the Unaudited Condensed Consolidated Balance Sheet as of March 31, 2024:

Fiscal year

Remainder of 2024	\$	3,524
2025		3,648
2026		8,944
2027		9,158
2028		9,299
Thereafter		48,482
Total undiscounted lease payments	\$	83,055
Present value adjustment		(26,412)
Operating lease liabilities	\$	56,643

Current lease liabilities of \$ 2,750 and \$ 3,944 are presented within Accrued expenses and other liabilities while non-current lease liabilities of \$ 53,893 and \$ 21,094 are presented within Long-term obligation under operating leases on the Unaudited Condensed Consolidated Balance Sheet as of March 31, 2024 and the Audited Consolidated Balance Sheet as of December 31, 2023, respectively.

7. INCOME TAXES

Year-to-date income tax expense or benefit is the product of the most current projected annual effective tax rate ("PAETR") and the actual year-to-date pretax income (loss) adjusted for any discrete items. The income tax expense or benefit for a particular quarter, is the difference between the year-to-date calculation of income tax expense or benefit and the year-to-date calculation for the prior year period. Items unrelated to current period ordinary income or loss are recognized entirely in the period identified as a discrete item of tax.

The Company's PAETR differs from the U.S. federal statutory rate of 21.0% during the three months ended March 31, 2024 and 2023 primarily due to the impact of maintaining a U.S. valuation allowance provided on U.S. deferred tax assets.

The Company's income before taxes, income tax provision or benefit and effective tax rates were as follows:

<i>(In thousands, except percentages)</i>	Three Months Ended March 31,	
	2024	2023
Income (loss) before income taxes	\$ 25,851	\$ (2,698)
Benefit from income taxes	(1,105)	(116)
Effective tax rate	(4.3)%	4.3 %

During the three months ended March 31, 2024, the Company recognized a discrete tax benefit attributable to the excess tax benefits of stock-based compensation. This discrete benefit was the primary driver of the three months ended March 31, 2024 tax benefit recorded as well as changes to the effective tax rate as compared to the prior year.

The Company periodically evaluates the realizability of its net deferred tax assets based on all available evidence, both positive and negative. The realization of net deferred tax assets is dependent on the Company's ability to generate sufficient future taxable income to fully utilize these assets. As of March 31, 2024, the Company continues to maintain a full allowance against its U.S. federal and state net deferred tax assets.

8. STOCK-BASED COMPENSATION

Prior to the IPO, the Company granted options to purchase shares of the Company's common stock and restricted stock units ("RSU") in respect of shares of the Company's common stock to employees, directors and consultants under the Company's 2011 Equity Incentive Plan. In July 2021, Duolingo adopted the 2021 Incentive Award Plan ("2021 Plan") and the 2021 Employee Stock Purchase Plan ("ESPP"), each of which became effective on July 26, 2021 in connection with the IPO. An aggregate of 7,946 shares and 1,119 shares of Class A common stock were made available for future issuance under the 2021 Plan and ESPP, respectively. Pursuant to the terms of the plan, on each January 1 through January 1, 2031, the number of shares of the Company's Class A common stock available for issuance automatically increases by the lesser of (i) 5 % of the shares outstanding on the preceding December 31 (calculated on an as-converted basis) and (ii) such smaller number of shares of common stock as determined by the Board or the Committee (as defined in the 2021 Plan). Pursuant to the terms of the ESPP, on each January 1 through January 1, 2031, the number of shares of the Company's Class A common stock available for issuance automatically increases by the lesser of (i) 1 % of the shares outstanding on the preceding December 31 and (ii) such smaller number of shares of common stock as determined by the Board or the Committee (as defined in the ESPP). On January 1, 2024, the number of Class A shares available under the 2021 Plan was increased by 2,126 shares of common stock. The Board waived the 2024 automatic annual increase of shares available for future issuance under the ESPP, and the Company intends to waive such automatic annual increase for all applicable future periods.

The Company's stock options vest based on terms in the stock option agreements, which generally provide for vesting over four years based on continued service to the Company and its subsidiaries. Each option has a term of ten years. Stock options granted under the 2021 Plan must generally have an exercise price of not less than the estimated fair market value of the underlying Class A common stock at the date of the grant. No options have been granted under the 2021 Plan.

A summary of stock option activity under the Plans was as follows:

<i>(In thousands, except prices and years)</i>	Number of options	Weighted- average exercise price	Weighted- average remaining contractual life (years)	Aggregate intrinsic value
Options outstanding at January 1, 2024	2,985	\$ 16.04	5.60	\$ 629,865
Granted (1)	—			
Exercised	(326)	11.21		
Forfeited and expired (2)	—	16.27		
Options outstanding at March 31, 2024	2,659	\$ 16.63	5.40	\$ 543,789
Options exercisable at March 31, 2024	2,578	\$ 16.34	5.36	\$ 526,630

(1) There were no stock options granted during the three months ended March 31, 2024.

(2) There was a nominal amount of forfeitures and expirations during the three months ended March 31, 2024.

The total intrinsic value of options exercised was approximately \$ 64,343 and \$ 55,062 for the periods ended March 31, 2024 and 2023, respectively.

A summary of RSU activity under the Plans was as follows:

(In thousands, except prices)	Restricted stock units	Weighted- average grant date fair value per
		share
Outstanding at January 1, 2024	2,027	\$ 106.32
Granted	51	188.43
Released	(205)	94.95
Forfeited	(29)	96.78
Outstanding at March 31, 2024	1,844	\$ 110.00

As of March 31, 2024, there was approximately \$ 710 of unrecognized stock-based compensation expense related to stock options granted under the plans with a weighted-average period of approximately six months . The amount of unrecognized stock-based compensation expense for RSUs as of March 31, 2024 was \$ 188,559 with a weighted-average period of approximately three years . Total unrecognized compensation expense as of March 31, 2024 was \$ 189,269 .

There were 9,382 shares available for grant at March 31, 2024.

Performance-based RSUs

In June 2021, the Company granted an aggregate of 1,800 performance-based RSUs (the "Founder Awards") to the Company's founders. The Founder Awards vest upon the satisfaction of both a service-based condition and a performance-based condition and generally are settled one year after vesting. The service-based condition is satisfied as to 25 % of the Founder Awards on each anniversary of the IPO on July 27, 2021, subject to the continuous service of the founders through the applicable date. The performance-based condition will be satisfied with respect to each of 10 equal tranches only if the trailing 60 -calendar day volume-weighted-average closing trading price of the Company's Class A common stock reaches certain stock-price hurdles for each such tranche, as set forth below, over a period of 10 years from the date of grant.

Any RSUs associated with stock-price hurdles not achieved by the tenth anniversary of the date of grant will terminate and be canceled for no additional consideration to the founders. The stock-price hurdles and number of RSUs eligible to vest will be adjusted to reflect any stock splits, stock dividends, combinations, reorganizations, reclassifications, or similar events under the 2021 Plan. The Founder Awards will be settled in shares of the Company's Class B common stock.

Tranche	Company Stock Price Hurdle	Number of RSUs Eligible to Vest
1	\$ 127.50	90
2	\$ 153.00	90
3	\$ 178.50	90
4	\$ 204.00	180
5	\$ 255.00	180
6	\$ 306.00	180
7	\$ 357.00	180
8	\$ 408.00	180
9	\$ 612.00	270
10	\$ 816.00	360

The Company estimated the grant date fair value of the Founder Awards using a model based on multiple stock-price paths developed through the use of a Monte Carlo simulation that incorporates into the valuation the possibility that the stock-price hurdles may not be satisfied. The weighted-average grant date fair value of the Founder Awards was estimated to be \$ 61.56 per share and the Company estimates that it will recognize total stock-based compensation expense of approximately \$ 110,817 over the derived service period of each of the ten separate tranches which is between 3.58 – 5.92 years. If the stock-price hurdles are met sooner than the requisite service period, the stock-based compensation expense will be adjusted to prospectively recognize the remaining expense over the remaining derived service period. Provided that the founders continue to provide services to the Company, stock-based compensation expense is recognized over the derived service period, regardless of whether the stock-price hurdles are achieved.

The stock-price hurdles for the third and fourth tranches were met during the three months ended December 31, 2023. As of the date of this Quarterly Report on Form 10-Q, no additional stock-price hurdles have been met.

The Company recognized \$ 5,540 and \$ 7,140 of stock-based compensation expense related to performance-based RSUs for the three months ended March 31, 2024 and 2023, respectively, which is included within General and administrative in the Unaudited Condensed Consolidated Statements of Operations and Comprehensive Income (Loss). As of March 31, 2024, there is \$ 31,195 of unrecognized stock-based compensation expense related to these awards.

Total stock-based compensation expense was \$ 24,985 and \$ 21,073 for the three months ended March 31, 2024 and 2023, respectively.

Stock-based compensation expense is included in the Unaudited Condensed Consolidated Statements of Operations and Comprehensive Income (Loss) as shown in the following table:

(In thousands)	Three Months Ended March 31,	
	2024	2023
Cost of revenues	\$ 16	\$ 11
Research and development	13,006	9,346
Sales and marketing	1,054	779
General and administrative	10,909	10,937
Total	<u>\$ 24,985</u>	<u>\$ 21,073</u>

Nominal amounts of stock-based compensation expense is capitalized into intangible assets for the three months ended March 31, 2024 and 2023 .

9. COMMITMENTS AND CONTINGENCIES

Legal Proceedings— From time to time, the Company may become involved in various legal proceedings in the ordinary course of its business and may be subject to third-party infringement claims. The outcome of any such claims or proceedings, regardless of the merits, is inherently uncertain. The Company is not currently party to any material legal proceedings.

Related Parties— The Company has determined that there were no transactions with related parties as of or during the three months ended March 31, 2024 and 2023.

Letters of Credit— The Company has a standby letter of credit obtained in connection with an operating lease. This letter of credit acts as security for the faithful performance by us of all terms, covenants and conditions of the lease agreement. The amount of the letter of credit is equal to six months rent of \$ 442 ,

totaling \$ 2,656 . The cash collateral for the letter of credit has been recognized as restricted cash in the Unaudited Condensed Consolidated Balance Sheet and is equivalent to 103 % of the letter of credit and totaled \$ 2,735 . For more information, refer to Note 6, Leases .

10. EMPLOYEE BENEFIT PLAN

The Company sponsors a profit sharing plan with a 401(k) feature, the Duolingo Retirement Plan (the "Plan"), for eligible employees. The current Plan, effective January 1, 2021, provides for Company safe harbor matching contributions of 100 % of the first 4 % of the employees' elective deferrals and 50 % of the next 2 %, with vesting starting upon the first day of employment. The Company also has the option to make discretionary matching or profit sharing contributions. The Company made safe harbor matching contributions of approximately \$ 1,583 and \$ 1,397 during the three months ended March 31, 2024 and 2023, respectively. The Company did not make any discretionary matching or profit sharing contributions during the three months ended March 31, 2024 or 2023.

11. EARNINGS (LOSS) PER SHARE

Basic and diluted net income (loss) per share attributable to common stockholders is presented in conformity with the two-class method required for participating securities.

Basic net income (loss) per share attributable to common stockholders is calculated by dividing the net income (loss) by the weighted-average number of shares of common stock outstanding during the period, less shares subject to repurchase. The diluted net income per share attributable to common stockholders is calculated by giving effect to all potential dilutive common stock equivalents outstanding for the period. The rights, including the liquidation and dividend rights, of the holders of Class A and Class B common stock are identical, except with respect to voting and conversion. Each share of Class A common stock is entitled to one vote per share and each share of Class B common stock is entitled to 20 votes per share. Each share of Class B common stock is convertible into a share of Class A common stock voluntarily at any time by the holder, and automatically upon certain events. The Class A common stock has no conversion rights. As the liquidation and dividend rights are identical for Class A and Class B common stock, the undistributed earnings are allocated on a proportional basis and the resulting net income (loss) per share attributable to common stockholders will, therefore, be the same for both Class A and Class B common stock on an individual or combined basis.

(In thousands, except per share data)	Three Months Ended March 31,	
	2024	2023
Numerator:		
Net income (loss) attributable to Class A and Class B common stockholders	\$ 26,956	\$ (2,582)
Denominator:		
Weighted-average shares in computing net income (loss) per share attributable to Class A and Class B common stockholders, basic and diluted	42,780	40,618
Effect of dilutive securities		
Founder awards where performance has been met	270	—
Dilutive effect of stock options outstanding (1)	2,459	—
RSUs outstanding	1,844	—
Denominator for dilutive net income per common share - weighted-average shares	47,353	40,618
Basic income (loss) per common share	\$ 0.63	\$ (0.06)
Diluted income (loss) per common share	\$ 0.57	\$ (0.06)

(1) The Company had 2.7 million options outstanding as of March 31, 2024. The estimated dilutive effect is calculated as the number of shares expected to be issued upon vesting or exercise, adjusted for the strike price proceeds that are received by the Company and assumed to be used to repurchase shares of Duolingo common stock.

Since the Company was in a net loss position for the three months ended March 31, 2023 there is no difference between the number of shares used to calculate basic and diluted loss per share. The potential shares of common stock that were excluded from the computation of diluted net loss per share attributable to common stockholders for the period presented because including them would have been antidilutive are as follows:

	Three Months Ended March
	31,
(In thousands)	2023
Stock options outstanding	3,865
RSUs outstanding	2,048
Founder awards where performance has been met	180
Total	6,093

Founder awards of 1,620, where the performance criteria has not been satisfied, are excluded from the above table because the stock-price hurdles for those awards had not been met as of March 31, 2023.

12. SUBSEQUENT EVENTS

None.

Item 2. 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 should be read in conjunction with our Unaudited Condensed Consolidated Financial Statements and related notes included elsewhere in this Quarterly Report on Form 10-Q, the audited consolidated financial statements and related notes included in our Annual Report on Form 10-K and in Part II, Item 7. "Management's Discussion and Analysis of Financial Condition and Results of Operations" of our Annual Report on Form 10-K. The following discussion contains forward-looking statements, such as those relating to our plans, objectives, expectations, intentions, and beliefs, that involve risks, uncertainties and assumptions. Our actual results could differ materially from these forward-looking statements as a result of many factors, including those discussed in Part II, Item 1A. "Risk Factors," "Special Note Regarding Forward-Looking Statements," and included elsewhere in this Quarterly Report on Form 10-Q, and in Part II, Item 7. "Management's Discussion and Analysis of Financial Condition and Results of Operations" of our Annual Report on Form 10-K. Our historical results are not necessarily indicative of the results that may be expected for any periods in the future.

Amounts reported in millions are rounded based on the amounts in thousands. As a result, the sum of the components reported in millions may not equal the total amount reported in millions due to rounding. In addition, percentages presented are calculated from the underlying numbers in thousands and may not add to their respective totals due to rounding.

Overview

Our flagship app has organically become the world's most popular way to learn languages and the top-grossing Education app in the App Stores, offering courses in over 40 languages to over 95 million monthly active users for the three months ended March 31, 2024. We believe that we have become the

preeminent online destination for language learning due to our beautifully designed products, exceptional user engagement, and demonstrated learning efficacy.

Key Operating Metrics and Non-GAAP Financial Measures

We regularly review a number of key operating metrics and non-GAAP financial measures to evaluate our business, measure our performance, identify trends, prepare financial projections and make business decisions. The measures set forth below should be considered in addition to, not as a substitute for or in isolation from, our financial results prepared in accordance with GAAP. Monthly active users (MAUs) and daily active users (DAUs), along with paid subscribers, subscription bookings and total bookings, are operating metrics that help inform management about the underlying growth in users of our platform, and are a measure of our monetization efforts. To calculate the year-over-year change in MAUs and DAUs for a given period, we subtract the average for the same period in the previous year from the average for the same period in the current year and divide the result by the average for the same period in the previous year. Other companies, including companies in our industry, may calculate these measures differently or not at all, which reduces their usefulness as comparative measures.

(In millions)	Three Months Ended March 31,	
	2024	2023
Operating Metrics		
Monthly active users (MAUs)	97.6	72.6
Daily active users (DAUs)	31.4	20.3
Paid subscribers (at period end)	7.4	4.8
(In thousands)	Three Months Ended March 31,	
	2024	2023
Operating Metrics		
Subscription bookings	\$ 161,466	\$ 110,122
Total bookings	\$ 197,452	\$ 140,054
Non-GAAP Financial Measures		
Net income (loss) (GAAP)	\$ 26,956	\$ (2,582)
Adjusted EBITDA	\$ 44,005	\$ 15,111
Net cash provided by operating activities (GAAP)	\$ 83,514	\$ 29,604
Free cash flow	\$ 79,621	\$ 28,792

Operating Metrics

Monthly active users (MAUs). MAUs are defined as unique users who engage with our Duolingo App or the learning section of our website each month. MAUs are reported for a measurement period by taking the average of the MAUs for each calendar month in that measurement period. The measurement period for MAUs is the three months ended March 31, 2024 and the same period in the prior year where applicable, and the analysis of results is based on those periods. MAUs are a measure of the size of our global active user community on Duolingo.

We had approximately 97.6 million and 72.6 million MAUs for the three months ended March 31, 2024 and 2023, respectively, representing an increase of 35% from the prior year period. We grew MAUs through product initiatives designed to make the app more social and engaging, through marketing, and

through improving our courses, all of which we believe helped us attract new users, retain existing users, and reengage the millions of former users who return to our Duolingo App.

Daily active users (DAUs). DAUs are defined as unique users who engage with our Duolingo App or the learning section of our website each calendar day. DAUs are reported for a measurement period by taking the average of the DAUs for each day in that measurement period. The measurement period for DAUs is the three months ended March 31, 2024 and the same period in the prior year where applicable, and the analysis of results is based on those periods. DAUs are a measure of the consistent engagement of our global user community on Duolingo.

We had approximately 31.4 million and 20.3 million DAUs for the three months ended March 31, 2024 and 2023, respectively, representing an increase of 54% from the prior year period. The DAU / MAU ratio, which we believe is an indicator of user engagement, increased to 32.1% from 28.0% a year ago. We grew DAUs through many of the same product initiatives as we grew MAUs, such as making the product more fun and engaging.

Paid Subscribers. Paid subscribers are defined as users who pay for access to any Duolingo subscription offering and had an active subscription as of the end of the measurement period. Each unique user account is treated as a single paid subscriber regardless of whether such user purchases multiple subscriptions, and the count of paid subscribers does not include users who are currently on a free trial or who are non-paying members of a family plan.

As of March 31, 2024 and 2023, we had approximately 7.4 million and 4.8 million paid subscribers, respectively, representing an increase of 54% from the prior year period. We grew paid subscribers through product initiatives designed to make Duolingo subscription offerings more appealing which we believe helped us attract new subscribers and retain existing subscribers.

Subscription Bookings and Total Bookings. Subscription bookings represent the amounts we receive from a purchase of any Duolingo subscription offering. Total bookings include subscription bookings, income from advertising networks for advertisements served to our users, purchases of the Duolingo English Test, and in-app purchases of virtual goods. We believe bookings provide an indication of trends in our operating results, including cash flows, that are not necessarily reflected in our revenues because we recognize subscription revenues ratably over the lifetime of a subscription, which is generally from one to twelve months.

For the three months ended March 31, 2024 and 2023, we generated \$161.5 million and \$110.1 million of subscription bookings, respectively, representing an increase of 47% from the prior year period. We grew subscription bookings by selling more first-time and renewal subscriptions.

For the three months ended March 31, 2024 and 2023, we generated \$197.5 million and \$140.1 million total bookings, respectively, representing an increase of 41% from the prior year period. We grew total bookings through growth in subscription bookings noted above, in addition to growth in the Duolingo English Test, advertising and in-app purchases.

Non-GAAP Financial Measures

We use certain non-GAAP financial measures to supplement our Unaudited Condensed Consolidated Financial Statements, which are presented in accordance with GAAP. These non-GAAP financial measures include Adjusted EBITDA and free cash flow. We use these non-GAAP financial measures for financial and operational decision-making and as a means to evaluate period-to-period comparisons. By excluding certain items that may not be indicative of our recurring core operating results, we believe that Adjusted EBITDA and free cash flow provide meaningful supplemental information regarding our performance. Accordingly, we believe these non-GAAP financial measures are useful to investors and others because they allow for additional information with respect to financial measures used by

management in its financial and operational decision-making and they may be used by our institutional investors and the analyst community to help them analyze the health of our business. However, there are a number of limitations related to the use of non-GAAP financial measures, and these non-GAAP financial measures should be considered in addition to, not as a substitute for or in isolation from, our financial results prepared in accordance with GAAP. Other companies, including companies in our industry, may calculate these non-GAAP financial measures differently or not at all, which reduces their usefulness as comparative measures.

The effect of currency exchange rates on our business is an important factor in understanding period to period comparisons. We use non-GAAP percentage change in constant currency revenues, which exclude the impact of fluctuations in foreign currency exchange rates, for financial and operational decision-making and as a means to evaluate period-to-period comparisons. We believe this information is useful to investors to facilitate comparisons and better identify trends in our business. The impact of changes in foreign currency may vary significantly from period to period, and such changes generally are outside of the control of our management. We calculate constant currency revenues by using current period foreign currency revenues and translating them to constant currency using prior year comparable period exchange rates for the entire period of related bookings. Constant currency revenue percentage change is calculated by dividing the difference between constant currency revenue and the prior year comparable period revenue by the prior year comparable period revenue.

Adjusted EBITDA. Adjusted EBITDA is defined as net income (loss) excluding interest income, income taxes, depreciation and amortization, stock-based compensation expenses related to equity awards, acquisition earn-out costs, and gain on sale of capitalized software. Adjusted EBITDA is used by management to evaluate the financial performance of our business and we present Adjusted EBITDA because we believe it is helpful in highlighting trends in our operating results and that it is frequently used by analysts, investors and other interested parties to evaluate companies in our industry. The following table presents a reconciliation of our net income (loss), the most directly comparable financial measure presented in accordance with GAAP, to Adjusted EBITDA.

(In thousands)	Three Months Ended March 31,	
	2024	2023
Net income (loss)	\$ 26,956	\$ (2,582)
Add (deduct):		
Interest income	(10,033)	(5,639)
Benefit from income taxes	(1,105)	(116)
Depreciation and amortization	2,074	1,762
Stock-based compensation expenses related to equity awards (1)	26,113	21,673
Acquisition earn-out costs (2)	—	113
Gain on sale of capitalized software (3)	—	(100)
Adjusted EBITDA	\$ 44,005	\$ 15,111

- (1) In addition to stock-based compensation expense of \$25.0 million and \$21.1 million for the three months ended March 31, 2024 and 2023, this includes costs incurred related to taxes paid on equity transactions as follows:

(In thousands)	Three Months Ended March 31,	
	2024	2023
Research and development	\$ 536	\$ 240
Sales and marketing	29	14
General and administrative	563	346
Total	\$ 1,128	\$ 600

- (2) Represents costs incurred related to the earn-out payment on an acquisition, which is included within General and administrative within our Unaudited Condensed Consolidated Statements of Operations and Comprehensive Income (Loss).
- (3) Represents proceeds from a sale of capitalized software, which is included within Other (expense) income, net within our Unaudited Condensed Consolidated Statements of Operations and Comprehensive Income (Loss).

For the three months ended March 31, 2024 and 2023, we generated net income of \$27.0 million and net loss of \$2.6 million, respectively. Our generation of net income as compared to a net loss in the comparative period was due to a combination of our growth in revenue, a reduction in operating expenses as a percentage of revenue as compared to the prior year period, and an increase in interest income of \$4.4 million during the three months ended March 31, 2024.

For the three months ended March 31, 2024 and 2023, we generated Adjusted EBITDA of \$44.0 million and \$15.1 million, respectively. Adjusted EBITDA increased due to a combination of our growth in revenue and a reduction in operating expenses as a percentage of revenue as compared to the prior year periods.

Free Cash Flow. Free cash flow represents net cash provided by operating activities, reduced by capitalized software development costs and purchases of property and equipment and increased by taxes paid related to stock-based compensation equity awards as we believe they are not indicative of future liquidity. We believe that free cash flow is a measure of liquidity that provides useful information to our management, investors and others in understanding and evaluating the strength of our liquidity and future ability to generate cash that can be used for strategic opportunities or investing in our business. Free cash flow has certain limitations in that it does not represent our residual cash flow for discretionary expenditures and our non-discretionary commitments. The following table presents a reconciliation of net cash provided by operating activities, the most directly comparable financial measure calculated in accordance with GAAP, to free cash flow:

(In thousands)	Three Months Ended March 31,	
	2024	2023
Net cash provided by operating activities	\$ 83,514	\$ 29,604
Less: Capitalized software development costs and purchases of intangible assets	(3,607)	(731)
Less: Purchases of property and equipment	(1,414)	(681)
Plus: Taxes paid related to stock-based compensation equity awards	1,128	600
Free cash flow	\$ 79,621	\$ 28,792

For the three months ended March 31, 2024 and 2023, we generated \$83.5 million and \$29.6 million of net cash provided by operating activities, respectively. The increase in net cash provided by operating activities was mainly due to our generation of positive net income as discussed under the heading Adjusted EBITDA above and timing of amounts received from our payment service providers in the current period as compared to the same period in the prior year.

For the three months ended March 31, 2024 and 2023, we generated \$79.6 million and \$28.8 million of free cash flow, respectively. The increase in free cash flow was mainly attributable to the increase in net cash provided by operating activities.

Constant Currency. The effect of currency exchange rates on our business is an important factor in understanding period to period comparisons. We use non-GAAP constant currency revenues and non-GAAP percentage change in constant currency revenues for financial and operational decision-making and as a means to evaluate period-to-period comparisons.

Total revenues were \$167.6 million for the three months ended March 31, 2024, which represents an increase of 45% (on both a reported and constant currency basis) over the three months ended March 31, 2023. Subscription revenues totaled \$131.7 million for the three months ended March 31, 2024, which represented an increase of 53% (on both a reported and constant currency basis) over the three months ended March 31, 2023.

Components of Our Results of Operations

Revenue

We generate revenues primarily from the sale of subscriptions. The term-length of our subscription agreements are primarily monthly or annual, with the family plan offered as an annual subscription. We also generate revenue from advertising, the in-app sale of virtual goods, and the Duolingo English Test.

Cost of Revenues

Cost of revenues predominantly consists of third-party payment processing fees charged by various distribution channels, and also includes hosting fees. To a much lesser extent, cost of revenues includes costs for contractors, wages and stock-based compensation for certain employees in the capacity of customer support, amortization of revenue generating capitalized software, and depreciation of certain property and equipment.

We intend to continue to invest additional resources in our infrastructure and our customer support and success organization to expand the capabilities of our platform and ensure that our users are realizing the full benefit of our products. The level, timing, and relative investment in these areas could affect our cost of revenues in the future.

Gross Profit and Gross Margin

Gross profit represents revenues less cost of revenues. Gross margin is gross profit expressed as a percentage of revenues. Our gross profit may fluctuate from period to period as our revenues fluctuate, and also as a result of the timing and amount of investments we make in items related to cost of revenues.

Operating Expenses

Our operating expenses consist of research and development, sales and marketing, and general and administrative expenses. Personnel costs are the most significant component of operating expenses and consist of salaries, benefits, and stock-based compensation expense. Operating expenses also include overhead costs for facilities, including depreciation expense.

Research and Development. We invest heavily in research and development to create new products and product features that help us grow our user base, engage our users, monetize our users, and teach our users. This, in turn, drives additional growth in, and better lifetime value of, our paid subscribers, as well as increased advertising revenue from impressions from our free users. Expenses are primarily made

up of costs incurred for the development of new and improved products and features in our applications. Such expenses include employee-related compensation, including stock-based compensation, of engineers, designers, and product managers, in addition to materials, travel and direct costs associated with the design and required testing of our platform. We expect engineers, designers, and product managers to represent a significant portion of our employees for the foreseeable future. We typically capitalize a small portion of research and development costs, mostly consisting of wages, each period into capitalized software when the work is specific to launching a new product, or making major upgrades to our existing products or platforms. We regularly test product improvements with our users. Many of these tests start by making small changes in the product that affect small numbers of users. As the tests evolve, they can require increasing investment and can impact more users. This process of constant testing is how we implement many of our new products and improvements to our platform and, in total, require large investments and involve substantial time and risks to develop and launch. Some of these products and product improvements may not be well received or may take a long time for users to adopt. As a result, the benefits of our research and development investments may be difficult to forecast. We expect research and development to continue to be our largest operating expense, but expect that it will decline as a percentage of revenues over the long-term.

Sales and Marketing. Sales and marketing expenses are expensed as incurred and consists primarily of brand advertising, marketing, digital and social media spend, field marketing, travel, trade show sponsorships and events, conferences, and employee-related compensation, including stock-based compensation for personnel engaged in sales and marketing functions, and amortization of non-revenue generating capitalized software used to promote Duolingo. We expect our sales and marketing expenses will decline as a percentage of revenues over the near-term.

General and Administrative. General and administrative expenses primarily consist of employee-related compensation, including stock-based compensation, for management and administrative functions, including our finance and accounting, legal, and people teams. General and administrative expenses also include certain professional services fees, general corporate and director and officer insurance, our facilities costs, public company costs to comply with the rules and regulations of the SEC and the Listing Rules of the Nasdaq Global Select Market, and other general overhead costs that support our operations. We expect that our general and administrative expenses will increase in absolute dollars as our business grows. However, we expect that our general and administrative expenses will decrease as a percentage of our revenues as our revenues grow faster than these expenses over the long-term.

Interest Income

Interest income consists of income earned on our money market funds included in cash and cash equivalents and on our marketable securities.

Other (expense) income, net

Other (expense) income, net consists primarily of foreign currency exchange gains and losses.

Benefit from income taxes

The benefit for income taxes represents the income tax provision associated with our operations based on the tax laws of the jurisdictions in which we operate. In addition to the U.S., we also operate in foreign jurisdictions that have different statutory rates. Our effective tax rates will vary depending on the relative proportion of foreign to domestic income, changes in the valuation of our deferred tax assets and liabilities, and changes in tax laws.

Results of Operations

Comparison of the three months ended March 31, 2024 and 2023

The following table sets forth our Unaudited Condensed Consolidated Statements of Operations and Comprehensive Income (Loss) data, including year-over-year change, for the periods indicated:

(In thousands)	Three Months Ended March 31,		% Change
	2024	2023	
Revenues	\$ 167,553	\$ 115,661	45%
Cost of revenues (1) (2)	45,191	31,492	43
Gross profit	122,362	84,169	45
Operating expenses:			
Research and development (1) (2)	50,878	45,844	11
Sales and marketing (1) (2)	19,931	16,601	20
General and administrative (1) (2)	35,114	30,243	16
Total operating expenses	105,923	92,688	14
Income (loss) from operations	16,439	(8,519)	nm
Other (expense) income, net	(621)	182	nm
Income (loss) before interest income and income taxes	15,818	(8,337)	nm
Interest income	10,033	5,639	78
Income (loss) before income taxes	25,851	(2,698)	nm
Benefit from income taxes	(1,105)	(116)	>100
Net income (loss) and comprehensive income (loss)	\$ 26,956	\$ (2,582)	nm

(1) Includes stock-based compensation expenses as follows:

(In thousands)	Three Months Ended March 31,	
	2024	2023
Cost of revenues	\$ 16	\$ 11
Research and development	13,006	9,346
Sales and marketing	1,054	779
General and administrative	10,909	10,937
Total	\$ 24,985	\$ 21,073

(2) Includes amortization of capitalized software and depreciation of property and equipment as follows:

(In thousands)	Three Months Ended March 31,	
	2024	2023
Cost of revenues (a)	\$ 848	\$ 403
Research and development	440	407
Sales and marketing (a)	211	398
General and administrative	575	554
Total	\$ 2,074	\$ 1,762

(a) Amortization of capitalized software is recorded to Cost of revenue and Sales and marketing for revenue and non-revenue generating capitalized software, respectively.

The following table sets forth the components of our Unaudited Condensed Consolidated Statements of Operations and Comprehensive Income (Loss) for each of the periods presented as a percentage of revenue.

	Three Months Ended March 31,	
	2024	2023
Revenues	100 %	100 %
Cost of revenues	27	27
Gross profit	73	73
Operating expenses:		
Research and development	30	40
Sales and marketing	12	14
General and administrative	21	26
Total operating expenses	63	80
Income (loss) from operations	10	(7)
Other (expense) income, net	—	—
Income (loss) before interest income and income taxes	9	(7)
Interest income	6	5
Income (loss) before income taxes	15	(2)
Benefit from income taxes	(1)	—
Net income (loss) and comprehensive income (loss)	16 %	(2)%

Revenues

Revenues increased \$51.9 million, or 45%, to \$167.6 million during the three months ended March 31, 2024, from revenues of \$115.7 million during the three months ended March 31, 2023. The main drivers of the increase were:

- Subscription revenue increased by \$45.5 million during the three months ended March 31, 2024, primarily due to an increase in the average number of paid subscribers during the period;
- Advertising revenue increased by \$1.3 million during the three months ended March 31, 2024. This increase was driven by the increase in DAUs, which resulted in increased advertisements served, offset by decreases in average revenue per DAU.
- Duolingo English Test revenue increased by \$2.8 million during the three months ended March 31, 2024. The increase was primarily driven by increases in the average revenue per test;
- In-App Purchases revenue increased by \$2.1 million during the three months ended March 31, 2024. This increase was primarily driven by the increase in DAUs; and
- Other revenue increased by \$0.2 million during the three months ended March 31, 2024, primarily due to increases in revenue from Duo's Taquería.

The following table provides the changes in revenues by product type:

(in thousands)	Three Months Ended March 31,		Change	% Change
	2024	2023		
Subscription	\$ 131,688	\$ 86,185	\$ 45,503	53%
Advertising	12,952	11,635	1,317	11
Duolingo English Test	12,755	9,972	2,783	28
In-App Purchases	9,924	7,852	2,072	26
Other	234	17	217	>100
Total revenues	\$ 167,553	\$ 115,661	\$ 51,892	45%

Cost of Revenues and Gross Margin. Total gross margin increased slightly to 73.0% from 72.8% during the three months ended March 31, 2024 and 2023. This was primarily due to higher subscription gross margin contribution from an increase in subscriber revenue as a percentage of total revenue, partially offset by a decline in Advertising margins, which was due to decreases in average revenue per DAU and increased amortization of capitalized software.

The following table provides the change in cost of revenues, along with related gross margins:

(In thousands, except gross margin)	Three Months Ended March 31,					
	2024		2023		Change	% Change
	Costs	Gross Margin	Costs	Gross Margin	Costs	Gross Margin
Total cost of revenues	\$ 45,191	73.0 %	\$ 31,492	72.8 %	\$ 13,699	0.2 %

Operating Expenses

Research and Development. Research and development expense increased by \$5.0 million, or 11%, to \$50.9 million during the three months ended March 31, 2024 from \$45.8 million during the three months ended March 31, 2023. The increase was mainly due to:

- Increased net personnel costs of \$5.7 million. Total gross personnel costs increased by \$8.3 million, of which \$4.0 million of the increase was related to stock-based compensation expense. This increase was reduced by an additional \$2.6 million wages recorded as capitalized software as compared to the same period in the prior year;
- Increased web services and technology costs of \$0.5 million; and
- Increased travel and meal costs of \$0.1 million;

The above increases were partially offset by a decrease in net contractor costs of \$1.3 million.

Research and development continues to be our largest operating expense as we test and experiment with new products and product features and improve existing ones to drive engagement and efficacy of our products. Increased engagement and efficacy, we believe, help drive organic growth in MAUs and DAUs, growth in, and better retention of, paid subscribers, as well as increased advertising opportunities with free users.

Sales and Marketing. Sales and marketing expense increased by \$3.3 million, or 20%, to \$19.9 million during the three months ended March 31, 2024 from \$16.6 million during the three months ended March 31, 2023.

This increase was mainly due to:

- Increased direct marketing and other expenses of \$2.8 million; and
- Increased personnel costs of \$0.5 million driven primarily by the growth in headcount, including increased stock-based compensation expense of \$0.3 million.

Direct marketing spend and other marketing expenses as a percentage of revenue decreased as a result of applying learnings from past years, which enabled us to leverage marketing expenses more efficiently.

General and Administrative. General and administrative expense increased by \$4.9 million, or 16%, to \$35.1 million during the three months ended March 31, 2024 from \$30.2 million during the three months ended March 31, 2023. This increase was mainly due to:

- Increased personnel costs of \$1.8 million, including increased stock-based compensation expense of \$0.2 million;
- Increased facility-related costs of \$1.2 million;
- Increased professional fees of \$0.9 million;
- Increased web services and technology costs of \$0.6 million;
- Increased travel and meals expenses of \$0.4 million; and
- Increased sales and VAT taxes and other expenses of \$0.4 million.

The above increases were partially offset by decreases in insurance costs and other costs of \$0.4 million.

Interest Income

Interest income increased by \$4.4 million, or 78%, to \$10.0 million during the three months ended March 31, 2024, from \$5.6 million during the three months ended March 31, 2023 due to an increase in interest rates earned on our money market funds and higher average balances.

Other (expense) income, net

Other (expense) income, net decreased by \$0.8 million, during the three months ended March 31, 2024, mainly from the impact from changes in foreign currency rates.

Benefit from income taxes

Benefit for income taxes increased \$1.0 million, to \$1.1 million during the three months ended March 31, 2024, from \$0.1 million during the three months ended March 31, 2023, primarily attributable to the excess tax benefits of stock-based compensation activity which occurred during the period.

Liquidity and Capital Resources

Since inception, we have financed operations primarily through revenues and the net proceeds we have received from the issuance of equity.

As of March 31, 2024, we had \$829.7 million in cash and cash equivalents. Our cash and cash equivalents primarily consist of bank deposits and money market funds. Our marketable securities consist of U.S. government treasury and agency securities.

We believe that our existing cash and cash equivalents, and cash flow from operations will be sufficient to support working capital and capital expenditure requirements for at least the next 12 months. Our future capital requirements will depend on many factors, including our subscription growth rate and renewal activity, the timing of cash received from our payment processing platforms, the expansion of our sales

and marketing activities, the introduction of new products and the enhancements to existing products, and the current uncertainty in the global markets impacting, for example, consumer spending, inflation and foreign currency exchange rates. If we cannot meet our future capital requirements, we may be required to seek additional liquidity. If we are unable to raise additional capital or generate cash flows necessary to expand our operations and invest in continued innovation, we may not be able to compete successfully, which would harm our business and financial condition and results of operations.

A substantial source of our cash from operations comes from deferred revenue, which is included in the liabilities section of our Unaudited Condensed Consolidated Balance Sheet. Deferred revenues consists of the unearned portion of customer billings, which is recognized as revenue in accordance with our revenue recognition policy. As of March 31, 2024, we had deferred revenues of \$279.3 million, which is recorded as a current liability and expected to be recognized as revenue in the next 12 months, provided all other revenue recognition criteria have been met.

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

<i>(In thousands)</i>	Three Months Ended March 31,	
	2024	2023
Net cash provided by operating activities	\$ 83,514	\$ 29,604
Net cash used for investing activities	(5,021)	(1,312)
Net cash provided by financing activities	3,610	4,619
Net increase in cash, cash equivalents and restricted cash	<u>\$ 82,103</u>	<u>\$ 32,911</u>

Operating Activities

Cash flows from operating activities can fluctuate significantly from period to period due to timing of payments and cash collections. Our largest source of operating cash is cash collection from sales of subscriptions to our users. Our primary uses of cash from operating activities are for personnel expenses, marketing expenses, hosting expenses, and overhead expenses.

Cash provided by operating activities increased by \$53.9 million, or 182%, to \$83.5 million for the three months ended March 31, 2024 from \$29.6 million for the three months ended March 31, 2023. This increase was mainly due to generation of net income during the current period and the timing of amounts received from our payment service providers in the current period as compared to the same period in the prior year.

Investing Activities

Cash used for investing activities increased by \$3.7 million, or 283%, to \$5.0 million for the three months ended March 31, 2024, from \$1.3 million for the three months ended March 31, 2023. The increase was due to the increases in costs from capitalization of software development and purchases of property and equipment as compared to the prior period.

Financing Activities

Cash provided by financing activities decreased by \$1.1 million, or 24%, to \$3.6 million for the three months ended March 31, 2024 from \$4.6 million for the three months ended March 31, 2023. The decrease was due to a decrease in proceeds from exercises of stock options.

Critical Accounting Estimates

Our Unaudited Condensed Consolidated Financial Statements and the related notes thereto included elsewhere in this Quarterly Report on Form 10-Q are prepared in accordance with GAAP. The preparation of Unaudited Condensed Consolidated Financial Statements also requires us to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue, costs and expenses, and related disclosures. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances. Actual results could differ significantly from the estimates made by management. To the extent that there are differences between our estimates and actual results, our future financial statement presentation, financial condition, results of operations, and cash flows will be affected.

There have been no material changes to our critical accounting policies and estimates as compared to those described in "Management's Discussion and Analysis of Financial Condition and Results of Operations" set forth in our Annual Report on Form 10-K.

Recent Accounting Pronouncements

See Note 1. Description of the Business and Basis of Presentation and Note 2. Summary of Significant Accounting Policies in the notes to our Unaudited Condensed Consolidated Financial Statements included in Part I, Item I of this Quarterly Report on Form 10-Q for a discussion of Recent Accounting Pronouncements.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

Interest Rate Risk

As of March 31, 2024, we had \$781.8 million of cash equivalents invested in money market funds. Our cash and cash equivalents are held for working capital purposes in addition to future investments in our product. We do not enter into investments for trading or speculative purposes. Our investments are exposed to market risk due to a fluctuation in interest rates, which may affect our interest income and the fair market value of our investments. As of March 31, 2024, a hypothetical 10% relative change in interest rates would not have a material impact on our Unaudited Condensed Consolidated Financial Statements.

Foreign Currency Exchange Risk

Our reporting currency and the functional currency of our wholly owned foreign subsidiaries is the U.S. dollar. Certain of our payment providers translate our payments from local currency into USD at time of settlement, which means that during periods of a strengthening U.S. dollar, our international receipts could be reduced. Our operating expenses are denominated in the currencies of the countries in which our operations are located, which are primarily in the U.S., China and Germany. Our consolidated results of operations and cash flows are, therefore, subject to fluctuations due to changes in foreign currency exchange rates and may be adversely affected in the future due to changes in foreign exchange rates. In addition, as foreign currency exchange rates fluctuate, the translation of our international receipts into U.S. dollars affects the period-over-period comparability of our operating results and can result in foreign currency exchange gains and losses. To date, we have not entered into any hedging arrangements with respect to foreign currency risk or other derivative financial instruments, although we may choose to do so in the future. A hypothetical 10% increase or decrease in the relative value of the U.S. dollar to other currencies would not have a material effect on our operating results.

Inflation Risk

Inflationary factors such as increases in costs may adversely affect our results of operations. We do not believe that inflation has had a material effect on our business, financial condition or results of operations to date. If our costs were to become subject to significant inflationary pressures, we may not be able to

fully offset such higher costs through price increases. Our inability or failure to do so could harm our business, financial condition or results of operations.

Item 4. Controls and Procedures

Limitations on Effectiveness of Controls and Procedures

Our disclosure controls and procedures and internal control over financial reporting are designed to provide reasonable assurance of achieving their desired objectives. Management does not expect, however, that our disclosure controls and procedures or our internal control over financial reporting will prevent or detect all error and fraud. Any control system, no matter how well designed and operated, is based upon certain assumptions and can provide only reasonable, not absolute, assurance that its objectives will be met. Further, no evaluation of controls can provide absolute assurance that misstatements due to error or fraud will not occur or that all control issues and instances of fraud, if any, within the Company have been detected.

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our principal executive officer and principal financial officer, conducted an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures, as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act, as of the end of the period covered by this Quarterly Report on Form 10-Q. Based on that evaluation, our principal executive officer and principal financial officer have concluded that our disclosure controls and procedures were effective as of the end of the period covered by this Quarterly Report on Form 10-Q to provide reasonable assurance that information required to be disclosed by us in reports that we file or submit under the Exchange Act is (i) recorded, processed, summarized and reported within the time periods specified in the SEC rules and forms and (ii) accumulated and communicated to our management, including our principal executive officer and principal financial officer, as appropriate to allow timely decisions regarding required disclosure.

Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting, as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act, during the three months ended March 31, 2024 that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Part II Other Information

Item 1. Legal Proceedings

From time to time we may be involved in claims and proceedings arising in the course of our business. The outcome of any such claims or proceedings, regardless of the merits, is inherently uncertain. We are not currently party to any material legal proceedings.

Item 1A. Risk Factors

Our business, operations and financial results are subject to various risks and uncertainties that could materially adversely affect our business, financial condition, results of operations and the trading price of our Class A common stock. You should carefully consider the risks and uncertainties described below, together with all of the other information contained in this Quarterly Report on Form 10-Q, including Part I, Item 2. "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the financial statements and the related notes. If any of the following risks actually occur, it could harm our business, prospects, financial condition, and results of operations and future prospects. In such an event, the market price of our Class A common stock could decline and you could lose all or part of your investment. This Quarterly Report on Form 10-Q also contains forward-looking statements that involve risks and uncertainties. Our actual results could differ materially from those anticipated in the forward-looking statements as a result of factors that are described below and elsewhere in this Quarterly Report.

Risks Related to Our Business and Industry

If we fail to keep existing users or add new users, or if our users decrease their level of engagement with our products or do not convert to paying users, our revenue, financial results and business may be significantly harmed.

The size of our user base and our users' level of engagement and paid conversion are critical to our success. Our financial performance has been and will continue to be significantly determined by our success in adding, keeping and engaging users of our products and converting them into paying subscribers who remain continuing paying subscribers. We expect that the size of our user base will fluctuate or decline in one or more markets from time to time. If people do not perceive our products to be useful, effective, reliable, and/or trustworthy, we may not be able to attract or keep users or otherwise maintain or increase the frequency and duration of their engagement or the percentage of users that are converted into or remain paying subscribers. There is no guarantee that we will not experience an erosion of our user or subscriber base or engagement levels. User engagement can be difficult to measure, particularly as we introduce new and different products and services. Any number of factors can negatively affect user stickiness, growth, engagement and conversion, including if:

- users increasingly engage with other competitive products or services instead of our own;
- user behavior on any of our products changes, including decreases in the frequency and duration of use of our products and services;
- users feel that their experience is diminished as a result of the decisions we make with respect to the frequency, prominence, format, size and quality of ads that we display;
- users become concerned about our user data practices or other matters related to privacy, security and the sharing of user data;
- users lose confidence in our ability to teach language or there is a decrease in user stickiness as a result of users no longer being interested in pursuing online language learning or reaching a point where they feel our product cannot advance their language ability;

- users are no longer willing to pay for subscriptions or in-app purchases or we are unable to increase the price of our subscriptions or in-app purchases;
- users have difficulty installing, updating or otherwise accessing our products on mobile devices as a result of actions by us or third parties that we rely on to distribute our products and deliver our services;
- we fail to introduce new features, products or services that users find engaging or that are well received, or if we introduce new products or services, or make changes to existing products and services, that are not favorably received or that we are not able to monetize;
- initiatives designed to attract and keep users and increase engagement are unsuccessful or discontinued, whether as a result of actions by us, third parties or otherwise;
- third-party initiatives that may enable greater use of our products, including low-cost or discounted data plans, are discontinued;
- we adopt terms, policies or procedures related to areas such as user data or advertising that are perceived negatively by our users or the general public;
- we fail to combat inappropriate or abusive activity on our platform;
- we fail to provide adequate customer service to users, marketers or other partners;
- we fail to protect our brand image or reputation;
- we, our partners, or companies in our industry are the subject of adverse media reports or other negative publicity, including as a result of our or their user data practices;
- technical or other problems prevent us from delivering our products in a rapid and reliable manner or otherwise affect the user experience, such as unplanned site outages due to our failure or the failure of third-party systems we rely on, security breaches, distributed denial-of-service attacks or failure to prevent or limit spam or similar content;
- there is decreased engagement with our products as a result of internet shutdowns or other actions by governments that affect the accessibility of our products in any of our markets;
- there is decreased engagement with our products, or failure to accept our terms of service, as part of changes that we have implemented, or may implement, in the future in connection with regulations, regulatory actions or otherwise;
- there is decreased engagement with our products as a result of changes in prevailing social, cultural or political preferences in the markets where we operate; or
- there are changes mandated by legislation, regulatory authorities or litigation that adversely affect our products or users.

From time to time, certain of these factors have negatively affected user stickiness, growth and engagement to varying degrees. If we are unable to maintain or increase our user base and user engagement, our revenue and financial results may be materially adversely affected. In addition, we may not experience rapid user growth or engagement in countries that have high mobile device penetration, but due to the lack of sufficient cellular based data networks, consumers rely heavily on Wi-Fi and may not access our products regularly throughout the day. Any decrease in user stickiness, growth or engagement is likely to have a material and adverse impact on our revenue, business, financial condition and results of operations. If our user growth rate slows or declines, we will become increasingly dependent on paid marketing to attract users and our ability to maintain or increase levels of user engagement and monetization in order to drive revenue growth.

The online language learning industry is highly competitive, with low switching costs and a consistent stream of new products and entrants, and innovation by our competitors may disrupt our business.

The online language learning industry is highly competitive, with a consistent stream of new products and entrants. As a result, new products, entrants and business models are likely to continue to emerge, both in the U.S. and abroad. It is possible that a new product could gain rapid scale at the expense of existing brands through harnessing a new technology (such as generative AI), or a new or existing distribution channel, creating a new or different approach to connecting people or some other means. We compete for learners' time, attention, and share of wallet not only with other online and app-based language learning platforms, but also with offline forms of language learning. Because of the extensibility of the Duolingo platform beyond language learning, we also compete with language learning assessment providers and literacy platforms and may compete with other kinds of online learning platforms in the future.

Many of the current and potential competitors, both domestically and internationally, have substantially greater financial, technical, sales, marketing and other resources than we do, as well as in some cases, lower costs. Some competitors offer more differentiated products (for example, online learning as well as physical classrooms and textbooks) that may allow them to more flexibly meet changing customer preferences. Some of our competitors may enjoy better competitive positions in certain geographical regions, user demographics or other key areas that we currently serve or may serve in the future, or in their ability to teach certain languages or to teach speakers of certain languages other languages. These advantages could enable these competitors to offer products that are more appealing to users and potential users than our products, to respond more quickly and/or cost-effectively than us to new or changing opportunities, new or emerging technologies or changes in customer requirements and preferences, or to offer lower prices than ours or to offer free language-learning products or services.

There are a number of free online language-learning opportunities to learn grammar, pronunciation, vocabulary (including specialties in areas such as medicine and business), reading and conversation by means of podcasts and mobile applications, audio courses and lessons, videos, games, stories, news, digital textbooks, and through other means, which compete with our products. We estimate that there are thousands of free mobile applications for language learning; free products are provided in at least 50 languages by private companies, universities and government agencies. Low barriers to entry allow start-up companies with lower costs and less pressure for profitability to compete with us. Competitors that are focused more on user acquisition rather than profitability may be able to offer products at significantly lower prices or for free. As free online translation services improve and become more widely available and used, people may generally become less interested in language learning. If we cannot successfully attract users of these free products and convert a sufficient portion of these free users into paying users, our business could be adversely affected. If free products become more engaging and competitive or gain widespread acceptance by the public, demand for our products could decline or we may have to lower our prices, which could adversely impact our revenue and other results.

Potential competitors also include larger companies that could devote greater resources to the promotion or marketing of their products and services, take advantage of acquisition or other opportunities more readily or develop and expand their products and services more quickly than we do. For example, in 2020, Apple released "Translate," an iOS translation app developed by Apple for iOS devices, to translate text sentences or speech between several languages. Potential competitors also include established social media companies that may develop products, features, or services that may compete with ours or operators of mobile operating systems and app stores. These social media and mobile platform competitors could use strong or dominant positions in one or more markets, and ready access to existing large pools of potential users and personal information regarding those users, to gain competitive

advantages over us. These may include offering different product features, services or pricing models that users may prefer, which may enable them to acquire and engage users at the expense of our user growth or engagement.

If we are not able to compete effectively against our current or future competitors and products or services that may emerge, the size and level of engagement of our user base may decrease, which could materially adversely affect our business, financial condition and results of operations.

Changes to our existing brand and products, or the introduction of a new brand or products, could fail to attract or keep users or generate revenue and profits.

Our ability to keep, increase, and engage our user base and to increase our revenue depends heavily on our ability to continue to evolve our existing brand and products and to create successful new brands and products. We may introduce significant changes to our existing brand and products, or acquire or introduce new and unproven brands, products and product extensions, including using technologies with which we have little or no prior development or operating experience or for which the regulatory environment is still unsettled. In addition, we often introduce a new product and delay its monetization until the product is more mature and the user base is better established. We have also invested, and expect to continue to invest, significant resources in growing our products to support increasing usage as well as new lines of business, new products, new product extensions and other initiatives to generate revenue. For example, in 2022, we launched our Math App, and in 2023 we launched our Music course, and at that time integrated both into the Duolingo App. However, neither of these has generated material revenue for us. More recently, we launched Duolingo Max which is powered by generative AI technology. There is no guarantee that investing in new lines of business, new products, new product features, new product extensions and other initiatives will succeed. If our new or enhanced brands, products, features or product extensions fail to engage users, we may fail to attract or keep users or to generate sufficient revenue, operating margin, or other value to justify our investments, and our business may be materially adversely affected.

We have had operating losses in the past and we may not be able to achieve or maintain profitability in the future.

We have recently achieved profitability, which we may be unable to sustain. Although our revenue has increased each quarter since the first quarter of 2018, there can be no assurances that it will continue to do so or that our margins will not decline over time. Our costs of revenues or operating expenses may continue to increase in the future as we increase our sales and marketing efforts and continue to invest in the development of products and services. These efforts may be costlier than we expect and we cannot guarantee that we will be able to increase our revenue to offset our operating expenses. Our revenue growth may slow or our revenue may decline for a number of other possible reasons, including reduced demand for our products or services, increased competition, a decrease in the growth or reduction in size of our overall market, or if we fail for any reason to capitalize on our growth opportunities. If we are unable to maintain profitability in the future, it could materially adversely affect our business, financial condition and results of operations.

We have grown rapidly in recent years and have limited operating experience at our current scale of operations. If we are unable to manage our growth effectively, our brand, company culture and financial performance may suffer.

We have experienced rapid growth and demand for our services since inception. We have expanded our operations rapidly and have limited operating experience at our current size. As we have grown, we have increased our employee headcount and we expect headcount growth to continue for the foreseeable future. From December 31, 2018 to March 31, 2024, our headcount grew from approximately 140

employees to approximately 720 employees. Further, as we grow, our business becomes increasingly complex. To effectively manage and capitalize on our growth, we must continue to expand our sales and marketing, focus on innovative product and content development, upgrade our management information systems and other processes, and obtain more space for our expanding staff. Our continued growth could strain our existing resources, and we could experience ongoing operating difficulties in managing our business across numerous jurisdictions, including difficulties in hiring, training, and managing a diffuse and growing employee base. Failure to scale and preserve our company culture with our growth could harm our future success, including our ability to retain and recruit personnel and to effectively focus on and pursue our corporate objectives. If our management team does not effectively scale with our growth, we may experience erosion to our brand, the quality of our products and services may suffer, and our company culture may be harmed. Moreover, we have been, and may in the future be, subject to legacy claims or liabilities arising from our systems and controls, content or workforce in earlier periods of our rapid development.

Because we have a limited history operating our business at its current scale, it is difficult to evaluate our current business and future prospects, including our ability to plan for and model future growth. Our limited operating experience at this scale, combined with the rapidly-evolving nature of the market in which we operate, substantial uncertainty concerning how these markets may develop, and other economic factors beyond our control, reduces our ability to accurately forecast quarterly or annual revenue. Failure to manage our future growth effectively could have a material adverse effect on our business, financial condition, and operating results.

Our costs are continuing to grow, and some of our investments have the effect of reducing our operating margin and profitability. If our investments are not successful, our business and financial performance could be harmed.

Historically, our costs have increased each year since 2011 and we anticipate that our expenses will continue to increase in the future as we broaden our user base, develop and implement new products, market new and existing products and promote our brands, continue to expand our technical infrastructure, and continue to hire additional employees and contractors to support our expanding operations, including our efforts to focus on privacy, safety, and security. In addition, from time to time we may be subject to settlements, judgments, fines, or other monetary penalties in connection with legal and regulatory developments that may be material to our business. We may also invest in new platforms and technologies. Some of these investments may generate only limited revenue and reduce our operating margin and profitability. If these efforts are not successful, our ability to grow revenue will be harmed, which could materially adversely affect our business and financial performance.

Our quarterly operating results and other operating metrics may fluctuate from quarter to quarter, which makes these metrics difficult to predict.

Our quarterly operating results and other operating metrics have fluctuated in the past and may continue to fluctuate seasonally, and from quarter to quarter, which makes them difficult to predict. Our financial condition and operating results in any given quarter can be influenced by numerous factors, many of which we are unable to predict or are outside of our control, including, for example:

- the timing, size and effectiveness of our research and development efforts;
- the timing, size and effectiveness of our marketing efforts;
- the timing and success of new product, service and feature introductions by us or our competitors or any other change in the competitive landscape of our market;

- fluctuations in the rate at which we attract new users, the level of engagement of such users and the propensity of such users to subscribe to our brands or to purchase à la carte features;
- successful expansion into international markets;
- errors in our forecasting of the demand for our products and services, which could lead to lower revenue or increased costs, or both;
- increases in sales and marketing, product development or other operating expenses that we may incur to grow and expand our operations and to remain competitive;
- the diversification and growth of our revenue sources;
- our ability to maintain gross margins and operating margins;
- fluctuations in currency exchange rates and changes in the proportion of our expenses denominated in foreign currencies;
- changes in our effective tax rate;
- changes in accounting standards, policies, guidance, interpretations, or principles;
- our development and improvement of the quality of the Duolingo language app and Duolingo English Test, other Duolingo experiences, including, enhancing existing and creating new products, services, technology and features;
- the continued development and upgrading of our technology platform;
- system failures or breaches of security or privacy;
- our ability to obtain, maintain, protect and enforce intellectual property rights and successfully defend against claims of infringement, misappropriation or other violations of third-party intellectual property;
- adverse litigation judgments, settlements, or other litigation-related costs;
- changes in the legislative or regulatory environment, including with respect to privacy, intellectual property, consumer product safety, and advertising, or enforcement by government regulators, including fines, orders, or consent decrees; and
- changes in business or macroeconomic conditions, lower consumer confidence in our business or in the online learning industry generally, recessionary conditions, increased inflation, increased interest rates, increased unemployment rates, stagnant or declining wages, political unrest, armed conflicts, or natural disasters.

Any one of the factors above or the cumulative effect of some of the factors above may result in significant fluctuations in our results of operations.

The variability and unpredictability of our quarterly operating results or other operating metrics could result in our failure to meet our expectations or those of analysts that cover us or investors with respect to revenue or other operating results for a particular period. If we fail to meet or exceed such expectations, the market price of our Class A common stock could fall substantially, and we could face costly lawsuits, including securities class action suits.

Our user metrics and other operating metrics are subject to inherent challenges in measurement, and real or perceived inaccuracies in those metrics may negatively affect our reputation and our business.

We track certain key operational metrics and non-GAAP financial measures, including MAUs, DAUs, paid subscribers, subscription bookings, total bookings, Adjusted EBITDA and free cash flow, to evaluate growth trends, measure our performance, and make strategic decisions. Our user metrics are calculated using internal company data gathered on an analytics platform that we developed and operate, have not been validated by an independent third party and may differ from estimates or similar metrics published by third parties due to differences in sources, methodologies, or the assumptions on which we rely. Our user metrics are also affected by technology on certain mobile devices that automatically runs in the background of our application when another phone function is used, and this activity can cause our system to miscount the user metrics associated with such an account. We continually seek to improve the accuracy of and our ability to track such data, but given the complexity of the systems involved and the rapidly changing nature of mobile devices and systems, we expect to continue to encounter challenges, particularly if we continue to expand in parts of the world where mobile data systems and connections are less stable. In addition, we may improve or change our methodologies for tracking these metrics over time, which could result in unexpected changes to our metrics, including the metrics we publicly disclose. As a result, while any future periods may benefit from such improvement or change, prior periods may not be as accurate or comparable, or we may need to adjust such prior periods. The methodologies used to measure these metrics require significant judgment and are also susceptible to algorithm or other technical errors. In addition, our methodologies for tracking these metrics may change over time, which could result in unexpected changes to our metrics, including the metrics we publicly disclose. If the internal systems and tools we use to track these metrics undercount or overcount performance or contain algorithmic or other technical errors, the data we report may not be accurate. While these numbers are based on what we believe to be reasonable estimates of our metrics for the applicable period of measurement, there are inherent challenges in measuring how our products are used across large populations globally.

Errors or inaccuracies in our metrics or data could also result in incorrect business decisions and inefficiencies. For instance, if a significant understatement or overstatement of active users were to occur, we may expend resources to implement unnecessary business measures or fail to take required actions to attract a sufficient number of users to satisfy our growth strategies. We continually seek to address technical issues in our ability to record such data and improve our accuracy, but given the complexity of the systems involved and the rapidly changing nature of mobile devices and systems, we expect these issues to continue, particularly if we continue to expand in parts of the world where mobile data systems and connections are less stable. If our operational metrics are not accurate representations of our business, or if investors do not perceive these metrics to be accurate, or if we discover material inaccuracies with respect to these figures, our reputation may be significantly harmed, our stock price could decline, we may be subject to stockholder litigation, and our business, financial condition, and results of operations could be materially adversely affected.

We rely on third-party platforms such as the Apple App Store and the Google Play Store to distribute our products and collect payments. If we are unable to maintain a good relationship with such platform providers, if their terms and conditions or pricing changes to our detriment, if we violate, or if a platform provider believes that we have violated, the terms and conditions of its platform, or if any of these platforms loses market share or falls out of favor or is unavailable for a prolonged period of time, our business will suffer.

Our products depend on mobile app stores and other third parties such as data center service providers, as well as third party payment aggregators, computer systems, internet transit providers and other communications systems and service providers. Our mobile applications are almost exclusively accessed

through and depend on the Apple App Store and the Google Play Store. We depend on Apple and Google approving our mobile applications to be distributed on their respective platforms. While our mobile applications are generally free to download from these stores, we offer our users the opportunity to purchase subscriptions and certain à la carte features through these applications. We determine the prices at which these subscriptions and features are sold. Purchases of these subscriptions and features via our mobile applications are mainly processed through the in-app payment systems provided by Apple and Google. As of March 31, 2024 we paid Apple and Google, as applicable, a meaningful share (generally 15-30%) of the payments we receive from transactions processed through in-app payment systems. In the three months ended March 31, 2024, we derived 59% of our revenue and 61% of our total bookings from the Apple App Store, and 20% of our revenue and 20% of our total bookings from the Google Play Store. The timing of their payments also may change, which may negatively impact our cash receipts and working capital. Any interruption, even temporary, in their distribution platforms or ability to accept customer payments, may have material impacts on our business and operations.

We are subject to the standard policies and terms of service of third-party platforms, which govern the promotion, distribution, content, monetization and operation generally of apps on the platform. Each platform provider has broad discretion to make changes to its operating systems or payment services or change the manner in which their mobile operating systems function and to change and interpret its terms of service and other policies with respect to us and other developers, and those changes may be unfavorable to us. For example, such changes could limit, eliminate or otherwise interfere with our products, our ability to distribute our applications through their stores, our ability to update our applications, including to make bug fixes or other feature updates or upgrades, the features we provide, the manner in which we market our in-app products, our ability to access native functionality or other aspects of mobile devices, and our ability to access information about our users that they collect. In addition, our distribution agreements with Apple and Google are generally terminable by Apple or Google without cause with 30 days prior written notice (to the extent allowed by applicable local law). Apple and Google may also terminate our agreements with them immediately (unless a longer period is required by applicable law) under certain circumstances, including upon our uncured breach of such agreements. To the extent Apple, Google or other third party platform providers on which we rely make such changes or terminate our agreements with them, our business, financial condition and results of operations could be materially adversely affected.

A platform provider may also change its fee structure, add fees associated with access to and use of its platform, alter how we are able to advertise on the platform, change how the personal information of its users is made available to application developers on the platform, limit the use of personal information for advertising purposes, or restrict how users can share information with their friends on the platform or across platforms. For example, in December 2017, Apple revised its App Store Guidelines to require the disclosure of the odds of receiving certain types of virtual items from "loot boxes" (or similar mechanisms that offer a paid license to randomized virtual items) before customers purchase a license for the virtual items, and in May 2019 Google revised its Play Store policies to require similar disclosures. As another example, in April 2021 Apple released an update of iOS that requires its users, on an app-by-app basis, to explicitly opt-in to the use of identifier-for-advertising, a device identifier assigned by Apple to each of its devices and used by advertisers to attribute app installs to advertising campaigns, target users through user acquisition, and deliver targeted ads. This led to a reduction in the use of identifiers, and a more challenging environment for publishers and advertisers on iOS devices.

If we violate, or a platform provider believes we have violated, its terms of service (or if there is any change or deterioration in our relationship with these platform providers), that platform provider could limit or discontinue our access to the platform. A platform provider could also limit or discontinue our access to the platform if it establishes more favorable relationships with one or more of our competitors or it determines that we are a competitor. Any limit or discontinuation of our access to any platform could

significantly reduce our ability to distribute our products to users, decrease the size of the user base we could convert into paying users, or decrease the payments we derive from paying users or advertisers, each of which would materially and adversely affect our business, financial condition and results of operations.

We also rely on the continued popularity, customer adoption, and functionality of third-party platforms. In the past, some of these platform providers have been unavailable for short periods of time or experienced issues with their in-app purchasing functionality. In addition, we are reliant on accurate and timely reporting from these third-party platforms to accurately report our financials. If any of these events occur on a prolonged, or even short-term, basis or other similar issues arise that impact users' ability to access our app, access social features or our ability to get accurate financial data, our business, financial condition, results of operations or reputation may be harmed.

We rely on third-party hosting and cloud computing providers, like Amazon Web Services ("AWS") and Google Cloud, to operate certain aspects of our business. A significant portion of our product traffic is hosted by a limited number of vendors, and any failure, disruption or significant interruption in our network or hosting and cloud services could adversely impact our operations and harm our business.

Our technology infrastructure is critical to the performance of our products and to user satisfaction, as well as our corporate functions. Our products and company systems run on a complex distributed system, or what is commonly known as cloud computing. We own, operate and maintain elements of this system, but significant elements of this system are operated by third-parties that we do not control and which would require significant time and expense to replace. We expect this dependence on third-parties to continue. We have suffered interruptions in service in the past, including when releasing new software versions or bug fixes, and if any such interruption were significant and/or prolonged it could adversely affect our business, financial condition, results of operations or reputation.

In particular, a significant portion, if not almost all, of our product traffic, data storage, data processing and other computing services and systems is hosted by AWS and Google Cloud. AWS and Google Cloud provide us with computing and storage capacity pursuant to an agreement that continues until terminated by either party. The agreements require AWS and Google Cloud to provide us their standard computing and storage capacity and related support in exchange for timely payment by us. We have experienced, and may in the future experience, disruptions, outages and other performance problems due to a variety of factors, including infrastructure changes, human or software errors and capacity constraints. If a particular application is unavailable when users attempt to access it or navigation through a product is slower than they expect, users may stop using the application and may be less likely to return to the application as often, if at all.

Any failure, disruption or interference with our use of hosted cloud computing services and systems provided by third-parties, like AWS or Google Cloud, could adversely impact our business, financial condition or results of operations. For example, on December 7, 2021, an outage of the AWS platform caused Duolingo to go offline for over 5 hours. To the extent we do not effectively respond to any such interruptions, upgrade our systems as needed and continually develop our technology and network architecture to accommodate traffic, our business, financial condition or results of operations could be adversely affected. Furthermore, our disaster recovery systems and those of third-parties with which we do business may not function as intended or may fail to adequately protect our critical business information in the event of a significant business interruption, which may cause interruption in service of our products, security breaches or the loss of data or functionality, leading to a negative effect on our business, financial condition or results of operations.

In addition, we depend on the ability of our users to access the internet. Currently, this access is provided by companies that have significant market power in the broadband and internet access marketplace, including incumbent telephone companies, cable companies, mobile communications companies, government-owned service providers, device manufacturers and operating system providers, any of whom could take actions that degrade, disrupt or increase the cost of user access to our products or services, which would, in turn, negatively impact our business. The adoption or repeal of any laws or regulations that adversely affect the growth, popularity or use of the internet, including laws or practices limiting internet neutrality, could decrease the demand for, or the usage of, our products and services, increase our cost of doing business and adversely affect our results of operations.

We derive a portion of our revenues from advertisements. If we are unable to continue to compete for these advertisements, or if any events occur that negatively impact our relationships with advertising networks, our advertising revenues and operating results would be negatively impacted.

We generate advertising revenue from the sale of display and video advertising delivered through advertising impressions. During the three months ended March 31, 2024, approximately 7.7% of our total revenues were derived from advertising. We generally enter into arrangements with the major programmatic advertising networks to monetize our advertising inventory. We need to maintain good relationships with these advertising networks to provide us with a sufficient inventory of advertisements. Online advertising, including through mobile applications, is an intensely competitive industry. Many large companies, such as Amazon, Facebook and Google, invest significantly in data analytics to make their websites and platforms more attractive to advertisers. Our advertising revenue is primarily a function of the number and hours of engagement of our free users and our ability to provide innovative advertising products that are relevant to our users, maintain or increase user engagement and satisfaction with our products, and enhance returns for our advertising partners. If our relationship with any advertising partners terminates for any reason, or if the commercial terms of our relationships are changed or do not continue to be renewed on favorable terms, or if we cannot source high-quality ads consistent with our brand or product experience, we would need to qualify new advertising partners, which could negatively impact our revenues, at least in the short term.

In addition, internet-connected devices and operating systems controlled by third parties increasingly contain features that allow device users to disable functionality that allows for the delivery of advertising on their devices or reduce the ability to provide personalized or targeted advertising, which results in less valuable ads. Device and browser manufacturers may include or expand these features as part of their standard device specifications. For example, when Apple announced that UDID, a standard device identifier used in some applications, was being superseded and would no longer be supported, application developers were required to update their apps to utilize alternative device identifiers such as universally unique identifier, or, more recently, identifier-for-advertising, which simplifies the process for Apple users to opt out of behavioral targeting. Furthermore, laws and regulations may also make it more difficult to deliver personalized or targeted advertising or impose requirements that result in more users making elections to block our ability to deliver targeted ads. If users do not elect to participate in functionality that supports the delivery of targeted advertising on their devices, our ability to deliver effective advertising campaigns could suffer, which could cause our business, financial condition, or results of operations to suffer. While the described changes did not result in material adverse impacts to us, the impact of similar potential future operating systems changes or potential future regulation on targeted advertising is highly uncertain.

If we are not able to maintain the value and reputation of our brand, our ability to expand our base of users may be impaired, and our business and financial results may be harmed.

We believe that our brand has significantly contributed to our word of mouth virality, which has in turn contributed to the success of our business. We also believe that maintaining, protecting and enhancing our brand is critical to expanding our base of users and, if we fail to do so, our business, financial condition and results of operations could be materially adversely affected. We believe that the importance of brand recognition will continue to increase, given the growing number of language learning applications, or “apps,” and the low barriers to entry for companies offering language learning products and services. Many of our new users are referred by existing users or are acquired by content created by unrelated third parties about our products, services and brand. Maintaining our brand will depend largely on our ability to continue to provide useful, reliable, trustworthy and innovative products, which we may not do successfully.

Further, we may experience media, legislative, or regulatory scrutiny of our actions or decisions regarding user privacy, encryption, content, contributors, advertising and other issues, which may materially adversely affect our reputation and brand. In addition, we may fail to respond expeditiously or appropriately to objectionable content within our app or practices by users, or to otherwise address user concerns, which could erode confidence in our brand. Maintaining and enhancing our brand will require us to make substantial investments and these investments may not be successful.

Our growth and profitability rely, in part, on our ability to attract and keep users through cost-effective marketing efforts, including through our social media presence, use of social media influencers and performance marketing. Any failure in these efforts could materially adversely affect our business, financial condition and results of operations.

We have increased our marketing expenditures over time in order to attract and keep users and sustain our growth. For the three months ended March 31, 2024 and 2023, our Sales and marketing expenses were \$19.9 million and \$16.6 million, respectively. Evolving consumer behavior can affect the availability of profitable marketing opportunities. For example, as consumers communicate less via email and more via text messaging, messaging apps and other virtual means, the reach of email campaigns designed to attract new and repeat users (and keep current users) for our products is adversely impacted. To continue to reach potential users and grow our businesses, we must identify and devote our overall marketing activities and expenditures to newer advertising channels, such as mobile and online video platforms as well as targeted campaigns in which we communicate directly with potential, former and current users via new virtual means. For example, in 2021 and 2022, we expanded our activities on the TikTok platform. Generally, the opportunities in and sophistication of newer advertising channels are relatively undeveloped and unproven, and there can be no assurance that we will be able to continue to appropriately manage and fine-tune our marketing efforts in response to these and other trends in the advertising industry. Furthermore, these newer advertising channels often change rapidly and can be subject to disruptions for reasons beyond our control (for example potential U.S. governmental restrictions on the TikTok platform). Any failure to successfully manage our marketing efforts on, or disruptions to, social media channels that we have come to depend on for marketing could materially adversely affect our business, financial condition and results of operations.

We are subject to certain risks as a mission-based company.

We believe that a critical contributor to our success has been our commitment to make free language learning available worldwide in an effort to help people throughout the world improve their economic outcomes. The mission of Duolingo is a significant part of our business strategy and who we are as a company. We believe that Duolingo users value our commitment to our mission. However, because we hold ourselves to such high standards, and because we believe our users have come to have high

expectations of us, we may be more severely affected by negative reports or publicity if we fail, or are perceived to have failed, to live up to Duolingo's mission. For example, maintaining a free version of the app that is both effective and enjoyable is central to Duolingo's mission. As a result, our brand and reputation may be negatively affected by actions we take that are viewed as contrary to that mission, such as features that are only available to paid subscribers or changes to the free offering that are viewed as undermining how fun or effective the free offering is. In these or other circumstances, the damage to our reputation may be greater than to other companies that do not share similar values with us, and it may take us longer to recover from such an incident and gain back the trust of our users.

We have made and in the future may make decisions regarding our business and products in accordance with Duolingo's mission and values that may reduce our short- or medium-term operating results if we believe those decisions are consistent with the mission and will improve the aggregate user experience. Although we expect that our commitment to Duolingo's mission will, accordingly, improve our financial performance and value over the long term, these decisions may not be consistent with the expectations of investors and any longer-term benefits may not materialize within the time frame we expect or at all, which could harm our business, revenue and financial results.

Unfavorable media coverage could materially adversely affect our business, brand image or reputation.

Unfavorable publicity or media reports regarding us, our privacy practices, our social media activities, data security compromises or breaches, product changes, product or service quality or features, litigation or regulatory activity or regarding the actions of our partners, our users, our employees or other companies in our industry, could materially adversely affect our brand image or reputation, regardless of the veracity of such publicity or media reports. If we fail to protect our brand image or reputation, we may experience material adverse effects to the size, demographics, engagement, and loyalty of our user base, resulting in decreased revenue, fewer app installs (or increased app uninstalls), or slower user growth rates. Damage to our brand or reputation could also adversely affect educational institutions' willingness to accept the Duolingo English Test, which in turn could slow the growth of, or reduce, our revenue from the Duolingo English Test. In addition, if securities analysts or investors perceive any media coverage of us to be negative, the price of our Class A common stock may be materially adversely affected. Any of the foregoing could materially adversely affect our business, financial condition and results of operations.

Our future success depends on the continuing efforts of our key employees and our ability to attract and retain highly skilled personnel and senior management.

We currently depend on the continued services and performance of our key personnel, including Luis von Ahn and Severin Hacker. If one or more of our executive officers or key employees were unable or unwilling to continue their employment with us, we might not be able to replace them easily, in a timely manner, or at all. The risk that competitors or other companies may poach our talent increases as we continue to build our brands and become more well-known. Our key personnel have been, and may continue to be, subject to poaching efforts by our competitors and other internet and high-growth companies, including well-capitalized players in the social media and consumer internet space. The loss of key personnel, including members of management as well as key engineering, product development, design and marketing personnel, could disrupt our operations and have a material adverse effect on our business. The success of our brand also depends on the commitment of our key personnel to our mission. To the extent that any of our key personnel act in a way that does not align with our mission, our reputation could be materially adversely affected. See “—Our employees, consultants and third party providers could engage in misconduct that materially adversely affects us.”

Our future success will depend upon our continued ability to identify, hire, develop, motivate, and retain highly skilled individuals across the globe, with the continued contributions of our senior management being especially critical to our success. Competition for well-qualified, highly skilled employees in our

industry is intense and our continued ability to compete effectively depends, in part, upon our ability to attract and retain new employees. The programs we have established to attract new employees and provide incentives to retain existing employees, particularly our senior management, may result in additional expenses and may not have the desired effect. For example, there has been increasing scrutiny on diversity, equity, and inclusion ("DEI") initiatives and activism by groups, both those seeking to promote and constrain such initiatives, which may require us to incur costs, subject us to litigation or activism or result in adverse impacts on employee recruitment, engagement, and retention. We cannot guarantee that we will be able to attract new employees or retain the services of our senior management or any other key employees in the future. Additionally, we believe that our culture and core values have been, and will continue to be, a key contributor to our success and our ability to foster the innovation, creativity and teamwork we believe we need to support our operations. If we fail to effectively manage our hiring needs and successfully integrate our new hires, or if we fail to effectively manage remote work arrangements, our efficiency and ability to meet our forecasts and our ability to maintain our culture, employee morale, productivity and retention could suffer, and our business, financial condition and results of operations could be materially adversely affected.

Finally, effective succession planning is also important to our future success. If we fail to ensure the effective transfer of senior management knowledge and smooth transitions involving senior management across our various businesses, our ability to execute short and long term strategic, financial and operating goals, as well as our business, financial condition, and results of operations generally, could be materially adversely affected.

Our employees, consultants and third party providers could engage in misconduct that materially adversely affects us.

Our employees, consultants and third party providers could engage in misconduct that materially and adversely affects us. Misconduct by these parties could include intentional failures to comply with the applicable laws and regulations in the U.S. and abroad, report financial information or data accurately or disclose unauthorized activities to us. These laws and regulations may restrict or prohibit a wide range of pricing, discounting and other business arrangements. Such misconduct could result in legal or regulatory sanctions and cause serious harm to our reputation. It is not always possible to identify and deter misconduct by these parties, and any other precautions we take to detect and prevent this activity may not be effective in controlling unknown or unmanaged risks or losses, or in protecting us from governmental investigations or other actions or lawsuits stemming from a failure to comply with these laws or regulations. If any such actions are instituted against us, and we are not successful in defending ourselves or asserting our rights, those actions could result in the imposition of significant civil, criminal and administrative penalties, which could have a significant impact on our business. Whether or not we are successful in defending against such actions or investigations, if any of our employees, consultants or third party providers were to engage in or be accused of misconduct, we could be exposed to legal liability, incur substantial costs, our business and reputation could be materially adversely affected, and we could fail to retain key employees. See "—Unfavorable media coverage could materially adversely affect our business, brand image or reputation."

If the recognition by schools, governments, and other institutions of the value of technology-based assessment does not continue to grow, or if such institutions reduce their reliance on the Duolingo English Test or assessment in general, our ability to generate revenue from our assessment, including our Duolingo English Test, could be impaired.

The success of the Duolingo English Test, from which we derived approximately 7.6% of our total revenue for the year ended March 31, 2024, depends in part upon the continued recognition and acceptance by schools, governments, and other institutions of technology-based assessment, such as the Duolingo English Test, and upon the continued utilization of assessment in general. As a result of the COVID-19

pandemic, in 2020, a number of universities waived standardized test requirements for admissions requirements and some universities plan to phase out requirements for standardized testing altogether. In addition, some have questioned the validity of language assessments taken online. If schools, governments, and other institutions reduce their reliance, or altogether cease to use standardized testing as part of admissions processes or otherwise, or reduce or eliminate reliance on standardized testing, it would have a material adverse effect on our Duolingo English Test business, which could adversely affect our revenues and results of operations.

For example, a country's political decision to cap or reduce immigration, particularly international student immigration, could reduce the number of Duolingo English Tests that are taken for the purpose of immigration to that country. Likewise, if trends in international education shift away from English-speaking destination countries where the Duolingo English Test is accepted, we may see a reduction in the number of Duolingo English Tests taken. See "—We operate in various international markets, including certain markets in which we have limited experience. As a result, we face additional risks in connection with certain of our international operations."

Similarly, we continually seek to expand the number of schools, governments, and other institutions that accept the Duolingo English Test, including through direct engagement, government tenders, and other channels. If we are unable to do so, or if schools, governments, and other institutions rescind their acceptance of the Duolingo English Test, it may have a material adverse effect on our ability to grow the number of tests taken through the Duolingo English Test. For example, loss of confidence in the Duolingo English Test's validity, security, or other characteristics could lead to a reduction in the number of accepting institutions, which could in turn reduce the appeal of the Duolingo English Test to test takers and adversely affect our revenues and results of operations. See "—Unfavorable media coverage could materially adversely affect our business, brand image or reputation."

We operate in various international markets, including certain markets in which we have limited experience. As a result, we face additional risks in connection with certain of our international operations.

Both our mobile learning application and the Duolingo English Test are available all over the world. Operating internationally, particularly in countries in which we have limited experience, exposes us to a number of additional risks, including:

- operational and compliance challenges caused by distance, language and cultural differences;
- the cost and resources required to localize our platform and services, which often requires the translation of our platform into foreign languages and adaptation for local practices and regulatory requirements;
- difficulties in staffing and managing international operations;
- differing levels of social and technological acceptance of our products or lack of acceptance of them generally;
- foreign currency fluctuations, and in particular, decreases in the value of foreign currencies relative to the U.S. dollar;
- restrictions on the transfer of funds among countries and back to the U.S., as well as costs associated with repatriating funds to the U.S.;
- differing and potentially adverse tax laws, including resulting from the complexities of foreign corporate income tax systems, value added tax ("VAT") regimes, tax withholding rules, and other

indirect taxes, tax collection or remittance obligations, and restrictions on the repatriation of earnings;

- multiple, conflicting and changing laws, rules and regulations, and difficulties understanding and ensuring compliance with those laws, rules and regulations by both our employees and our users, over whom we exert no control;
- compliance challenges due to different laws and regulatory environments, particularly in the case of privacy, data security, and content, which are complex, sometimes inconsistent, and subject to unexpected changes;
- competitive environments that favor local businesses;
- reduced or varied protection for our intellectual property rights in some countries;
- low usage and/or penetration of internet-connected consumer electronic devices;
- political tension or social unrest and economic instability, particularly in countries in which we operate;
- trade sanctions, political unrest, terrorism, war, health and safety epidemics or the threat of any of these events; and
- breaches or violation of any anti-corruption laws, rules or regulations applicable to our business, including but not limited to the Foreign Corrupt Practices Act of 1977, as amended.

Moreover, geopolitical tensions or regulatory uncertainty in countries in which we operate, such as China, may prevent us from operating in certain countries or increase our costs of operating in those countries. Additionally, if enforcement authorities demand access to our user data or require that we obtain hard to obtain local licenses, our failure to comply with those demands or obtain those licenses could lead to our inability to operate in such countries or other punitive acts.

In addition to the factors listed above, we have invested to expand our operations in China, which is an intensely competitive market, both on the consumer side and from a talent perspective. We expect to continue to incur significant expenses to operate our business in China, and we may not achieve profitability in that market. As we expand our operations in China, the above factors, sentiment of the workforce in China, and China's policy towards foreign direct investment and for profit educational technology companies may particularly impact our operations in China. Further, as we expand our operations in China, we expect to continue to make modifications to the way our website, mobile apps, offerings, and features function in China as compared to other countries. In addition, our business practices in China need to comply with local laws and regulations, which may be interpreted and enforced in ways that are different from our interpretation, and/or create obligations on us that are costly to meet or conflict with laws in other jurisdictions. For instance, in the fall of 2021 our language learning application became unavailable for download on most app stores in China. While this was temporary and we were reinstated in May 2022, it serves as an example of how the Chinese regulatory regime could adversely impact our efforts in China. Our office of over 30 employees in Beijing makes it easier for the Chinese authorities to bring enforcement actions against us.

The occurrence or impact of any or all of the events described above could materially adversely affect our international operations, which could in turn materially adversely affect our business, financial condition and results of operations.

An economic downturn or economic uncertainty may adversely affect consumer discretionary spending and demand for our products and services.

Our products and services may be considered discretionary items for consumers. Factors affecting the level of consumer spending for such discretionary items include general economic conditions, and other factors, such as consumer confidence in future economic conditions, fears of recession, inflation, the availability and cost of consumer credit, levels of unemployment, and tax rates. In recent years, the U.S. and other significant economic markets have experienced cyclical downturns and worldwide economic conditions remain uncertain. As global economic conditions continue to be volatile or economic uncertainty remains, trends in consumer discretionary spending also remain unpredictable and subject to reductions. To date, our business has operated almost exclusively in a relatively strong economic environment and, therefore, we cannot be sure the extent to which we may be affected by recessionary conditions. Unfavorable economic conditions may lead consumers to delay or reduce purchases of our products and consumer demand for our products may not grow as we expect. Our sensitivity to economic cycles and any related fluctuation in consumer demand for our products and services could materially adversely affect our business, financial condition, and results of operations. In addition, political instability or adverse political developments, could harm our business, financial condition and results of operations.

Security breaches of our networks, systems or applications, improper unauthorized access to or disclosure of our proprietary data or user-related data, including personal data, other hacking and social engineering or phishing attacks on our systems or service, or other cyber incidents could disrupt our services or compromise sensitive information related to our business and/or personal data processed by us or on our behalf and expose us to liability, which could harm our reputation and materially adversely affect our business.

Our products and services and the operation of our business involve the collection, storage, processing, and transmission of data, including personal data. The information systems that store and process such data, including information systems of third parties, are susceptible to increasing threats of continually evolving cybersecurity risks. In particular, our industry is prone to cyber-attacks by third parties seeking unauthorized access to confidential or sensitive data, including user personal data, or to disrupt our ability to provide services. We face an ever-increasing number of threats to our information systems from a broad range of threat actors, including foreign governments, criminals, competitors, computer hackers, cyber terrorists and politically motivated groups or individuals, and we have previously experienced various attempts to access our information systems. These threats include physical or electronic break-ins, security breaches from inadvertent or intentional actions by our employees, contractors, consultants, and/or other third parties with otherwise legitimate access to our systems, website or facilities, or from cyber-attacks by malicious third parties which could breach our data security and disrupt our systems. There can be no assurance that our cybersecurity risk management program and processes, including our policies, controls or procedures, will be fully implemented, complied with or effective in protecting our systems and information. Any such breach that compromises our information technology systems or the personal data processed on such systems could cause data breaches, interruptions, delays or operational malfunctions, which in turn could have a material adverse effect on our reputation, business, financial condition, results of operations and prospects.

Such security breaches or disruptions have occurred on our systems in the past and will occur on our systems in the future. The risks related to a security breach or disruption, including through ransomware, a distributed denial-of-service ("DDoS") attack, computer malware, viruses, social engineering (predominantly spear phishing attacks), and general hacking, have become more prevalent in our industry and have generally increased as the number, intensity, and sophistication of attempted attacks and intrusions from around the world have increased. We also regularly encounter attempts to create false or undesirable user accounts and ads or take other actions on our platform for objectionable ends. As a

result of our prominence, the size of our user base, the volume of personal data on our systems, the reach and popularity of our social media accounts, and the evolving nature of our products and services (including our efforts involving new and emerging technologies), we may be a particularly attractive target for such attacks, including from highly sophisticated, state-sponsored, or otherwise well-funded criminal actors.

Our efforts to address undesirable activity on our platform also increase the risk of retaliatory attacks. Such breaches and attacks on us or our third-party service providers may cause interruptions to the services we provide, degrade the user experience, cause users or marketers to lose confidence and trust in our products and decrease the use of our products or stop using our products in their entirety, impair our internal systems, or result in financial harm to us. Any failure to prevent or mitigate security breaches and unauthorized access to or disclosure of our data or user data, including personal information, content, or payment information from users, or information from marketers, could result in the loss, modification, disclosure, destruction, or other misuse of such data, which could subject us to legal liability and penalties, harm our business and reputation and diminish our competitive position. We may incur significant costs in protecting against or remediating such incidents and as cybersecurity incidents continue to evolve, we may be required to expend significant additional resources to continue to modify or enhance our protective measures or to investigate and remediate any information security vulnerabilities. Our efforts to protect our confidential and sensitive data, the data of our users or other personal information we receive, and to prevent or disable undesirable activities on our platform, may also be unsuccessful due to: malicious code embedded in open-source software, or misconfigurations, software bugs or other technical malfunctions or vulnerabilities in commercial software that is integrated into our (and our service providers') information technology systems; employee, contractor, or vendor error or malfeasance, including defects or vulnerabilities in our service providers' information technology systems or offerings; government surveillance; breaches of physical security of our facilities or technical infrastructure; or other threats that may surface or evolve.

Third parties may attempt to fraudulently induce employees or users to disclose information in order to gain access to our data or our users' data. Cyber-attacks, including account take over, have increased. Account take over attacks occur when users re-use passwords from other sites, those sites have data leaks or breaches, and attackers acquire and use credentials from the other site to log in as those users on our site. Cyber-attacks continue to evolve in sophistication and volume, and threat actors are becoming increasingly sophisticated in using techniques and tools, including AI, that circumvent security controls, evade detection, and/or remove forensic evidence, and attacks, and may therefore be difficult to detect for long periods of time. Although we have developed systems and processes that are designed to protect our data and user data, to prevent data loss, to disable undesirable accounts and activities on our platform, and to prevent or detect security breaches, we cannot assure you that such measures will be successful, that we will be able to anticipate or detect all cyber-attacks or other breaches, that we will be able to react to cyber-attacks or other breaches in a timely manner, or that our remediation efforts will be successful. We may incur significant costs in connection with such remediation efforts, including the costs of notifying applicable regulators and affected users, or offering credit monitoring services. We may also incur significant legal and financial exposure, including legal claims, higher transaction fees and regulatory fines and penalties as a result of any compromise or breach of our systems or data security, or the systems and data security of our third party providers. In addition, even though some user accounts are compromised due to user error or breaches unrelated to our products or security (such as during an account take over attack), users or the general public may become less confident in our product as a result of such compromises. Any of the foregoing could have a material adverse effect on our business, financial condition, results of operations and prospects.

In addition, some of our partners may receive or store information provided by us or by our users through mobile or web applications integrated with our applications and we use third-party service providers to

store, transmit and otherwise process certain confidential, sensitive or personal information on our behalf. If these third parties fail to adopt or adhere to adequate data security practices, or in the event of a breach of their networks, our data or our users' data may be improperly accessed, used, or disclosed, which could subject us to legal liability. We cannot control such third parties and cannot guarantee that a security breach will not occur on their systems. Although we may have contractual protections with our third-party service providers, contractors and consultants, any actual or perceived security breach 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. Any contractual protections we may have from our third-party service providers, contractors or consultants may not be sufficient to adequately protect us from any such liabilities and losses, and we may be unable to enforce any such contractual protections.

While our insurance policies include liability coverage for certain of these matters, subject to retention amounts that could be substantial, if we experience a significant security incident, we could be subject to liability or other damages that exceed our insurance coverage and we cannot be certain that such insurance policies will continue to be available to us on economically reasonable terms, or at all, or that any insurer will not deny coverage as to any future claim. The successful assertion of one or more large claims against us that exceed available insurance coverage, or the occurrence of changes in our insurance policies, including premium increases or the imposition of large deductible or co-insurance requirements, could have a material adverse effect on our financial condition, results of operations, and cash flows.

If the security of personal and confidential or sensitive user information that we maintain and store is breached, or otherwise accessed by unauthorized persons, it may be costly to remediate such breach, subject us to regulatory investigations or private party lawsuits, and our reputation could be harmed.

We receive, process, store, and transmit personal user and other confidential or sensitive information, including payment card information and personal information of our employees and users. In some cases, we engage third-party service providers to process or store this information. We continuously develop and maintain a security management program designed to mitigate the risk to the confidentiality, integrity and availability of this information, but there can be no assurance that our program will be fully implemented, complied with or effective in protecting our systems and information. We have experienced past incidents (which to our knowledge were immaterial) and cannot guarantee that inadvertent or unauthorized use or disclosure of such information will not occur in the future or that third parties will not gain unauthorized access to such information despite our security management program. When such incidents occur, we may not be able to remedy them, we may be required by law to notify regulators and individuals whose personal information was used or disclosed without authorization, we may be subject to claims against us, including government enforcement actions or investigations, fines and litigation (including class action lawsuits), and we may have to expend significant capital and other resources to mitigate the impact of such events, including developing and implementing protections designed to prevent future events of this nature from occurring. When breaches of our or our third-party service providers' and partners' information technology systems occur or unauthorized access to any of the confidential, sensitive or other personal information we collect or process occurs, the perception of the effectiveness of our security measures, the security measures of our partners and our reputation may be harmed, we may lose current and potential users and the recognition of our various brands and such brands' competitive positions may be diminished, any or all of which might materially adversely affect our business, financial condition and results of operations. In addition even if there has not been an actual breach, the mere allegation of a breach (such as when a third party aggregates publicly available data on our users via data-scraping for example and makes it available) can adversely affect the perception of the effectiveness of our security measures, how safe it is to use our applications and our reputation, which could have similar effects to an

actual breach. See “—Our success depends, in part, on our ability to access, protect, collect, and use personal data, and our failure to comply with the varying and rapidly-evolving regulatory framework on privacy and data protection across jurisdictions could result in claims, changes to our business practices, monetary penalties or other forms of liability, increased cost of operations, brand damage reputational harm, or declines in user growth or engagement, or otherwise harm have a material adverse effect on our business.”

We are subject to a number of risks related to payment cards, including data security breaches and fraud that we or third parties experience or additional regulation, any of which could materially adversely affect our business, financial condition and results of operations.

In addition to purchases through the Apple App Store and the Google Play Store, we accept payment from our users through payment card transactions, certain online payment service providers, and mobile payment platforms. The ability to access such payment-related information on a real-time basis without having to proactively reach out to the consumer each time we process an auto-renewal payment or a payment for the purchase of a premium feature on any of our products is critical to our success and a seamless experience for our users.

When we or a third party experiences a data security breach involving account data or other payment information, affected cardholders will often cancel or replace their card numbers. In the case of a breach experienced by a third party, the more sizable the third party's customer base and the greater the number of payment cards or accounts impacted, the more likely it is that our users would be impacted by such a breach. To the extent our users are ever affected by such a breach experienced by us or a third party, affected users would need to be contacted to obtain new payment card information and process any pending transactions. It is likely that we would not be able to reach all affected users, and even if we could, some users' new payment card information may not be obtained and some pending transactions may not be processed, which could materially adversely affect our business, financial condition and results of operations.

Our third party payment service providers utilize tokenization tools to replace sensitive cardholder information with a stand-in token to help secure individual cardholder bank account details in payment card transactions and to reduce the number of systems that have access to our customers' payment card information. While these tokenization tools can help mitigate the data security risks associated with payment card transactions, it does not eliminate those risks altogether.

Even if our users are not directly impacted by a given data security breach, they may lose confidence in the ability of service providers to protect their personal information generally, which could cause them to stop using their payment cards online and choose alternative payment methods that are not as convenient for us or restrict our ability to process payments without significant cost or user effort.

Additionally, if we fail to adequately prevent fraudulent payment card transactions, we may face litigation, fines, governmental enforcement action, civil liability, diminished public perception of our security measures, significantly higher payment card-related costs and substantial remediation costs, or refusal by payment card processors to continue to process payments on our behalf, any of which could materially adversely affect our business, financial condition and results of operations.

Finally, the passage or adoption of any legislation or regulation affecting the ability of service providers to periodically charge consumers for, among other things, recurring subscription payments may materially adversely affect our business, financial condition and results of operations. We are subject to legislation and regulation regarding the foregoing, such as California's Automatic Renewal Law, and further legislation and regulation, or changes to existing legislation or regulation governing subscription payments and the automatic renewal of subscriptions, are being considered in many states in the US. While we

monitor and attempt to comply with these legal developments, we have been in the past, and may be in the future, subject to claims under such legislation or regulation.

Our success depends, in part, on the integrity of our information technology systems and infrastructures and on our ability to enhance, expand and adapt these systems and infrastructures in a timely and cost-effective manner.

In order for us to succeed, our information technology systems and infrastructures must perform well on a consistent basis. Our products and systems rely on software and hardware that are highly technical and complex, and depend on the ability of such software and hardware to store, retrieve, process and manage immense amounts of data. We have in the past experienced, and we may from time to time in the future experience, system interruptions that make some or all of our systems or data temporarily unavailable and prevent our products from functioning properly for our users; any such interruption could arise for any number of reasons, including software bugs and human errors. Further, our systems and infrastructures are vulnerable to damage from fire, power loss, hardware and operating software errors, cyber-attacks, technical limitations, telecommunications failures, acts of God and similar events. Not all of our systems and infrastructures, including the backup systems we have for certain aspects of our operations, are fully redundant. Our plans and system backups, including our formal disaster recovery plan, do not account for all possible eventualities and our property and business interruption insurance coverage may not be adequate to compensate us fully for any losses that we may suffer. Any interruptions or outages, regardless of the cause, could negatively impact our users' experiences with our products, tarnish our brands' reputations and decrease demand for our products, any or all of which could materially adversely affect our business, financial condition and results of operations. Moreover, even if detected, the resolution of such interruptions may take a long time, during which customers may not be able to access, or may have limited access to, the service. See "—Security breaches of our networks, systems or applications, improper unauthorized access to or disclosure of our proprietary data or user-related data, including personal data, other hacking and social engineering or phishing attacks on our systems or service, or other cyber incidents could disrupt our services or compromise sensitive information related to our business and/or personal data processed by us or on our behalf and expose us to liability, which could harm our reputation and materially adversely affect our business."

We also continually work to expand and enhance the efficiency and scalability of our technology and network systems to improve the experience of our users, accommodate substantial increases in the volume of traffic to our various products, ensure acceptable load times for our products and keep up with changes in technology and user preferences. Any failure to do so in a timely and cost-effective manner could materially adversely affect our users' experience with our various products and thereby negatively impact the demand for our products, and could increase our costs, either of which could materially adversely affect our business, financial condition and results of operations.

We may experience operational and financial risks in connection with acquisitions.

We may seek potential acquisition candidates to add complementary companies, products or technologies. For example, in October 2022, we completed the acquisition for the assets of Gunner Made LLC ("Gunner"), a wholly owned entity of PNG Holdings LLC, a design and animation studio based in Detroit, Michigan. The identification of suitable acquisition candidates can be difficult, time-consuming and

costly, and we may not be able to successfully complete identified acquisitions. We may experience operational and financial risks in connection with historical and future acquisitions if we are unable to:

- properly value prospective acquisitions, especially those with limited operating histories;
- accurately review acquisition candidates' business practices against applicable laws and regulations and, where applicable, implement proper remediation controls, procedures, and policies;
- successfully integrate the operations, as well as the accounting, financial controls, management information, technology, human resources and other administrative systems, of acquired businesses with our existing operations and systems;
- overcome cultural challenges associated with integrating employees from the acquired company into our organization;
- successfully identify and realize potential synergies among acquired and existing businesses;
- fully identify potential risks and liabilities associated with acquired businesses, including intellectual property infringement claims, violations of laws, commercial disputes, tax liabilities, litigation or other claims in connection with the acquired company, including claims from terminated employees, former stockholders or other third parties, and other known and unknown liabilities;
- retain or hire senior management and other key personnel at acquired businesses; and
- successfully manage acquisition-related strain on our management, operations and financial resources and those of the various brands in our portfolio

Furthermore, we may not be successful in addressing other challenges encountered in connection with our acquisitions. The anticipated benefits of one or more of our acquisitions may not be realized or the value of goodwill and other intangible assets acquired could be impacted by one or more continuing unfavorable events or trends, which could result in significant impairment charges. The occurrence of any of these events could have a material adverse effect on our business, financial condition and results of operations.

Additionally, the integration of acquisitions requires significant time and resources, and we may not manage these processes successfully. Our ability to successfully integrate complex acquisitions is unproven, particularly with respect to companies that have significant operations or that develop products with which we do not have prior experience. We may make substantial investments of resources to support our acquisitions, which would result in significant ongoing operating expenses and may divert resources and management attention from other areas of our business. We cannot assure you that these investments will be successful. If we fail to successfully integrate the companies we acquire, we may not realize the benefits expected from the transactions and our business may be harmed.

Foreign currency exchange rate fluctuations could adversely affect our results of operations.

Our reporting currency and our functional currency is the U.S. dollar, our operating expenses are denominated in the currencies of the countries in which our operations are located, which are primarily in the U.S., China and Germany. Our consolidated results of operations and cash flows are, therefore, subject to fluctuations due to changes in foreign currency exchange rates and may be adversely affected in the future due to changes in foreign exchange rates. In addition, certain of our payment providers translate our payments from local currency into USD at time of settlement, which means that during periods of a strengthening U.S. dollar, our international receipts could be reduced. In addition, as foreign currency exchange rates fluctuate, the translation of our international receipts into U.S. dollars affects the

period-over-period comparability of our operating results and can result in foreign currency exchange gains and losses. We have not entered into any hedging arrangements with respect to foreign currency risk or other derivative financial instruments, although we may choose to do so in the future. The use of such hedging activities may not offset any or more than a portion of the adverse financial effects of unfavorable movements in foreign exchange rates and may introduce additional risks if we are unable to structure effective hedges with such instruments.

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

Our market opportunity estimates and expectations about market growth that we use to manage our business and allocate resources are subject to significant uncertainty and are based on assumptions and estimates that may not prove to be accurate. Even if the markets in which we compete meet the size estimates and growth expectations, our business could fail to grow for a variety of reasons, which could adversely affect our results of operations.

We are subject to risks associated with the physical impacts of climate change.

There are inherent climate-related risks wherever business is conducted. We and our third-party vendors have operations located in areas that have experienced, and are projected to continue to experience, various natural disasters and meteorological phenomena (such as droughts, hurricanes, heatwaves, wildfires, storms, and flooding, among others) or other catastrophic events that may disrupt our operations or those of third parties upon whom we rely, require us to incur additional operating or capital expenditures, or otherwise adversely impact our business, financial condition, or results of operations. Climate change may increase the frequency and/or intensity of such events or contribute to various chronic changes in the physical environment, such as sea-level rise or changes in ambient temperature or precipitation patterns, any of which may also adversely impact our or our third-parties' operations.

Risks Related to Legal and Regulatory Compliance

Our business is subject to complex and evolving U.S. and international laws and regulations. Many of these laws and regulations are subject to change and uncertain interpretation, and could result in claims, changes to our business practices, monetary penalties, increased cost of operations, or declines in user growth or engagement, or otherwise harm our business.

We are subject to a variety of laws and regulations in the U.S. and abroad that involve matters that are important to or may otherwise impact our business, including, among others, broadband internet access, online commerce, advertising, user privacy, data protection, intermediary liability, protection of minors, consumer protection, accessibility, immigration and university admissions, taxation and securities law compliance. The introduction of new products, expansion of our activities in certain jurisdictions, or other actions that we may take may subject us to additional laws, regulations or other government scrutiny. In addition, foreign laws and regulations can impose different obligations or be more restrictive than those in the U.S.

These U.S. federal, state, and municipal and foreign laws and regulations, which in some cases can be enforced by private parties in addition to government entities, are constantly evolving and can be subject to significant change.

In addition, the introduction of new brands and products, or changes to our existing brand and products, may result in new or enhanced governmental or regulatory scrutiny. As a result, the application, interpretation, and enforcement of these laws and regulations are often uncertain, particularly in the new and rapidly-evolving industry in which we operate, and may be interpreted and applied inconsistently from

state to state and country to country and inconsistently with our current policies and practices. These laws and regulations, as well as any associated inquiries or investigations or any other government actions, may be costly to comply with and may delay or impede the development of new products, require that we change or cease certain business practices, result in negative publicity, increase our operating costs, require significant management time and attention, and subject us to remedies that may harm our business, including fines, demands or orders that require us to modify or cease existing business practices. For example, a variety of laws and regulations govern the ability of users to cancel subscriptions and auto-payment renewals. We have in the past and may in the future be subject to claims under such laws and regulations that could materially adversely affect our business.

The promulgation of new laws or regulations, or the new interpretation of existing laws and regulations, in each case, that restrict or otherwise unfavorably impact our business, or our ability to provide or the manner in which we provide our services, could require us to change certain aspects of our business and operations to ensure compliance, which could decrease demand for services, reduce revenues, increase costs and subject us to additional liabilities.

The adoption of any laws or regulations that adversely affect the popularity or growth in use of the internet or our services, including laws or regulations that undermine open and neutrally administered internet access, could decrease user demand for our service offerings and increase our cost of doing business, any of which could have a material adverse effect on our business, financial condition and results of operations.

Our failure to comply with U.S. and foreign export controls, sanctions and other trade laws and regulations could have a material adverse effect on our business.

We are subject to rules and regulations of the U.S. and other relevant authorities relating to export controls and economic and trade sanctions, including sanctions administered by the Office of Foreign Assets Control ("OFAC") within the U.S. Department of the Treasury, as well as the Export Administration Regulations (i.e. export controls) administered by the Department of Commerce. These laws and regulations limit our ability to market, sell, distribute or otherwise transfer our products, software, or technology to, or otherwise transact or deal with, certain countries, territories, governments, and persons, absent U.S. government permissions or exemptions.

Further, we have historically provided services to users in countries that are the target of U.S. sanctions, such as Syria. We believe our provision of such services is in compliance with applicable law, and have implemented various control mechanisms to maintain such compliance. We have also secured a license from OFAC to provide certain of our services to end-users in Syria, which we renewed in 2022 for an additional two years. There is no assurance that OFAC will agree to extend or renew our license.

Our efforts to comply with these rules and regulations may not be successful, and a determination that we have failed to comply, whether knowingly or inadvertently, may result in substantial penalties, including fines, enforcement actions, civil and/or criminal sanctions, the disgorgement of profits, and may materially adversely affect our business, financial condition and results of operations.

Our success depends, in part, on our ability to access, protect, collect, and use personal data, and our failure to comply with the varying and rapidly-evolving regulatory framework on privacy and data protection across jurisdictions could result in claims or other forms of liability, increased cost of operations, reputational harm, or declines in user growth or engagement, or otherwise have a material adverse effect on our business.

Increased regulation of data utilization practices and personal data processing, including self-regulatory frameworks, new laws, rules, and regulations, or findings or guidance under existing laws that limit or otherwise regulate our ability to collect, disclose, process, transfer, retain and use information and other

data, including personal data, could have a material adverse effect on our business, financial condition and results of operations. In addition, if we were to disclose personal data about our users in a manner that was objectionable to them, our business reputation could be materially adversely affected, and we could face potential legal claims that could impact our operating results. Internationally, we may become subject to additional and/or more stringent legal obligations (as compared to our U.S. obligations) concerning our treatment of customer and other personal information, such as laws regarding data localization and/or restrictions on data export. For example, the GDPR and U.K. GDPR regulate cross-border transfers of personal data out of the EEA and the U.K. We expect the existing legal complexity and uncertainty regarding international personal data transfers to continue. In the event that any regulator or court of law orders the suspension of personal data transfers to or from a particular jurisdiction this could give rise to operational interruption in the performance of services for customers, greater costs to implement alternative data transfer mechanisms that are still permitted, regulatory liabilities or reputational harm. Failure to comply with evolving privacy laws could subject us to liability and expose us to fines, penalties and compliance orders, and to the extent that we need to alter our business model or practices to adapt to these obligations, we could incur additional expenses, which may in turn materially adversely affect our business, financial condition, and results of operations. There are numerous laws in the countries in which we operate regarding privacy and the storage, sharing, use, transfer, disclosure, protection and other processing of personal data, the scope of which are constantly changing, and in some cases, inconsistent and conflicting and subject to differing interpretations, as new laws of this nature are proposed and adopted and we currently, and from time to time, may not be in technical compliance with all such laws. Such laws also are becoming increasingly rigorous and could be interpreted and applied in ways that may have a material adverse effect on our business, financial condition, results of operations and prospects. Therefore, enforcement practices are likely to remain uncertain for the foreseeable future. In recent years, there has been an increase in attention to and regulations of data protection and data privacy across the globe, including in the U.S., the EEA and the U.K. We are subject to various data protection laws, including, among others: the GDPR in the EEA; the U.K. data protection regime consisting primarily of (i) the U.K. General Data Protection Regulation and (ii) the U.K. Data Protection Act 2018 (collectively (i) and (ii), the "UK GDPR"); the PIPL in China; the California Consumer Privacy Act, as amended by the California Privacy Rights Act (together, the "CPRA") and the Virginia Consumer Data Protection Act ("VCDPA") in the U.S., and the Brazilian General Data Protection Law, which imposes requirements similar to the GDPR on products and services offered to users in Brazil. We may be subject to additional privacy regulations in the future. Other comprehensive data privacy or data protection laws or regulations have been passed or are under consideration in other U.S. states (including Colorado, Connecticut, Delaware, Utah, Indiana, Iowa, Montana, Oregon, Tennessee, and Texas) and other jurisdictions, including China, India and Japan. Laws such as these impose increasingly complex set of compliance obligations on us, as well as on many of our service providers. These laws impose restrictions on our ability to gather personal data, provide individuals with the ability to opt out of personal data collection and control how their personal data is processed, impose obligations on our ability to share personal data with others, limit the geographic locations in which we can store personal data, and potentially subject us to fines, lawsuits, and regulatory scrutiny.

For example, the GDPR and the U.K. GDPR impose strict data protection compliance requirements including: providing detailed disclosures about how personal data is collected and processed (in a concise, intelligible and easily-accessible form); demonstrating that an appropriate legal basis is in place or otherwise exists to justify data processing activities; complying with rights for data subjects in regard to their personal data (including the right to be "forgotten" and the right to data portability); notifying data protection regulators or supervisory authorities (and in certain cases, affected individuals) of significant data breaches; ensuring appropriate safeguards are in place where personal data is transferred out of the EEA and the U.K.; limiting retention of personal data; maintaining a record of processing activities; and complying with the principle of accountability and the obligation to demonstrate compliance through

policies, procedures, training and audit. The GDPR and the U.K. GDPR create compliance obligations that are also applicable to entities established outside the EEA/U.K., which offer goods or services to individuals located in the EEA/U.K. or which observe the behavior of individuals located in the EEA/U.K. This has created a greater compliance burden for us and other companies with users or employees in the EEA and the U.K., as the legal regimes may subject non-compliant entities to substantial monetary penalties. In particular, fines for the most serious violations under the GDPR and the U.K. GDPR may amount to the greater of €20 million/£17.5 million or, in the case of an undertaking, up to 4% of the total worldwide annual group turnover of the preceding financial year. Since we are subject to the supervision of relevant data protection authorities under both the GDPR and the U.K. GDPR, we could be fined under each of those regimes independently in respect of the same violation. In addition to potential substantial fines, non-compliance could result in regulatory investigations, reputational damage, orders to cease/ change the processing of personal data, enforcement notices, and/ or assessment notices (for a compulsory audit). We may also face civil claims including representative actions and other class action type litigation (where individuals have suffered harm), potentially amounting to significant compensation or damages liabilities, as well as associated costs and diversion of internal resources.

We rely on a mixture of mechanisms to transfer personal data from the EEA and the U.K. to the U.S. and other jurisdictions deemed non-adequate, and are evaluating what additional mechanisms may be required to establish adequate safeguards for personal data. As the regulatory guidance and enforcement landscape in relation to data transfers continue to develop, there will be uncertainty as to how we comply with EEA and U.K. privacy laws and we could suffer additional costs, complaints, and/or regulatory investigations or fines. If we are otherwise unable to transfer personal data between and among countries and regions in which we operate, it could affect the manner in which we provide our services, and we may find it necessary to establish systems in the EEA and the U.K. to maintain personal data originating from the EEA and the U.K., which may involve substantial expense and distraction from other aspects of our business. Other countries have also passed or are considering passing laws requiring local data residency and/or restricting the international transfer of data, which would create similar risks for us in those countries.

We are also subject to evolving privacy laws in the EEA and the U.K. on cookies, tracking technologies and e-marketing. In the EEA and the U.K., informed consent is required for the placement of non-strictly necessary cookies or similar technologies on users' devices and for direct electronic marketing. The GDPR and the U.K. GDPR also impose conditions on obtaining valid consent, such as a prohibition on pre-checked consents and a requirement to ensure separate consents are sought for each type of non-strictly necessary cookie or similar technology. Regulators are increasingly focusing on compliance with such requirements in the online behavioral advertising ecosystem, and current national laws that implement the ePrivacy Directive may be replaced by an EU regulation known as the ePrivacy Regulation which would significantly increase fines for non-compliance. While the text of the ePrivacy Regulation is still under development, European court decisions and regulators' guidance are driving increased attention to cookies and tracking technologies. If regulators continue to enforce the strict approach seen in recent guidance and decisions, this could lead to substantial costs, require significant systems changes, limit the effectiveness of our marketing activities, divert the attention of our technology personnel, adversely affect our margins, increase costs and subject us to additional liabilities. Regulation of cookies and similar technologies, and any decline of cookies or similar online tracking technologies as a means to identify and potentially target users as well as personalize the consumer experience, may lead to broader restrictions and impairments on our marketing and personalization activities and may negatively impact our efforts to understand and tailor our offerings to users. Our online advertising partners may also change their own policies in response to these legal developments; for example, Google recently enacted new Consent Management Platform requirements for advertisers in the EEA and U.K. Such policies may restrict our ability to personalize and serve advertisements.

Ongoing developments in the U.K. have created additional uncertainty as the U.K. may become a “third country” for the purposes of personal data transfers from the EEA to the U.K. should the U.K. lose its current “adequacy” status as a result of future privacy law reforms. These changes may require us to find alternative solutions for the compliant transfer of personal data from the EEA into and out of the U.K., which may be costly or disruptive to our service or business.

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. While we take steps intended to mitigate the associated risks of using third parties, there is no assurance that these measures and our own privacy and security-related safeguards will protect us from the risks associated with the third-party processing, storage and transmission of such information. Any violation of data or security laws by our third party processors could have a material adverse effect on our business and result in the fines and penalties outlined above.

The GDPR and the U.K. GDPR will continue to be interpreted by data protection regulators and courts in the EEA and the U.K. If their interpretation of the requirements under these laws is inconsistent with our business practices, this may require us to make changes to our business practices, which could be time-consuming and expensive, and could generate additional risks and liabilities.

In the U.S., multiple legislative proposals concerning privacy and the protection of user information are being considered by the U.S. Congress. Various U.S. state legislatures have announced intentions to consider additional privacy legislation, and U.S. state legislatures have already passed and enacted comprehensive privacy legislation. For example, California enacted the CCPA, which, among other obligations, requires covered companies to provide disclosures to California consumers and provide such consumers certain data protection and privacy rights, including the ability to opt-out of certain sales of personal information. The CCPA provides for civil penalties for violations, as well as a private right of action for certain data breaches. This private right of action may increase the likelihood of, and risks associated with, data breach litigation. Other state comprehensive laws which have taken effect in 2023 or will take effect during 2024 provide state residents with certain rights to access personal data that is being processed by the controller, the right to correct inaccuracies in that personal data and the right to require that their personal data be deleted by the data controller. Under such comprehensive state laws, residents typically have the right to opt out of the sale of their personal data, as well as the right to opt out of the processing of their personal data for targeted advertising. New legislation proposed or enacted in a number of states impose, or have the potential to impose additional obligations on companies that collect, store, use, retain, disclose, transfer and otherwise process confidential, sensitive and personal information, and will continue to shape the data privacy environment nationally. State laws are changing rapidly and there is discussion in Congress of a new federal data protection and privacy law to which we would become subject if it is enacted.

Additionally, governmental agencies like the Consumer Financial Protection Bureau and the Federal Trade Commission have adopted, or are considering adopting, laws and regulations concerning personal information and data security. For example, the Federal Trade Commission has increased its focus on privacy and data security practices at digital companies, as evidenced by obtaining increasing fines and prohibiting future data practices against companies found to be in violation of the Children's Online Privacy Protection Act (“COPPA”), and obtaining twenty-year consent decrees mandating enhanced and specific requirements for information security or privacy management programs. While the FTC does not have legal authority to seek monetary penalties or relief in the area of data security as a general matter, a violation of a privacy or data security consent decree can subject the responding company to very high monetary penalties, as evidenced by the FTC obtaining \$5 billion in negotiated monetary relief against Facebook for violation of a consent decree.

The myriad international and U.S. privacy and data breach laws are not consistent, and compliance in the event of a widespread data breach is difficult and may be costly. In addition to government regulation, privacy advocates and industry groups have and may in the future propose self-regulatory standards from time to time. These and other industry standards may legally or contractually apply to us, or we may elect to comply with such standards. We expect that there will continue to be new proposed laws and regulations concerning data privacy and security, and we cannot yet determine the impact such future laws, regulations and standards may have on our business. Because the interpretation and application of data protection laws, regulations, standards and other obligations are still uncertain, and may be contradictory and in flux, it is possible that the scope and requirements of these laws may be interpreted and applied in a manner that is inconsistent with our practices and our efforts to comply with the evolving data protection rules may be unsuccessful.

We make public statements about our use and disclosure of personal information through our privacy policy, information provided on our website and press statements. 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. In addition, from time to time, concerns may be expressed about whether our products and services compromise the privacy of our users and others. 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 users to reduce their use of our products and services. Moreover, privacy activist groups have previously and may continue to provide resources to support individuals who wish to pursue privacy claims or put pressure on companies to change data processing practices. High-profile brands such as ours risk being targeted by such groups and there is a risk that if a user became disgruntled with our data processing practices they could leverage support from such privacy activist groups to take legal action, initiate regulatory investigation or gain publicity for their cause. There is a risk that these groups will seek to challenge our practices, particularly in relation to targeted advertising or international data transfers. Any such campaign could require significant resources to mount a response and could lead to negative publicity and potential investigation from regulators, any of which may materially adversely affect our business, financial condition, and results of operations.

There is no assurance that we will not be subject to claims that we have violated applicable laws or industry standards, that we will be able to successfully defend against such claims or that we will not be subject to significant fines and penalties in the event of non-compliance. Additionally, to the extent multiple state-level laws are introduced with inconsistent or conflicting standards and there is no federal law to preempt such laws, compliance with such laws could be difficult and costly to achieve and we could be subject to fines and penalties in the event of non-compliance.

Furthermore, enforcement actions and investigations by regulatory authorities related to data security incidents and privacy violations continue to increase. We have in the past received, and may continue to receive inquiries from regulators regarding our data privacy practices. Any failure or perceived failure by us (or the third parties with whom we have contracted to process such information) to comply with applicable data, privacy and security laws, policies or related contractual obligations, or any compromise of security that results in unauthorized access, use or transmission of, personal user information, could result in a variety of claims against us, including governmental enforcement actions and investigations, class action privacy litigation in certain jurisdictions and proceedings by data protection authorities. We could further be subject to significant fines, other litigation, claims of breach of contract and indemnity by third parties, and adverse publicity. When such events occur, our reputation may be harmed, we may lose current and potential users and the competitive positions of our various brands might be diminished, any

or all of which could materially adversely affect our business, financial condition, results of operations and prospects. In addition, if our practices are not consistent or viewed as not consistent with legal and regulatory requirements, including changes in laws, regulations and standards or new interpretations or applications of existing laws, regulations and standards, we may become subject to audits, inquiries, whistleblower complaints, adverse media coverage, investigations, loss of export privileges or severe criminal or civil sanctions, all of which may have a material adverse effect on our business, financial condition, results of operations and prospects.

In some locations we are subject to privacy regulations that may be seen as excessive, invasive or harmful, such as those that require organizations to provide access to personal information or confidential data to governmental bodies. We risk reputational damage if we are deemed to be negatively impacting the privacy of our users through our attempts to comply with such regulations. Should we actively choose to not comply with regulations we deem harmful to our users we risk damages from non-compliance as described previously.

Online applications are subject to various laws and regulations relating to children's privacy and protection, which if violated, could subject us to litigation and regulatory actions.

A variety of laws and regulations have been adopted in recent years aimed at protecting children using the internet such as the COPPA, Article 8 of the GDPR and the U.K. GDPR, and the U.K.'s Age Appropriate Design Code (also referred to as the Children's Code) and China's Regulations on the Protection of Minors on the Internet, which took effect on January 1, 2024. As some of these laws and regulations apply to us or our applications, we implement certain precautions designed to ensure our compliance with such laws and regulations. Despite our efforts, no assurances can be given that such measures will be sufficient to completely avoid allegations (whether founded or not) or decisions that we have, or are, not in compliance with COPPA or another relevant law or regulation, any of which could expose us to significant liability, penalties, reputational harm and loss of revenue, among other things. We also expect further jurisdictions to adopt these types of laws and regulations, which would further increase these risks, and may require us to spend additional resources in order to comply.

Additionally, new regulations are being considered in various jurisdictions to require the monitoring of user content or the verification of users' identities and age. For example, on December 20, 2023, the U.S. FTC proposed a new rule under COPPA that in its words "would require targeted advertising to be off by default, limit push notifications, restrict surveillance in schools, and strengthen data security." Such new regulations, or changes to existing regulations, could increase the complexity of our compliance obligations and the cost of our operations.

Our implementation and use of AI and machine learning technologies may not be successful, which may impair our ability to compete effectively, result in reputational harm and have an adverse effect on our business.

We use machine learning and AI technologies throughout the business, including technologies that we have developed internally and via integrations with a third party's AI technologies. For example, we use AI and machine learning technologies to help us produce content for both the learning application and the Duolingo English Test. Furthermore, in the first quarter of 2023 we began to offer in certain markets a higher subscription tier that uses AI to enable two new features - one that provides more detailed explanations of correct and incorrect answers and one that allows a user to role-play by text certain scenarios to practice their language skills.

As with many technological innovations, there are significant risks and challenges involved in maintaining and deploying these technologies and there can be no assurance that the usage of such technologies will always enhance our products or services or be beneficial to our business, including our efficiency or

profitability. In particular, if these AI or machine learning models are (i) incorrectly designed or implemented; (ii) trained on incomplete, inadequate, inaccurate, biased or otherwise poor quality data or on data to which we do not have sufficient rights; and/or (iii) are adversely impacted by unforeseen defects, technical challenges, cyber security 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 through the violation of laws or contracts to which we are a party or civil claims.

We are working to incorporate generative AI (i.e., AI that can produce and output new content, software code, data and information) features into our solutions, such as Duolingo Max which is powered by OpenAI's GPT-4 AI model. Generative AI technologies can create accuracy issues, unintended biases, intellectual property infringing content, and discriminatory outcomes. There is a risk that generative AI technologies could produce 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. While we take measures designated to ensure the accuracy of such AI generated content is accurate, those measures may not always be successful, and in some cases, we may need to rely on end users to report such inaccuracies. The law is also uncertain across jurisdictions regarding the copyright ownership of content that is produced in whole or in part by generative AI tools.

Further, our ability to continue to develop, maintain or use such technologies may be dependent on access to specific third-party software and infrastructure, such as processing infrastructure for the training of our own machine-learning models or the use of third-party AI models. We cannot control the availability or pricing of such third-party software and infrastructure, especially in a highly competitive environment. Our products and services may not compete effectively with alternative products and services if we are not able to source and integrate the latest AI and machine learning technologies into our products and services. In addition, market acceptance and consumer perceptions of AI and machine learning technologies is uncertain, and negative trends in acceptance or perception of such technologies may subject us to brand or reputational harm.

Regulatory and legislative developments on the use of AI and machine learning could adversely affect our use of such technologies in our products and services as well as our operating results.

As the regulatory framework for machine learning technology and AI evolves, our business, financial condition, and results of operations may be adversely affected. The regulatory framework for machine learning, AI and automated decision making technologies is rapidly evolving, and we may not always be able to anticipate how to respond to these laws or regulations. New laws regulating AI have been enacted in the U.S. and China and are expected to enter into force in the EY in the first half of 2024 (as described below), and it is possible that new laws and regulations will be adopted in other jurisdictions. In the U.S., the October 30, 2023 Executive Order on Safe, Secure, and Trustworthy Artificial Intelligence (the "Order") has established certain new standards for the training, testing and cybersecurity of sophisticated AI models, and the Order has also instructed other federal agencies to promulgate additional regulations within certain timeframes from the date of the Order. Federal AI legislation has also been introduced in the U.S. Senate. Such additional regulations may impact our ability to develop, use and commercialize AI and machine learning technologies in the future. Additionally, it is possible that existing laws and regulations may be interpreted in ways that would affect the operation of our learning platforms, online testing business and data analytics and the way in which we use AI and machine learning technologies. Further, the cost to comply with such laws or regulations could be significant and would increase our operating expenses, which could adversely affect our business, financial condition and results of operations.

For example, in Europe, on December 8, 2023, the European Union legislators reached a political agreement on the EU Artificial Intelligence Act ("EU AI Act"), which establishes a risk-based governance

framework for AI in the EU market. The EU AI Act is expected to enter into force in 2024, and the majority of the substantive requirements will apply two years later. This framework will categorize AI applications into risk categories such as “unacceptable”, “high”, “limited”, and “minimal”. Some of our current or future AI applications may fall within the “high” or “limited” risk categories. AI applications in the “high” risk category are expected to become subject to new ex ante conformity assessments and a range of new requirements, particularly on risk management, testing, technical robustness, data training and data governance, transparency, human oversight, and cybersecurity, while AI applications in the “limited” risk category are expected to become subject to new transparency obligations. The EU AI Act also includes specific requirements for general purpose AI and foundational models, such as transparency, training data obligations, and labeling for generative AI systems. Fines for breach extend up to 7% of worldwide annual turnover.

In 2023, China implemented a number of regulations to govern AI, algorithmic recommendation and deep synthesis technologies, namely the Provisional Provisions on Management of Generative Artificial Intelligence Services, Administrative Provisions on Algorithm Recommendation for Internet Information Services and Provisions on Management of Deep Synthesis in Internet Information Service, respectively. Such regulations impose strict obligations on service providers, among other entities, with respect to their provision and use of AI, algorithmic recommendation and deep synthesis technologies.

The EU AI Act, once fully enacted, and the regulatory framework in China are expected to have a material impact on the way AI is regulated in the EU and in China, and together with developing guidance and/or decisions in this area, may affect our use of AI and our ability to provide and to improve our services, require additional compliance measures and changes to our operations and processes, result in increased compliance costs and potential increases in civil claims against us, and could adversely affect our business, financial condition and operations.

We are subject to litigation and adverse outcomes in such litigation could have a material adverse effect on our business, financial condition and results of operations.

We are, and from time to time may become, subject to litigation and various legal proceedings, including litigation and proceedings related to intellectual property matters, privacy and consumer protection laws, as well as stockholder derivative suits, class action lawsuits, actions from former employees and other matters, that involve claims for substantial amounts of money or for other relief or that might necessitate changes to our business or operations. The defense of these actions could be time consuming and expensive and could distract our personnel from their normal responsibilities. We evaluate these litigation claims and legal proceedings to assess the likelihood of unfavorable outcomes and to estimate, if possible, the amount of potential losses. Based on these assessments and estimates, we may establish reserves or disclose the relevant litigation claims or legal proceedings, as and when required or appropriate. These assessments and estimates are based on information available to management at the time of such assessment or estimation and involve a significant amount of judgment. As a result, actual outcomes or losses could differ materially from those envisioned by our current assessments and estimates. Our failure to successfully defend or settle any of these litigations or legal proceedings could result in liability that, to the extent not covered by our insurance, could have a material adverse effect on our business, financial condition and results of operations. See Part II, Item 1. Legal Proceedings.

We are subject to taxation related risks in multiple jurisdictions.

We are a US-based multinational company subject to tax in multiple U.S. and foreign tax jurisdictions. Significant judgment is required in determining our global provision for income taxes, deferred tax assets or liabilities and in evaluating our tax positions on a worldwide basis. While we believe our tax positions are consistent with the tax laws in the jurisdictions in which we conduct our business, it is possible that

these positions may be challenged by jurisdictional tax authorities, which may have a significant impact on our global provision for income taxes.

Tax laws are being re-examined and evaluated globally. New laws and interpretations of the law are taken into account for financial statement purposes in the quarter or year that they become applicable. Tax authorities are increasingly scrutinizing the tax positions of companies. Many countries in the European Union, as well as a number of other countries and organizations such as the Organization for Economic Cooperation and Development and the European Commission, are actively considering and enacting changes to existing tax laws that, if enacted or when in effect, could increase our tax obligations in countries where we do business. These proposals and new laws include changes to the existing framework to calculate income tax, as well as proposals to change or impose new types of non-income taxes, including taxes based on a percentage of revenue. For example, several countries in the European Union have proposed or enacted taxes applicable to digital services, which includes business activities on social media platforms and online marketplaces, and would likely apply to our business. Many questions remain about the enactment, form and application of these digital services taxes. The interpretation and implementation of the various digital services taxes (especially if there is inconsistency in the application of these taxes across tax jurisdictions) could have a materially adverse impact on our business, results of operations and cash flows. Moreover, if the U.S. or other foreign tax authorities change applicable tax laws, our overall taxes could increase, and our business, financial condition or results of operations may be adversely impacted.

Risks Related to Our Intellectual Property

From time to time, we may be party to intellectual property-related litigation and proceedings that are expensive and time consuming to defend, and, if resolved adversely, could materially adversely impact our business, financial condition and results of operations.

Our commercial success depends in part on avoiding infringement, misappropriation or other violations of the intellectual property rights of third parties. However, we may become party to disputes from time to time over rights and obligations concerning intellectual property held by third parties, and we may not prevail in these disputes. Companies in the internet, technology and social media industries are subject to frequent litigation based on allegations of infringement, misappropriation or other violations of intellectual property rights. Furthermore, various "non-practicing entities" that own patents and other intellectual property rights often attempt to assert claims in order to extract value from technology companies and, given that these patent holding companies or other adverse intellectual property rights holders typically have no relevant product revenue, our own issued or pending patents and other intellectual property rights may provide little or no deterrence to these rights holders in bringing intellectual property rights claims against us. From time to time we may receive claims from third parties which allege that we have infringed upon their intellectual property rights. Further, from time to time we may introduce new products, product features and services, including in areas where we currently do not have an offering, which could increase our exposure to patent and other intellectual property claims from competitors, non-practicing entities, and other rights holders. For example, we may license and use musical content in our newly launched music courses, marketing activities, and elsewhere, and may receive intellectual property claims relating to our use of this musical content. In addition, some of our agreements with third-party partners require us to indemnify them for certain intellectual property claims against them, which could require us to incur considerable costs in defending such claims, and may require us to pay significant damages in the event of an adverse ruling. Such third-party partners may also discontinue their relationships with us

as a result of injunctions or otherwise, which could result in loss of revenue and adversely impact our business operations.

Although we try to ensure that our employees and consultants do not use the proprietary information or know-how of others in their work for us, we may be subject to claims that we or our employees or consultants have inadvertently or otherwise used or disclosed intellectual property, including trade secrets, software code or other proprietary information, of a former employer or other third parties. Litigation may be necessary to defend against these claims and if we fail in defending any such claims, in addition to paying monetary damages, we may lose valuable intellectual property rights or personnel. Further, while it is our policy to require our employees and contractors who may be involved in the conception or development of intellectual property to execute agreements assigning such intellectual property to us, we may be unsuccessful in executing such an agreement with each party who, in fact, conceives or develops intellectual property that we regard as our own. Additionally, any such assignment of intellectual property rights may not be self-executing, or the assignment agreements may be breached, and we may be forced to bring claims against third parties, or defend claims that they may bring against us, to determine the ownership of what we regard as our intellectual property.

As we face increasing competition and develop new products, we expect the number of patent and other intellectual property claims against us may grow. There may be intellectual property or other rights held by others, including issued or pending patents, that cover significant aspects of our products and services, and we cannot be sure that we are not infringing or violating, and have not infringed or violated, any third-party intellectual property rights or that we will not be held to have done so or be accused of doing so in the future.

Any claim or litigation alleging that we have infringed or otherwise violated intellectual property or other rights of third parties, with or without merit, and whether or not settled out of court or determined in our favor, could be time-consuming and costly to address and resolve, and could divert the time and attention of our management and technical personnel. The outcome of any litigation is inherently uncertain, and there can be no assurances that favorable final outcomes will be obtained in all cases. In addition, third parties may seek, and we may become subject to, preliminary or provisional rulings in the course of any such litigation, including potential preliminary injunctions requiring us to cease some or all of our operations. We may decide to settle such lawsuits and disputes on terms that are unfavorable to us. Similarly, if any litigation to which we are a party is resolved adversely, we may be subject to an unfavorable judgment that may not be reversed upon appeal, including being subject to a permanent injunction and being required to pay substantial monetary damages, including treble damages, punitive damages, and attorneys' fees, if we are found to have willfully infringed a party's intellectual property rights. The terms of such a settlement or judgment may require us to cease some or all of our operations, pay substantial amounts to the other party, or admit liability. Moreover, as part of any settlement or other compromise to avoid complex, protracted litigation, we may agree not to pursue future claims against a third party, including for claims related to alleged infringement of our intellectual property rights. Part of any settlement or other compromise with another party may resolve a potentially costly dispute but may also have future repercussions on our ability to defend and protect our intellectual property rights, which in turn could adversely affect our business, financial conditions, and results of operations and prospects. In addition, we may have to seek a license to continue practices found to be in violation of a third-party's rights. If we are required, or choose to enter into royalty or licensing arrangements, such arrangements may not be available on reasonable terms, or at all, and may significantly increase our operating costs and expenses. Such arrangements may also only be available on a non-exclusive basis such that third parties, including our competitors, could have access to the same licensed technology to compete with us. As a result, we may also be required to develop or procure alternative non-infringing technology, which could require significant effort, time and expense or discontinue use of the technology. There also can be no assurance that we would be able to develop or license suitable alternative technology to permit

us to continue offering the affected products or services as currently offered. If we cannot develop or license alternative technology for any allegedly infringing aspect of our business, we would be forced to limit our products and services and may be unable to compete effectively. Furthermore, because of the substantial amount of discovery required in connection with intellectual property litigation, there is a risk that some of our confidential information could be compromised by disclosure during this type of litigation. Any of the foregoing, and any unfavorable resolution of such disputes and litigation, would materially and adversely impact our business, financial condition, results of operations and prospects.

We may fail to adequately obtain, protect and maintain our intellectual property rights or prevent third parties from making unauthorized use of such rights.

Our intellectual property is a material asset of our business and our success depends in part on our ability to protect our proprietary information and techniques and multiple forms of intellectual property. For example, we rely heavily upon our trademarks, designs, copyrights, related domain names, social media handles and logos to market our brands and to build and maintain brand loyalty and recognition. We also rely upon proprietary technologies and trade secrets, as well as a combination of laws, and contractual restrictions, including confidentiality agreements with employees, customers, suppliers, affiliates and others, to establish, protect and enforce our various intellectual property rights. We have generally registered and continue to apply to register and renew, or secure by contract where appropriate, trademarks, service marks and copyrights as they are developed and used, and reserve, register and renew domain names and social media handles as we deem appropriate.

If our trademarks and trade names are not adequately protected, then we may not be able to build and maintain name recognition in our markets of interest and our business may be adversely affected. Effective trademark protection may not be available or may not be sought in every country in which our products are made available, in every class of goods and services in which we operate, and contractual disputes may affect the use of marks governed by private contract. Our registered or unregistered trademarks, tradenames or other intellectual property rights may be challenged, infringed, circumvented or declared limited, invalid or unenforceable or determined to be infringing on other marks. Further, at times, competitors may adopt trade names or trademarks similar or identical to ours, thereby impeding our ability to build or extend brand identity and possibly leading to market confusion.

Similarly, not every variation of a domain name or social media handle may be available or be registered by us, even if available. The occurrence of any of these events could result in the erosion of our brands and limit our ability to market our brands using our various domain names and social media handles, as well as impede our ability to effectively compete against competitors with similar technologies or products, any of which could materially adversely affect our business, financial condition and results of operations. We are also party to certain agreements that may limit our trademark rights in certain jurisdictions; while we believe these agreements are unlikely to have a significant impact on our business as currently conducted, our ability to use our existing trademarks in new business lines in the future may be limited.

We also rely on seeking patent protection for key technologies or approaches we develop that enable us to deliver or enhance the products and services we offer. We seek patent protection for these types of innovations primarily in order to best protect our ability to utilize the innovations either by ourselves or as part of a joint development project.

We cannot guarantee that our efforts to obtain and maintain intellectual property rights are adequate, that we have secured, or will be able to secure, appropriate permissions or protections for all of the intellectual property rights we use or rely on. Furthermore, even if we are able to obtain intellectual property rights, any challenge to our intellectual property rights could result in them being narrowed in scope or declared invalid or unenforceable. In addition, other parties may independently develop technologies that are

substantially similar or superior to ours and we may not be able to stop such parties from using such independently developed technologies to compete effectively with us.

We also rely upon unpatented proprietary information and other trade secrets to protect intellectual property that may not be registrable, or that we believe is best protected by means that do not require public disclosure. While it is our policy to enter into confidentiality agreements with employees and third parties to protect our proprietary expertise and other trade secrets, we cannot guarantee that we have entered into such agreements with each party that has or may have had access to our proprietary information or trade secrets and, even if entered into, these agreements may otherwise fail to effectively prevent disclosure of proprietary information, may be limited as to their term, or may not provide an adequate remedy in the event of unauthorized disclosure or use of proprietary information. Monitoring unauthorized uses and disclosures is difficult, and we do not know whether the steps we have taken to protect our proprietary technologies will be effective. Enforcing a claim that a party illegally disclosed or misappropriated a trade secret can be difficult, expensive and time-consuming, and the outcome is unpredictable. Further, some courts inside and outside the U.S. may be less willing or unwilling to protect trade secrets. In addition, trade secrets may be independently developed by others in a manner that could prevent legal recourse by us. If any of our confidential or proprietary information, such as our trade secrets, were to be disclosed or misappropriated, or if any such information was independently developed by a competitor, our competitive position would be materially adversely harmed.

Our intellectual property rights and the enforcement or defense of such rights may be affected by developments or uncertainty in laws and regulations relating to intellectual property rights. For example, a number of aspects of intellectual property protection in the field of AI are currently evolving, and there is uncertainty and ongoing litigation in different jurisdictions as to the degree and extent of protection warranted for AI systems and relevant system input and outputs. If we fail to obtain protection for the intellectual property rights concerning our AI technologies or the output of such technologies, or later have our intellectual property rights invalidated or otherwise diminished, our competitors may be able to take advantage of our research and development efforts to develop competing products, which could adversely affect our business, reputation and financial condition. Moreover, many companies have encountered significant problems in protecting and defending intellectual property rights in foreign jurisdictions. The legal systems of certain countries, particularly certain developing countries, may not favor the enforcement of trademarks, copyrights, trade secrets and other intellectual property protection, which could make it difficult for us to stop the infringement, misappropriation or other violation of our intellectual property or the marketing of competing products in violation of our intellectual property rights generally.

We also may be forced to bring claims against third parties to determine the ownership of what we regard as our intellectual property or to enforce our intellectual property rights against infringement, counterfeiting, misappropriation or other violations by third parties. However, the measures we take to protect our intellectual property from unauthorized use by others may not be effective and there can be no assurance that our intellectual property rights will be sufficient to protect against others offering products or services that are substantially similar or superior to ours or that compete with our business. We may not prevail in intellectual property-related proceedings that we initiate against third parties. Further, in such proceedings or in proceedings before patent, trademark and copyright agencies, our asserted intellectual property could be found to be invalid, unenforceable or limited in scope, in which case we could lose valuable intellectual property rights. In addition, even if we are successful in enforcing our intellectual property against third parties, the damages or other remedies awarded, if any, may not be commercially meaningful. Regardless of whether any such proceedings are resolved in our favor, such proceedings could cause us to incur significant expenses and could distract our personnel from their normal responsibilities. Accordingly, our efforts to enforce our intellectual property rights around the world

may be inadequate to obtain a significant commercial advantage from the intellectual property that we develop or license.

Despite the measures we take to protect our intellectual property rights, our intellectual property rights may still not be adequate and protected in a meaningful manner, challenges to contractual rights could arise, third parties could copy or otherwise obtain and use our intellectual property without authorization, or laws and interpretations of laws regarding the enforceability of existing intellectual property rights may change over time in a manner that provides less protection or introduces uncertainty. The occurrence of any of these events could impede our ability to effectively compete against competitors with similar technologies, any of which could materially adversely affect our business, financial condition and results of operations.

Our use of “open source” software and materials could subject our proprietary software to general release, adversely affect our ability to sell our products and services and subject us to possible litigation.

We use open source software, content and materials (“Open Source Materials”) in connection with a portion of our proprietary software and our service offerings and we expect to continue to use Open Source Materials in the future. Under certain circumstances, some open source licenses require users of the Open Source Materials to provide the user’s own proprietary source code to third parties upon request, to license the user’s own proprietary source code or other materials for the purpose of making derivative works, prohibit users from charging a fee to third parties in connection with the use of the user’s proprietary code, or require the relicensing of the Open Source Materials and derivatives thereof under the terms of the applicable license. While we employ practices designed to monitor our compliance with the licenses of third-party Open Source Materials and protect our proprietary source code and content, we cannot guarantee that we will be successful, that all Open Source Materials are reviewed prior to use in our products, that our developers have not incorporated Open Source Materials into our products, or that they will not do so in the future. Accordingly, we may face claims from others challenging our use of Open Source Materials or seeking to enforce the license terms applicable to such Open Source Materials, including by demanding public release of the Open Source Materials or derivative works or our proprietary source code and content that was developed or distributed in connection with such Open Source Materials. Such claims could also require us to purchase a commercial license or require us to devote additional research and development resources to change our software and content, any of which would have a negative effect on our business and results of operations. In addition, if the license terms for the open source code change, we may be forced to re-engineer our software, revise our content or otherwise incur additional costs. Additionally, the terms of many open source licenses to which we are subject have not been interpreted by U.S. or foreign courts. There is a risk that open source licenses could be construed in a manner that imposes unanticipated conditions or restrictions on our ability to market or provide our products.

In addition, the use of open source software may entail greater risks than the use of third-party commercial software, as open source licensors generally do not provide warranties 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 the introduction of new solutions, 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 make our systems more vulnerable to data breaches.

Our exposure to these risks may be increased as a result of evolving our core source code base, introducing new content and offerings, integrating acquired-company technologies, or making other

business changes, including in areas where we do not currently compete. Any of the foregoing could adversely impact the value or enforceability of our intellectual property, and materially adversely affect our business, financial condition, and results of operations.

Risks Related to Ownership of our Class A Common Stock

The market price of shares of our Class A common stock may be volatile or may decline regardless of our operating performance, which could cause the value of your investment to decline.

The trading price of our Class A common stock may be highly volatile and could be subject to wide fluctuations. Securities markets worldwide experience significant price and volume fluctuations. This market volatility, as well as general economic, market or political conditions, could reduce the market price of shares of our Class A common stock regardless of our operating performance. In addition, our operating results could be below the expectations of public market analysts and investors due to a number of potential factors, including variations in our quarterly operating results or dividends, if any, to stockholders, additions or departures of key management personnel, failure to meet analysts' earnings estimates, publication of research reports about our industry, the timing and amount of any share repurchases, litigation and government investigations, changes or proposed changes in laws or regulations or differing interpretations or enforcement thereof affecting our business, adverse market reaction to any indebtedness we may incur or securities we may issue in the future, changes in market valuations of similar companies or speculation in the press or investment community, announcements by our competitors of significant contracts, acquisitions, dispositions, strategic partnerships, joint ventures or capital commitments, adverse publicity about the industries we participate in or individual scandals, and in response the market price of shares of our Class A common stock could decrease significantly.

Stock markets and the price of our Class A shares may experience extreme price and volume fluctuations. In the past, following periods of volatility in the overall market and the market price of a company's securities, securities class action litigation has often been instituted against these companies. This litigation, if instituted against us, could result in substantial costs and a diversion of our management's attention and resources.

If securities or industry analysts do not continue to publish research or reports about our business, or if they downgrade their recommendations regarding our Class A common stock, our stock price and trading volume could decline.

The trading market for our Class A common stock relies in part on the research and reports that industry or securities analysts publish about us or our business. If any of the analysts who cover us downgrade our Class A common stock or publish inaccurate or unfavorable research about our business, our Class A common stock price may decline. If analysts cease coverage of us or fail to regularly publish reports on us, we could lose visibility in the financial markets, which in turn could cause our Class A common stock price or trading volume to decline and our Class A common stock to be less liquid.

The dual class structure of our common stock has the effect of concentrating voting control with those stockholders who held our capital stock prior to the listing of our Class A common stock on the Nasdaq Global Select Market, including our directors, executive officers, and 5% stockholders and their respective affiliates, who held in the aggregate 79.3% of the voting power of our capital stock as of March 31, 2024. This ownership will limit or preclude your ability to influence corporate matters, including the election of directors, amendments of our organizational

documents, and any merger, consolidation, sale of all or substantially all of our assets, or other major corporate transaction requiring stockholder approval.

Our Class B common stock has 20 votes per share, and our Class A common stock has one vote per share. As of March 31, 2024, our directors, executive officers, and 5% stockholders and their affiliates held in the aggregate 79.3% of the voting power of our capital stock. Because of the 20-to-one voting ratio between our Class B and Class A common stock, the holders of our Class B common stock collectively could continue to control a significant percentage of the combined voting power of our common stock and therefore be able to control all matters submitted to our stockholders for approval until all outstanding shares of Class A and Class B common stock have converted automatically into shares of a single class of common stock. This concentrated control may limit or preclude your ability to influence corporate matters for the foreseeable future, including the election of directors, amendments of our organizational documents, and any merger, consolidation, sale of all or substantially all of our assets, or other major corporate transaction requiring stockholder approval. In addition, this may prevent or discourage unsolicited acquisition proposals or offers for our capital stock that you may believe are in your best interest as one of our stockholders.

In addition, future transfers by holders of Class B common stock will generally result in those shares converting to Class A common stock, subject to limited exceptions, such as certain transfers effected for estate planning purposes. The conversion of Class B common stock to Class A common stock will have the effect, over time, of increasing the relative voting power of those holders of 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 voting control as other holders of Class B common stock sell or otherwise convert their shares into Class A common stock.

In addition, while we do not expect to issue any additional shares of Class B common stock, any future issuances of Class B common stock would be dilutive to holders of Class A common stock.

We cannot predict the impact our dual class structure may have on the market price of our Class A common stock.

We cannot predict whether our dual class structure will result in a lower or more volatile market price of our Class A common stock, in adverse publicity or other adverse consequences. Certain investors, including large institutional investors, may prefer companies that do not have multiple share classes or may have investment guidelines that preclude them from investing in companies that have multiple share classes. In addition, certain index providers have previously implemented, and may in the future determine to implement, restrictions on including companies with multiple class share in certain of their indices. For example, from July 2017 to April 2023, S&P Dow Jones excluded companies with multiple share classes from the S&P Composite 1500 (composed of the S&P 500, S&P MidCap 400 and S&P SmallCap 600). Indices have discretion to reassess and implement such policies with respect to multi-class differing voting right structures. Under any such policies, our dual class capital structure would make us ineligible for inclusion in any of these indices. As a result, the market price of our Class A common stock could be materially adversely affected.

We may issue preferred stock whose terms could materially adversely affect the voting power or value of our Class A common stock.

Our amended and restated certificate of incorporation authorizes us to issue, without the approval of our stockholders, one or more classes or series of preferred stock having such designations, preferences, limitations and relative rights, including preferences over our Class A common stock respecting dividends and distributions, as our board of directors may determine. The terms of one or more classes or series of preferred stock could adversely impact the voting power or value of our Class A common stock. For

example, we might grant holders of preferred stock the right to elect some number of our directors in all events or on the happening of specified events or the right to veto specified transactions. Similarly, the repurchase or redemption rights or liquidation preferences we might assign to holders of preferred stock could affect the residual value of the Class A common stock.

Future issuance and sales of our common stock in the public market could cause the market price of our common stock to drop significantly, even if our business is doing well.

Sales of a substantial number of shares of our common stock in the public market or the perception that these sales might occur in large quantities, could cause the market price of our Class A common stock to decline and could impair our ability to raise capital through the sale of additional equity securities.

All shares of Class A common stock sold in our IPO are freely tradable without restrictions or further registration under the Securities Act except for any shares held by our affiliates as defined in Rule 144 under the Securities Act ("Rule 144").

Further, as of March 31, 2024, we had options outstanding that, if fully exercised, would result in the issuance of 1,680,500 shares of Class A common stock and 978,500 shares of Class B common stock, as well as 1,844,000 shares of Class A common stock issuable upon vesting and settlement of outstanding RSUs. We have registered on Form S-8 under the Securities Act the shares of our common stock subject to outstanding stock options that will be issuable pursuant to future awards granted under our equity incentive plan. These shares can be freely sold in the public market upon issuance, subject to applicable vesting requirements, compliance by affiliates with Rule 144, and other restrictions provided under the terms of the applicable plan and/or the award agreements entered into with participants.

We may issue our shares of common stock or securities convertible into our common stock from time to time in connection with financings, acquisitions, investments, or otherwise. New investors in subsequent transactions could gain rights, preferences, and privileges senior to those of holders of our Class A common stock. Any such issuance could result in substantial dilution to our existing stockholders and cause the trading price of our Class A common stock to decline.

We do not intend to pay dividends for the foreseeable future. Consequently, any gains from an investment in our Class A common stock will likely depend on whether the price of our Class A common stock increases.

We do not intend to pay any dividends on our Class A common stock in the foreseeable future. We anticipate that we will retain all of our future earnings for use in the operation and growth of our business and for general corporate purposes. Any determination to pay dividends in the future will be at the discretion of our board of directors. Accordingly, investors must rely on sales of their Class A common stock after price appreciation, which may never occur, as the only way to realize any future gains on their investments.

Anti-takeover provisions contained in our amended and restated certificate of incorporation and amended and restated bylaws, as well as provisions of Delaware law, could impair a takeover attempt.

Our amended and restated certificate of incorporation and amended and restated bylaws contain and Delaware law contains provisions which could have the effect of rendering more difficult, delaying or

preventing an acquisition deemed undesirable by our board of directors. Our corporate governance documents provide for:

- a dual-class structure;
- a classified board of directors with three-year staggered terms, who can only be removed for cause, which may delay the ability of stockholders to change the membership of a majority of our board of directors;
- no cumulative voting in the election of directors, which limits the ability of minority stockholders to elect director candidates;
- the exclusive right of our board of directors to set the size of the board of directors and to elect a director to fill a vacancy, however occurring, including by an expansion of the board of directors, which prevents stockholders from being able to fill vacancies on our board of directors;
- the ability of our board of directors to authorize the issuance of shares of preferred stock and to determine the price and other terms of those shares, including voting or other rights or preferences, without stockholder approval, which could be used to significantly dilute the ownership of a hostile acquiror;
- the ability of our board of directors to alter our amended and restated bylaws without obtaining stockholder approval;
- in addition to our board of director's ability to adopt, amend, or repeal our amended and restated bylaws, our stockholders may adopt, amend, or repeal our amended and restated bylaws only with the affirmative vote of the holders of at least 66 2/3% of the voting power of all our then-outstanding shares of capital stock;
- the required approval of (i) at least 66 2/3% of the voting power of the outstanding shares of capital stock entitled to vote generally in the election of directors, voting together as a single class, to adopt, amend, or repeal certain provisions of our restated certificate of incorporation and (ii) for so long as any shares of Class B common stock are outstanding, the holders of at least 80% of the shares of Class B common stock outstanding at the time of such vote, voting as a separate series, to adopt, amend, or repeal certain provisions of our restated certificate of incorporation;
- the ability of stockholders to act by written consent only as long as holders of our Class B common stock hold at least 50% of the voting power of our capital stock;
- the requirement that a special meeting of stockholders may be called only by an officer of our company pursuant to a resolution adopted by a majority of our board of directors then in office or the chairperson of our board; and
- advance notice procedures that stockholders must comply with in order to nominate candidates to our board of directors or to propose matters to be acted upon at a stockholders' meeting, which may discourage or deter a potential acquiror from conducting a solicitation of proxies to elect the acquiror's own slate of directors or otherwise attempting to obtain control of us.

These provisions, alone or together, could delay or prevent hostile takeovers and changes in control or changes in our management.

As a Delaware corporation, we are also subject to provisions of Delaware law, including Section 203 of the General Corporation Law of the State of Delaware (the Delaware General Corporation Law), which prevents some stockholders holding more than 15% of our outstanding common stock from engaging in

certain business combinations without approval of the holders of substantially all of our outstanding common stock.

Any provision of our certificate of incorporation, bylaws or Delaware law that has the effect of delaying or deterring a change in control could limit the opportunity for our stockholders to receive a premium for their shares of our common stock, and could also affect the price that some investors are willing to pay for our common stock.

Claims for indemnification by our directors and officers may reduce our available funds to satisfy successful third-party claims against us and may reduce the amount of money available to us.

Our amended and restated certificate of incorporation and amended and restated bylaws provide that we will indemnify our directors and officers, in each case to the fullest extent permitted by Delaware law.

In addition, as permitted by Section 145 of the Delaware General Corporation Law, our amended and restated bylaws and our indemnification agreements that we have entered or intend to enter into with our directors and officers provide that:

- we will indemnify our directors and officers for serving us in those capacities or for serving other business enterprises at our request, to the fullest extent permitted by Delaware law. Delaware law provides that a corporation may indemnify such person if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the registrant and, with respect to any criminal proceeding, had no reasonable cause to believe such person's conduct was unlawful;
- we may, in our discretion, indemnify employees and agents in those circumstances where indemnification is permitted by applicable law;
- we are required to advance expenses, as incurred, to our directors and officers in connection with defending a proceeding, except that such directors or officers shall undertake to repay such advances if it is ultimately determined that such person is not entitled to indemnification;
- the rights conferred in our amended and restated bylaws are not exclusive, and we are authorized to enter into indemnification agreements with our directors, officers, employees and agents and to obtain insurance to indemnify such persons; and
- we may not retroactively amend our amended and restated bylaw provisions to reduce our indemnification obligations to directors, officers, employees, and agents.

Our directors' and officers' liability insurance policies may not be available to us in the future at a reasonable rate, may not cover all potential claims for indemnification, and may not be adequate to indemnify us for all liability that may be imposed.

Our amended and restated certificate of incorporation and amended and restated bylaws provide for an exclusive forum in the Court of Chancery of the State of Delaware for certain disputes between us and our stockholders, and that the federal district courts of the U.S. of America will be the exclusive forum for the resolution of any complaint asserting a cause of action under the Securities Act, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers, or employees.

Our amended and restated certificate of incorporation and amended and restated bylaws provide that the Court of Chancery of the State of Delaware is the exclusive forum for any derivative action or proceeding brought on our behalf, any action asserting a breach of fiduciary duty, any action asserting a claim against us arising pursuant to the Delaware General Corporation Law, our amended and restated certificate of incorporation or our amended and restated bylaws, or any action asserting a claim against us that is

governed by the internal affairs doctrine; provided that, the exclusive forum provision will not apply to suits brought to enforce any liability or duty created by the Exchange Act or any other claim for which the federal courts have exclusive jurisdiction; and provided further that, if and only if the Court of Chancery of the State of Delaware dismisses any such action for lack of subject matter jurisdiction, such action may be brought in another state or federal court sitting in the State of Delaware. Our amended and restated certificate of incorporation and amended and restated bylaws also provide that the federal district courts of the U.S. of America will be the exclusive forum for the resolution of any complaint asserting a cause of action against us or any of our directors, officers, or employees arising under the Securities Act. Nothing in our amended and restated certificate of incorporation or amended and restated bylaws precludes stockholders that assert claims under the Exchange Act from bringing such claims in state or federal court, subject to applicable law.

We believe these provisions may benefit us by providing increased consistency in the application of Delaware law and federal securities laws by chancellors and judges, as applicable, particularly experienced in resolving corporate disputes, efficient administration of cases on a more expedited schedule relative to other forums and protection against the burdens of multi-forum litigation. This choice of forum provision may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or any of our directors, officers, other employees or stockholders, which may discourage lawsuits with respect to such claims. If a court were to find the choice of forum provision that will be contained in our amended and restated certificate of incorporation or amended and restated bylaws to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving such action in other jurisdictions, which could materially adversely affect our business, financial condition, and results of operations.

General Risk Factors

We will incur significant expenses as a result of being a public company, which could materially adversely affect our business, financial condition, and results of operations.

As a public company, we incur significant legal, accounting, and other expenses that we did not incur as a private company. We are subject to the reporting requirements of the Exchange Act, the applicable requirements of the Sarbanes-Oxley Act, the Dodd-Frank Act, the rules and regulations of the SEC, and the Listing Rules of the Nasdaq Global Select Market. Stockholder activism and the level of government intervention and regulatory reform may lead to substantial new regulations and disclosure obligations, which may lead to additional significant compliance costs and impact the manner in which we operate our business in ways we cannot currently anticipate. The increased costs will increase our net loss or decrease our net income, and may require us to reduce costs in other areas of our business or increase our service fees which could result in a reduction in bookings. For example, we expect these rules and regulations to make it more difficult and more expensive for us to obtain director and officer liability insurance. The impact of these requirements could also make it more difficult for us to attract and retain qualified persons to serve on our board of directors, on our board committees, or as executive officers. Furthermore, if we are unable to satisfy our obligations as a public company, we could be subject to delisting of our Class A common stock, fines, sanctions, and other regulatory action and potentially civil litigation.

Further, the majority of our management team, including our Chief Executive Officer and Chief Financial Officer, have limited experience in managing publicly-traded companies. These obligations and constituents have and will require significant attention from our senior management and could divert their attention away from the day-to-day management of our business, and could materially adversely affect our business, financial condition, and results of operations.

Failure to maintain effective internal control over financial reporting could have a material adverse effect on our business, financial condition, results of operations, and stock price and may adversely affect investor confidence in our company and, as a result, the value of our Class A common stock and your investment.

Section 404 of the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act"), requires us to evaluate the effectiveness of our internal controls over financial reporting as of the end of each fiscal year, including a management report assessing the effectiveness of our internal controls over financial reporting, and a report issued by our independent registered public accounting firm on that assessment. Our ability to comply with the annual internal control reporting requirements will depend on the effectiveness of our financial reporting and data systems and controls across our company. We expect these systems and controls to require additional investment as we become increasingly more complex and our business grows. To effectively manage this complexity, we will need to continue to maintain and revise our operational, financial and management controls, and our reporting systems and procedures. Certain weaknesses or deficiencies or failures to implement required new or improved controls, or difficulties encountered in the implementation or operation of these controls, could harm our operating results and cause us to fail to meet our financial reporting obligations, or result in material misstatements in our financial statements, which could adversely affect our business and reduce our stock price. Further, we cannot assure you that the measures we have taken to date, and actions we may take in the future, will be sufficient to prevent or avoid potential future material weaknesses. A material weakness in our internal control over financial reporting could result in an increased probability of fraud, the potential loss of customers, litigation from our stockholders, reduction in our ability to obtain financing, and require additional expenditures to remediate. Our failure to implement and maintain effective internal control over financial reporting could result in errors in our financial statements that could result in loss of investor confidence in the accuracy and completeness of our financial reports and a decline in our stock price, and we could be subject to sanctions or investigations by the SEC or other regulatory authorities.

Changes in accounting principles or their application to us could result in unfavorable accounting charges or effects, which could adversely affect our operating results and prospects.

We prepare Unaudited Condensed Consolidated Financial Statements in accordance with accounting principles generally accepted in the U.S. The accounting for our business 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 policies, rules, regulations, and interpretations of accounting and financial reporting requirements of the SEC or other regulatory agencies. A change in any of these principles or guidance, or in their interpretations or application to us, may have a significant effect on our reported results, as well as our processes and related controls, and may retroactively affect previously reported results, which may negatively impact our financial statements, which may in turn adversely affect our prospects. It is difficult to predict the impact of future changes to accounting principles and accounting policies over financial reporting, any of which could adversely affect our financial condition and results of operations and could require significant investment in systems and personnel.

Changes to tax laws could impact our financial results and operations.

Our operations are subject to income and transaction taxes in the U.S. and in multiple foreign jurisdictions. A change in the tax law in the jurisdictions in which we do business, including an increase in tax rates, an adverse change in the treatment of an item of income or expense or a decrease in tax rates in a jurisdiction in which we have significant deferred tax assets, could result in a material increase in tax expense. Additionally, changes in tax laws could impact operating cash flow due to changes in timing of payments required as well as the overall rate we are required to pay.

The application of tax laws and related regulations is subject to legal and factual interpretation, judgment and uncertainty. We cannot determine whether any legislative proposals may be enacted into law or what, if any, changes may be made to such proposals prior to their being enacted into law. If U.S. or

international tax laws change in a manner that increases our tax obligation, it could result in a material adverse impact on our results of operations and our financial position.

The Tax Cuts and Jobs Act of 2017 changed the law with respect to the treatment of research and development expenditures. Effective January 2022, the option to deduct these expenditures currently was eliminated and instead requires taxpayers to capitalize and amortize them pursuant to Internal Revenue Code Section 174. This has increased our tax provision and our cash tax payable since 2022. If the requirement to capitalize Section 174 expenditures is not modified, it may also impact our tax provision and our cash tax liability in future years.

The Organization for Economic Co-operation and Development ("OECD"), an international association of 38 countries including the U.S., has proposed changes to numerous long-standing tax principles, including a global minimum tax initiative. On December 12, 2022, the European Union member states agreed to implement the OECD's Pillar 2 global corporate minimum tax rate of 15% on companies with revenues of at least EUR 750,000, which would go into effect in 2024. While we not currently have revenues above that threshold, with continued growth it may reach that level in future years. Accordingly, we will continue to monitor and evaluate the potential consequences of Pillar 2 on our longer-term financial position.

A valuation allowance is provided against deferred tax assets unless it is more-likely-than-not that they will be realized based on all available positive and negative evidence. Such evidence, which requires management's judgment, includes, but is not limited to, recent cumulative earnings or losses, expectations of future income, and the carryforward periods available for the utilization of deferred tax assets. As of December 31, 2023, the Company continues to maintain a valuation allowance against all of its U.S. federal and state deferred tax assets. To the extent sufficient positive evidence becomes available, we may release all or a portion of our valuation allowance in one or more future periods. A release of the valuation allowance, if any, would result in the recognition of certain deferred tax assets and a material income tax benefit for the period in which such a release is recorded.

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

The preparation of financial statements in conformity with generally accepted accounting principles in the U.S. requires us to make estimates and assumptions that affect the reported amount of assets and liabilities and the disclosure of contingent liabilities as of the date of the financial statements and the reported amount of revenues and expenses during the reporting period. For example, we make certain assumptions about the interpretation of these principles and accounting treatment of our non-cash stock-based compensation expense and related obligations with respect to our financial statements. If these assumptions turn out to be unfounded, our stock-based compensation expense could be materially higher than expected for current and future periods, which could have a material adverse effect on our net income (loss). We base estimates and assumptions on historical experience and on various other factors that we believe to be reasonable under the circumstances, 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. We may make estimates regarding activities for which the accounting treatment is still uncertain. Actual results could differ from those estimates. If our assumptions change or if actual circumstances differ from our assumptions, our operating results may be adversely

affected and could fall below our publicly announced guidance or the expectations of securities analysts and investors, resulting in a decline in the market price of our common stock.

We are subject to a series of risks associated with scrutiny of environmental, social, sustainability, and related corporate responsibility matters.

Companies across industries are facing increasing scrutiny from a variety of stakeholders related to their environmental, social, sustainability, and related corporate responsibility (“ESG”) practices. For example, various groups produce ESG scores or ratings based at least in part on a company’s ESG disclosures, and certain market participants, including institutional investors and capital providers, use such ratings to assess companies’ ESG profiles. Unfavorable perceptions of our ESG performance could negatively impact our business, whether from a reputational perspective, through a reduction in interest in purchasing our stock or products, issues in attracting/retaining employees, customers and business partners, or otherwise. Simultaneously, there are efforts by some stakeholders to reduce companies’ efforts on certain ESG-related matters. Both advocates and opponents to certain ESG matters are increasingly resorting to a range of activism forms, including media campaigns and litigation, to advance their perspectives. To the extent we are subject to such activism, it may require us to incur costs or otherwise adversely impact our business.

While we have engaged, and expect to continue to engage in, certain voluntary initiatives (such as voluntary disclosures, certifications, or goals) to improve the ESG profile of our company and/or products or respond to stakeholder concerns, such initiatives may be costly and may not have the desired effect. Expectations around company’s management of ESG matters continues to evolve rapidly, in many instances due to factors that are out of our control. For example, actions or statements that we may take based on expectations, assumptions, or third-party information that we currently believe to be reasonable may subsequently be determined to be erroneous or not in keeping with best practice. We may also be unable to complete certain initiatives or targets, either on timelines/costs initially anticipated or at all. If we fail to, or are perceived to fail to, comply with or advance certain ESG initiatives (including the manner in which we complete such initiatives), we may be subject to various adverse impacts, including reputational damage and potential stakeholder engagement and/or litigation, even if such initiatives are currently voluntary. There are also increasing regulatory expectations for ESG matters. For example, various policymakers, including the SEC and the State of California, have adopted (or are considering adopting) requirements for the disclosure of certain climate-related information or other ESG disclosures. This and other stakeholder expectations will likely lead to increased costs as well as scrutiny that could heighten all of the risks identified in this risk factor. Additionally, certain of our customers, business partners, and suppliers may be subject to similar expectations, which may augment or create additional risks, including risks that may not be known to us.

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

None.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

(a) None.

(b) Trading Plans

During the three months ended March 31, 2024, the following “officer” (as defined in Rule 16a-1(f) under the Exchange Act) of the Company adopted, modified or terminated “Rule 10b5-1 trading arrangements” and/or “non-Rule 10b5-1 trading arrangements” (each as defined in Item 408 of Regulation S-K).

On December 11, 2023, the 10b5-1 sales plan intended to satisfy the affirmative defense of Rule 10b5-1(c) under the Exchange Act entered into by Robert Meese , Chief Business Officer , on September 8, 2023 expired in accordance with its terms upon the sale of the maximum aggregate number of shares of Class A common stock covered by such plan. On March 13, 2024 , Mr. Meese entered into a 10b5-1 sales plan (the “Meese 10b5-1 Sales Plan”) intended to satisfy the affirmative defense of Rule 10b5-1(c) under the Exchange Act which provides for the potential exercise of vested stock options and the associated sale of up to 17,675 shares of the Company's Class A common stock. The Meese 10b5-1 Sales Plan will remain in effect until the earlier of (1) July 31, 2025, (2) the date on which an aggregate of 17,675 shares of the Company's Class A common stock have been sold under the Meese 10b5-1 Sales Plan, or (3) such time as the Meese 10b5-1 Sales Plan is otherwise terminated or expires according to its terms.

Item 6. Exhibits

Exhibit Number	Exhibit Description	Incorporated by Reference				Filed Herewith
		Form	File No.	Date	Exhibit	
3.1	Amended and Restated Certificate of Incorporation, as currently in effect	8-K	001-40653	7/30/2021	3.1	
3.2	Bylaws, as currently in effect	8-K	001-40653	12/08/2023	3.1	
10.1	First Amendment to Office Lease Agreement, dated March 4, 2024, by and between 5704 Penn Office, LLC and the Registrant					X
10.2	Second Amendment to Office Lease Agreement, dated March 15, 2024, by and between 5704 Penn Office, LLC and the Registrant					X
10.3	Duolingo, Inc. Non-Employee Director Compensation Program*					X
31.1	Certification of Principal Executive Officer pursuant to Exchange Act Rule 13a-14(a)					X
31.2	Certification of Principal Financial Officer pursuant to Exchange Act Rule 13a-14(a)					X
32.1*	Certification of Principal Executive Officer and Principal Financial Officer pursuant to 18 U.S.C. Section 1350					X
101.INS	Inline XBRL Instance Document - the Instance Document does not appear in the interactive data file because its XBRL tags are embedded within the Inline XBRL document					X
101.SCH	Inline XBRL Taxonomy Extension Schema Document					X
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document					X
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document					X
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document					X
101.LAB	Inline XBRL Taxonomy Extension Presentation Linkbase Document					X
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)					X

*The certification attached as Exhibit 32.1 that accompanies this Quarterly Report on Form 10-Q pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, is not deemed "filed" by the Registrant for purposes of Section 18 of the Securities Exchange Act of 1934, as amended.

Signatures

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

DUOLINGO, INC.

Date: May 8, 2024

By: /s/ Luis von Ahn
Luis von Ahn
Chief Executive Officer
(Principal Executive Officer)

Date: May 8, 2024

By: /s/ Matthew Skaruppa
Matthew Skaruppa
Chief Financial Officer
(Principal Financial Officer and Principal Accounting Officer)

FIRST AMENDMENT TO LEASE

This First Amendment to Lease (this "First Amendment") is entered into this 28th day of February, 2024 (the "Effective Date"), by and between 5704 PENN OFFICE, LLC, a Pennsylvania limited liability company (the "Landlord"), and DUOLINGO, INC., a Delaware corporation (the "Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant are parties to that certain Lease, dated November 16, 2021 (the "Lease"), whereby Landlord leases to Tenant, and Tenant rents from Landlord, certain premises consisting of approximately 38,258 rentable square feet of space consisting of all the office space on the third (3rd) floor (the "Existing Premises") of the Office Unit (defined in the Lease) in the building known as Liberty East and located at 141 S. St. Clair Street, Pittsburgh, Pennsylvania (the "Building");

WHEREAS, the parties by this First Amendment desire to increase the square footage of the Existing Premises by adding certain office space thereto consisting of (a) the entire fourth (4th) floor of the Office Unit, consisting of approximately 38,658 rentable square feet, (b) the entire fifth (5th) floor of the Office Unit, consisting of approximately 38,790 rentable square feet, (c) the entire sixth (6th) floor of the Office Unit, consisting of approximately 29,390 rentable square feet, and (g) approximately 3,170 rentable square feet of space on the second (2nd) floor of the Office Unit commonly known as the fitness center, each as depicted on Exhibit "A" attached hereto, and made a part hereof (collectively, the "Expansion Space"), for a total additional rentable square footage of 110,008, and to modify other certain terms as further set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants of Landlord and Tenant, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree to modify the Lease by this First Amendment in the following respects, which modifications shall supersede all provisions of the Lease in conflict with such modifications.

TERMS OF MODIFICATION

1. Terms and Definitions. Words whose initial letters are capitalized are defined terms. Any defined term that is not defined in this First Amendment shall have the same meaning that is ascribed to that term in the Lease.

- a. The term "Office Unit", defined in Paragraph 1.U. of the Lease is amended to replace the phrase "Deed Book Volume _____, page _____," with "Deed Book Volume 18844, page 452".

2. Term. The Term is hereby extended through 11:59 p.m. eastern time on April 30, 2036 ("Expiration Date"), unless sooner terminated or extended in accordance with the terms of the Lease.

3. Expansion Space and Term. Commencing on August 1, 2025 (the "Expansion Space Commencement Date"), Landlord hereby leases to Tenant and Tenant hereby rents from Landlord the Expansion Space. As of the Expansion Space Commencement Date, the Premises shall include the Existing Premises (38,258 rentable square feet) and the Expansion Space (110,008 rentable square feet) consisting of a total of 148,266 rentable square feet.

4. Use Prior to Expansion Space Commencement Date. Landlord shall provide Tenant with access to the Expansion Space after the Effective Date commencing upon delivery of a written request from Tenant to permit Tenant to construct the Tenant Improvement Work (defined below in Section 6), and continuing until the Expansion Space Commencement Date (the "Early Access Period"). All terms of this Lease shall be applicable to the Early Access Period (including, but not limited to,

Tenant furnishing to Landlord evidence that insurance coverages required herein are in effect), except as to the covenant to pay Rent for the Expansion Space during such period. Notwithstanding the foregoing, in the event that Tenant completes the Tenant Improvement Work and opens for business in any portion of the Expansion Space prior to the Expansion Space Commencement Date (such portion, the "Occupied Portion"), Tenant shall pay Rent to Landlord for the entire floor (or floors) of the Office Unit where the Occupied Portion is located, for the time period commencing on the date that Tenant opened for business in the Occupied Portion and ending on July 31, 2025, at a Fixed Based Rent rate equal to \$43.00 per rentable square foot of space per annum (prorated based on the number of days in such period). The Fixed Basic Rent for the Occupied Portion shall be calculated only on a per floor basis, and Additional Rent charged for such period shall be prorated and charged in accordance with all other terms of the Lease (as amended by this First Amendment), including, but not limited to, compliance with all insurance requirements and the payment of the Electrical Charge. During the Early Access Period, Tenant shall also have the nonexclusive right to utilize up to a total of 300 parking spaces as directed by Landlord in the parking facility for the Office Unit in accordance with the same terms that Tenant is permitted to use parking spaces under that certain Parking License Agreement entered into between Landlord and Tenant dated November 16, 2021.

5. **Fixed Basic Rent.** Tenant shall continue to pay all Fixed Basic Rent and Additional Rent in conformity with the terms of the Lease, except as otherwise set forth herein.

5.1 **Existing Premises.** As of the Effective Date of this First Amendment, the Fixed Basic Rent schedule as set forth in Paragraph 1.N. of the Lease with respect to the Existing Premises is hereby amended by inserting an additional row at the bottom of the schedule as follows:

<u>Lease Period</u> (Months)	<u>Fixed Basic Rent</u> <u>per/RSF</u>	<u>Monthly</u> <u>Fixed Basic Rent</u>	<u>Annual</u> <u>Fixed Basic Rent</u> (i.e.) 6/16/35 – 4/30/36
157 – 167.5 (i.e.) 6/16/35 – 4/30/36	\$59.06	\$188,293.12	\$1,977,077.80

5.2 **Expansion Space.** Commencing on the Expansion Space Commencement Date, Tenant shall commence the payment of Fixed Basic Rent for the Expansion Space, in accordance with the following schedule:

<u>Lease Period</u> (Months)	<u>Fixed Basic Rent</u> <u>per/RSF</u>	<u>Monthly</u> <u>Fixed Basic Rent</u>	<u>Fixed Basic Rent</u> <u>During Lease Period</u>
8/1/2025 – 7/31/2026*	\$43.00	\$394,195.33	\$4,730,344.00
8/1/2026 – 7/31/2027	\$43.86	\$402,079.24	\$4,824,950.88
8/1/2027 – 7/31/2028	\$47.84	\$438,534.67	\$5,262,416.03
8/1/2028 – 7/31/2029	\$48.79	\$447,305.36	\$5,367,664.35
8/1/2029 – 7/31/2030	\$52.99	\$485,813.23	\$5,829,758.80
8/1/2030 – 7/31/2031	\$54.05	\$495,529.50	\$5,946,353.97
8/1/2031 – 7/31/2032	\$55.13	\$505,440.09	\$6,065,281.05
8/1/2032 – 7/31/2033	\$56.24	\$515,548.89	\$6,186,586.67
8/1/2033 – 7/31/2034	\$57.36	\$525,859.87	\$6,310,318.41
8/1/2034 – 7/31/2035	\$58.51	\$536,377.06	\$6,436,524.78
8/1/2035 – 4/30/2036	\$59.68	\$547,104.61	\$4,923,941.45

*Notwithstanding anything to the contrary contained herein, provided that Tenant is not then in default under the Lease beyond any applicable cure periods, the Fixed Basic Rent shall be abated for the Expansion Space from August 1, 2025, through May 31, 2026 (i.e., during the first ten months immediately following the Expansion Space Commencement Date) (the “Expansion Space Abatement Period”) in a total amount of \$3,941,953.33 (the “Expansion Space Abatement Amount”). The Expansion Space Abatement Amount shall be applied equally on a monthly pro-rata basis during the Expansion Space Abatement Period, such that the monthly Fixed Basic Rent due during the Expansion Space Abatement Period shall be \$0.00. Tenant shall remain obligated to pay all Additional Rent accruing during the Expansion Space Abatement Period. If Tenant is in default beyond any applicable cure periods of its obligations hereunder during the Expansion Space Abatement Period, then Fixed Basic Rent shall accrue at a rate in accordance with the schedule above.

6. Tenant Improvement Work.

6.1 Scope and Performance of Tenant Improvement Work. Tenant desires to perform, or cause the performance of, certain leasehold improvement work in the Expansion Space as described on the Final Construction Drawings (below defined) (collectively, as such work shall be identified in the Final Construction Drawings, the “Tenant Improvement Work”). The Tenant Improvement Work shall be the responsibility of and performed by Tenant using a general contractor approved by Landlord in writing, not to be unreasonably withheld (the “General Contractor”). For purposes of this Section 6.1, the term “Cost of Tenant Improvement Work” shall mean and include any and all hard and soft costs and expenses associated with the design, engineering, permitting, construction management, and construction of the Tenant Improvement Work, and including without limitation all labor (including overtime) and materials, and the cost of any and all third-party professionals, any signage and data/telco/wiring costs. Notwithstanding the foregoing, the TI Allowance (as defined below) may not be allocated by Tenant to the purchase of furniture, fixtures, or equipment. During the completion of any Tenant Improvement Work, Tenant shall be solely responsible for determining what measures, if any, should be taken in order to protect any of Tenant’s personnel and Tenant’s computers, equipment, furnishings, trade fixtures and other items of personal property for potential damage that may be caused by the performance of the Tenant Improvement Work. Tenant, for the safety of its employees, agents, and invitees, shall be responsible for ensuring that no Tenant party enters any area in which Tenant Improvement Work are being completed. Tenant, at its sole costs, is solely responsible for obtaining any and all necessary documents, permits, or other governmental approvals authorizing the completion of the Tenant Improvement Work. The completion of the Tenant Improvement Work shall be supervised by and be completed at Tenant’s sole direction and Landlord shall have no liability for the completion of the Tenant Improvement Work, the Final Construction Drawings, or otherwise. Landlord’s only obligation with respect to the completion of the Tenant Improvement Work is for the disbursement of the TI Allowance in accordance with the terms and conditions set forth in this Section 6.

6.2 Tenant Improvement Allowance. Subject to the conditions herein, Landlord agrees to provide to Tenant a one-time allowance for the Cost of Tenant Improvement Work in the total amount not to exceed Six Million Six Hundred Thousand Four Hundred Eighty and 00/100 Dollars (\$6,600,480.00) (equal to \$60.00 per rentable square foot of the Expansion Space) (the “TI Allowance”). In no event shall Landlord be obligated to provide any allowance or other contribution related to the completion of the Tenant Improvement Work in excess of the TI Allowance for the completion of the Tenant Improvement Work. The TI Allowance shall be applied to the Cost of Tenant Improvement Work and shall be payable in accordance with Section 6.6 hereof.

6.3 Additional Allowance. In addition to the TI Allowance and subject to the conditions herein, Landlord agrees to provide to Tenant a one-time allowance with respect to the Expansion Space only in the amount of Two Hundred Thousand and 00/100 Dollars (\$200,000.00) for the completion of improvements to the restrooms and an additional one-time allowance of Nine Thousand and 00/100 (\$9,000.00) to reimburse Tenant for costs incurred to complete the test-fit plans for the Expansion Space (collectively, the “One-Time Allowance”). In no event shall Landlord be obligated to provide any other

allowance or any other contribution for Tenant's completion of bathroom renovations and test-fit of the Expansion Space. Notwithstanding the allocation of this One-Time Allowance as set forth in this Section 6.3, Tenant may apply all or any portion of the One-Time Allowance to the Cost of Tenant Improvement Work, and Tenant may apply the TI Allowance to the cost of bathroom renovations at Tenant's sole discretion.

6.4 Construction Drawings. After the Effective Date of this First Amendment, Tenant shall, at Tenant's expense (subject to allocation of the TI Allowance), prepare construction drawings depicting the proposed Tenant Improvement Work ("Construction Drawings") for Landlord's prior written approval; which approval shall not be unreasonably withheld or conditioned by Landlord (except to the extent Tenant proposes any structural alterations for which such approvals shall be in Landlord's sole discretion), and shall be granted or withheld (with reasonable rationale) by Landlord within fourteen (14) business days of Tenant's request. Subject to the foregoing, Landlord and Tenant agree that Tenant shall be permitted to install interior staircases (which may be staggered or meandering), one or more kitchens in the Premises, certain Alterations to the Office Unit and the parking facility to construct a private entrance to the 5th floor of the Office Unit with direct access to the top level of the parking facility (and notwithstanding anything to the contrary in this Lease, Landlord shall not unreasonably withhold or condition its approval of structural alterations related thereto, if such structural alterations are reasonably necessary). In the event that Landlord fails to timely approve or disapprove of the Construction Drawings, Tenant shall deliver a second written notice to Landlord for approval. After delivery of the second written notice, Landlord shall grant or withhold approval within ten (10) business days thereafter, failing which the proposed Construction Drawings shall be deemed approved by Landlord. Upon Landlord's approval hereunder (or deemed approval), such proposed Construction Drawings shall be deemed to be the "Final Construction Drawings". Tenant hereby acknowledges that, notwithstanding Landlord's approval of the proposed Tenant Improvement Work, Landlord has made no representation or warranty to Tenant with respect to whether the same is acceptable for any governmental approvals and permits or with respect to the design and engineering of any such work.

6.5 Cost of Tenant Improvement Work. Tenant shall pay for the Cost of the Tenant Improvement Work; provided however that such responsibility of Tenant hereunder shall be subject to Landlord's reimbursement of those costs, not to exceed the TI Allowance, to be paid in accordance with Section 6.6 hereof.

6.6 Payment of TI Allowance and Excess.

(i) Landlord shall disburse the TI Allowance and the One-Time Allowance directly to Tenant as a one-time lump sum payment to reimburse Tenant for the costs actually incurred in the completion of the Tenant Improvement Work in the Expansion Space; provided, however that: (A) Tenant shall provide to Landlord all invoices received by Tenant and acknowledge Tenant's approval and payment of the invoice by signature on each invoice, (B) the payment of the TI Allowance and the One-Time Allowance up to the amount identified in Tenant's documentation shall be payable by Landlord within thirty (30) days' after written notice from Tenant, which notice shall include the following documentation: (i) evidence that the work set forth in the Final Construction Drawings has been completed in accordance with such drawings and all applicable laws, ordinances, regulations and codes and Tenant's architect shall issue a Certificate of Completion in favor of Landlord or Tenant, which shall be in the standard American Institute of Architects form, (ii) all final lien waivers have been executed by the General Contractor, the subcontractors, and all materialman evidencing final payment has been made by Tenant and each such party has waived any and all rights under the Pennsylvania Mechanics' Lien Law or other law as applicable to construction or supply of materials for the improvements made to real property, (iii) a complete list of all contractors, subcontractors, vendors and/or suppliers providing materials and/or labor for such portion of the Tenant Improvement Work, (iv) as-built plans of the Tenant Improvement Work, and (v) Landlord has determined that no substandard work exists which adversely affects the mechanical, electrical, plumbing, heating,

ventilating and air conditioning, life-safety or other systems of the Building, the curtain wall of the Building, the structure or exterior appearance of the Building, except as expressly authorized by Landlord, or any other tenant's use of such other tenant's leased premises in the Building; and (C) the maximum amount paid by Landlord shall not exceed the sum of the TI Allowance specified in Section 6.2, plus the One-Time Allowance set forth in Section 6.3 (the "Requisition Request"). Landlord shall not reimburse Tenant for any late payment fees, interest, or other charges that may have been incurred by Tenant. Landlord, upon receipt of the Requisition Request and prior to making payment, shall have the right to inspect the Tenant Improvement Work and the materials supplied to ensure that such work has been completed substantially in accordance with the Final Construction Drawings. Landlord and Tenant acknowledge that all risk of the costs and expenses of the Tenant Improvement Work exceeding the TI Allowance shall be Tenant's sole responsibility, subject to Landlord's application of the TI Allowance pursuant to this Section 6. Notwithstanding the foregoing, in addition to other remedies Tenant may have at law or in equity, in the event Landlord fails to timely reimburse Tenant in accordance with this Section 6.6 after Tenant's compliance with the requirements herein, then Tenant may, at Tenant's sole discretion, offset such amount paid by Tenant against Rent next owing by Tenant.

(ii) Notwithstanding the foregoing in Section 6.6(i), Tenant shall have the right to use a portion of the TI Allowance for architectural and design fees and to request reimbursement of such fees separate from the Requisition Request, but in no event in the aggregate greater than Two-Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00). If Tenant elects to exercise that right, then Tenant shall provide to Landlord (together with such request) all invoices related to such fees and acknowledge Tenant's approval and payment of the invoice by signature on each invoice. The payment of such reimbursement shall be payable by Landlord within thirty (30) days' after receipt of Tenant's request.

(iii) Tenant shall indemnify, defend, and hold Landlord harmless from any damages, injuries, claims, causes of action, and any other items arising out of Tenant's completion of the Tenant Improvement Work, including, but not limited to, mechanics' liens, and ensuring that the Tenant Improvement Work complies with all applicable laws (including the Americans' With Disabilities Act), regulations, and ordinances.

6.7 Governmental Compliance. The Tenant Improvement Work shall comply in all respects with the following: (i) the applicable code and other state, federal, city or quasi-governmental laws, codes, ordinances and regulations, as each may apply according to the rulings of the controlling public official, agent or other person; (ii) applicable standards of the American Insurance Association (formerly, the National Board of Fire Underwriters) and the National Electrical Code; and (iii) building material manufacturer's specifications. Tenant hereby agrees that neither Landlord nor Landlord's consultants shall be responsible for obtaining any building permits or certificate of occupancy for the Expansion Space and obtaining the same shall be at Tenant's responsibility; provided, however, that Landlord shall reasonably cooperate with Tenant in executing any permit applications and performing other ministerial acts reasonably necessary to enable Tenant to apply for any such permit or certificate of occupancy.

6.8 Insurance. Tenant shall carry "Builder's All Risk" insurance in an amount approved by Landlord covering the construction of the Tenant Improvement Work, and such other insurance as Landlord may require, it being understood and agreed that the Tenant Improvement Work shall be insured by Tenant pursuant to the Lease immediately upon completion thereof. Such insurance shall be in amounts and shall include such extended coverage endorsements as may be reasonably required by Landlord including, but not limited to, the requirement that all of Tenant's agents shall carry excess liability and Products and Completed Operation Coverage insurance, each in amounts not less than \$500,000 per incident, \$2,000,000 in aggregate, and in form and with companies as are required to be carried by Tenant as set forth in this Lease.

6.9 Requisition Date. In the event that the Tenant does not utilize the entire TI Allowance by August 1, 2027 (the "Outside Requisition Date"), time being of the essence, then any

remaining balance shall revert to Landlord and Tenant shall have no further rights with respect thereto. In no event shall the TI Allowance be used for: (a) the purchase of any furniture, personal property, or other non-building system equipment, (b) costs resulting from any default by Tenant of its obligations under this Lease, or (c) costs that are recoverable or reasonably recoverable by Tenant from a third party (e.g., insurers, warrantors, or tortfeasors). Tenant shall be responsible, at its sole cost, for the installation of all furniture, fixtures, and equipment to be installed in the Expansion Space.

7. Condition of Premises.

7.1 Except for the Landlord's Work (defined below), Tenant agrees that it hereby accepts the Expansion Space in its "AS IS," "WHERE IS," and "WITH ALL FAULTS" condition as of the Effective Date of this First Amendment, without recourse to Landlord, except for those responsibilities as detailed in the Lease that apply to Landlord's maintenance obligations. The Expansion Space shall be delivered to Tenant in a broom-swept and clean condition, free of furniture, fixtures, and equipment. Except as expressly provided in this First Amendment, Landlord shall have no obligation to furnish, equip, or improve the Expansion Space or the Office Unit, except that Landlord shall clean the Expansion Space in accordance with the janitorial specifications set forth in Exhibit D of the Lease.

7.2 Prior to the Expansion Space Commencement Date, Landlord, at Landlord's sole cost and expense, shall cause the freight elevator access doors on each floor of the Office Unit that the Premises is located to be modified for use and operation of dual entry doors (allowing for entry and use from both sides of the elevator on each floor) (collectively, the "Landlord's Work"). Notwithstanding the foregoing, Landlord's Work shall not include any alterations to the existing freight elevator doors on the 2nd floor of the Office Unit which shall remain in their current as-is condition.

8. Tenant's Percentage. Effective as of the Expansion Space Commencement Date, Tenant's Percentage shall be 58.83%.

9. Base Year. With respect to the Expansion Space, the term "Base Year" shall mean the calendar year 2025.

10. Parking Spaces.

10.1 Subject to the terms and conditions set forth in Paragraph 24 of the Lease, commencing as of the Expansion Space Commencement Date, Tenant shall be permitted to utilize an additional three hundred (300) unreserved parking spaces in the parking facilities serving the Office Unit. Accordingly, as of the Expansion Space Commencement Date, the term "Parking Spaces", as such term is defined in the Lease, shall be amended to mean a total of three hundred sixty-five (365) unreserved parking spaces, which total includes the sixty-five (65) spaces associated with the Existing Premises.

10.2 Upon delivery of one or more request(s) in writing to Landlord during the term, Landlord shall install a specified number of additional dual electric charging stations in the parking garage (not to exceed five (5) additional charging stations in total), with all costs associated therewith to be shared equally between Landlord and Tenant for each installation. The additional electric charging stations shall be installed on or before June 1, 2027. Landlord and Tenant shall mutually agree upon the installation and location of such additional electric charging stations, subject to electrical service location availability.

10.3 For any additional rentable square footage leased by Tenant beyond the Existing Premises and the Expansion Space, all rights to future parking spaces shall be granted on a pro-rata basis based upon the remaining spaces within the parking facility serving the Office Unit not then subject to a lease.

10.4 Commencing as of the Expansion Space Commencement Date, Landlord shall designate five Parking Spaces situated on the top floor of the parking facility (in a location reasonably selected by Tenant near the location that Tenant's private entrance to the Office Unit will be constructed) for the sole use of Tenant (the "Reserved Spaces").

10.5 Valet And Attendant Service. Commencing as of the Early Access Period and continuing for the remainder of the Term of the Lease, either Landlord or Tenant may request to have implemented valet service for the parking of Tenant's employee's or visitor's vehicles or utilize parking attendants to facilitate the parking rights granted to Tenant hereunder. Upon request, Landlord will engage a third-party parking service company to provide either valet parking or parking garage attendants, as needed. All costs actually incurred by Landlord in providing valet or parking attendant services, without mark-up by Landlord, shall be paid by Tenant as Additional Rent, invoiced on a monthly basis. Landlord will provide prior notice to Tenant and a good faith estimate of the costs to provide valet or attendant service as required.

11. Bicycle Parking. Commencing as of the Expansion Space Commencement Date, Tenant shall have the exclusive use of the existing bike storage facility located in the Office Unit parking garage, including the use of the existing electric outlets for the charging of electric bicycles. Landlord shall provide the existing bike storage facility in its "as is, where is" condition as of the Expansion Space Commencement Date. Tenant shall be responsible for the maintenance of the bike storage facility in the manner that it is obligated to maintain the Premises under Paragraph 11.2 of the Lease. For the avoidance of doubt, Tenant shall have no obligation to pay Rent for such bike storage facility.

12. Fitness Center. Landlord shall deliver the existing fitness center to Tenant on or before August 1, 2024, in a broom-clean condition. Tenant agrees that Landlord is no longer obligated to provide or maintain a fitness center within the Office Unit, and all references to a "Fitness Center" within the Lease are hereby deleted and of no further force or effect. Notwithstanding anything to the contrary in this First Amendment, Tenant shall have no obligation to pay Rent for the fitness center prior to Expansion Space Commencement Date (and thereafter, as abated during the Expansion Space Abatement Period).

13. Intentionally deleted.

14. Right of First Refusal. The Right of First Refusal, as set forth in Paragraph 25 of the Lease, is hereby deleted in full. During the Term, Tenant shall have rights of first refusal (the "ROFR Option") to lease: (a) the entire third (3rd) floor consisting of approximately 38,258 rentable square feet (to the extent that Tenant previously elected to terminate the Lease with respect to such space as is permitted by Paragraph 29 of the Lease or Paragraph 16.1 of this First Amendment), (b) the entire seventh (7th) floor consisting of approximately 26,573 rentable square feet, (c) the entire eighth (8th) floor consisting of approximately 26,245 rentable square feet, and (d) the entire ninth (9th) floor consisting of approximately 26,245 rentable square feet, each as depicted on Exhibit "B", attached hereto and incorporated herein by reference (the "ROFR Premises"), all upon the terms and conditions set forth in this Section 14. The ROFR Option set forth herein shall be a one-time right for any portion of the ROFR Premises or, as applicable, the entire ROFR Premises, as identified in an Offer (as defined below). For the avoidance of doubt, to the extent the Offer does not include the entire ROFR Premises, Tenant's ROFR Option shall continue for any other portions of the ROFR Premises not identified in the Offer.

14.1 Upon Landlord's receipt of a bona fide offer to lease any portion of the ROFR Premises to an unrelated third party which Landlord desires to accept (the "Offer"), Landlord shall notify Tenant in writing ("ROFR Notice"), which ROFR Notice shall be accompanied by the material terms of the Offer (which Tenant shall keep confidential), which shall include, without limitation: (i) the commencement date (the "ROFR Premises Commencement Date"), (ii) the base rent (and increases

in or adjustments of base rent), (iii) any provisions relating to additional rent, (iv) construction allowances or other concessions, if any; and (v) lease term.

14.2 The ROFR Option is subject to the following: (i) the option must be exercised, if at all, by written notice from Tenant to Landlord, given not later than ten (10) business days following the date of Tenant's receipt of the ROFR Notice, time being of the essence; (ii) at the time of exercising the ROFR Option, this Lease shall be in full force and effect and there shall then exist no uncured Event of Default of Tenant; and (iii) Tenant shall be in occupancy of the entire Premises (excepting the third floor space in the event Tenant exercised the 3rd Floor Early Termination Option for such space).

14.3 All terms and conditions contained in this Lease shall continue to apply in respect of the ROFR Premises so taken, effective as of the ROFR Premises Commencement Date, subject to the following:

14.3.1 ROFR Exercised In First 2 Years. In the event that Tenant elects to exercise its ROFR Option for any portion of the ROFR Premises within two (2) years after the Effective Date of this First Amendment, then Tenant shall accept the ROFR Premises in its "as is condition", and the portion so taken shall be leased to Tenant on the same terms as set forth in this First Amendment with respect to the Expansion Space, including, without limitation, (A) the Fixed Basic Rent per rentable square foot; (B) rent abatement, except that the rent abatement period shall be proportionally adjusted to the portion of the Term then remaining; (C) the Expiration Date of the Term, (D) a pro-rata increase in the number of parking spaces calculated by dividing the then-remaining available spaces in the parking garage serving the Office Unit by the total rentable square footage of the Office Unit not then subject to a lease agreement, with such quotient then multiplied by the square footage of the ROFR Premises then taken, and (E) the tenant improvement allowance (i.e., \$60 per rentable square foot of the ROFR Premises, except that such tenant improvement allowance shall be proportionally adjusted to the portion of the Term then remaining), and (F) the term "Tenant's Percentage" shall be adjusted based upon the square footage of the ROFR Premises. Tenant shall commence payment of Rent, and the Term with respect to the ROFR Premises shall commence on the date that is not later than the date which is ninety (90) days after the date the ROFR Premises is delivered to Tenant.

14.3.2 ROFR Exercised After First 2 Years. In the event that Tenant elects to exercise its ROFR on or after the second (2nd) anniversary of the Effective Date of this First Amendment, then Tenant shall in all events be subject to (and expressly including) all of the terms and provisions set forth in the ROFR Notice, including, but not limited to, the rental rate, term, and commencement date set forth in the Offer. The ROFR Premises so taken shall become part of the Premises and included as such for all purposes of the Lease provided, however, that the term of the Lease with respect to ROFR Premises shall be based upon the term, rental rates, and other material terms as set forth in the Offer.

14.4 If Tenant timely exercises Tenant's ROFR Option upon the terms set forth herein, Landlord and Tenant shall promptly thereafter execute an amendment to this Lease for such ROFR Premises upon the terms and conditions as set forth in Paragraph 14.3.1 or Paragraph 14.3.2, as applicable.

14.5 If Tenant fails to timely exercise its ROFR Option, Tenant will be conclusively deemed to have elected not to exercise its ROFR Option; in which event, the ROFR Option shall no longer apply and is thereafter deemed null and void with respect to the ROFR Space identified in the ROFR Notice and Landlord shall be free to lease the ROFR Space identified in the ROFR Notice.

14.6 The ROFR Option shall automatically terminate and become null and void upon the assignment by Tenant of this Lease, in whole or in part, or the sublease by Tenant of all or any part of the Premises (except for a Permitted Transfer pursuant to Paragraph 13.4 of the Lease).

15. Additional Expansion Rights. In addition to the ROFR Option, during the first nine (9) months after the Effective Date, time being of the essence, Tenant shall have the additional right, subject to Landlord leasing the same to a third party (after waiver of Tenant's ROFR Option), to lease from Landlord the entire seventh (7th) floor of the Office Unit consisting of approximately 26,573 rentable square feet and the entire eighth (8th) floor of the Office Unit consisting of approximately 26,245 rentable square feet (the "Additional Expansion Premises"), on the same terms and conditions as Tenant leases the Expansion Space, including, without limitation, (A) the Fixed Basic Rent per rentable square foot; (B) rent abatement, except that the rent abatement period shall be proportionally adjusted to the portion of the Term then remaining; (C) the Expiration Date of the Term, (D) a pro-rata increase in the number of parking spaces calculated by dividing the then-remaining available spaces in the parking garage serving the Office Unit by the total rentable square footage of the Office Unit not then subject to a lease agreement, with such quotient then multiplied by the square footage of the Additional Expansion Premises then taken, (E) the tenant improvement allowance (i.e., \$60 per rentable square foot, except that such tenant improvement allowance shall be proportionally adjusted to the portion of the Term then remaining) and (F) the term "Tenant's Percentage" shall be adjusted based upon the square footage of the Additional Expansion Premises. Upon Tenant's exercise of this expansion right, Landlord and Tenant shall enter into an amendment to the Lease which shall include that the Term with respect to the Additional Expansion Premises shall commence on the date that is not later than the date which is ninety (90) days after the date the Additional Expansion Premises is delivered to Tenant.

16. 3rd Floor Early Termination Option. Paragraph 32 of the Lease Agreement is hereby deleted in full. Subject to the terms and conditions of this Paragraph 16, Tenant may elect to terminate the Lease with respect to the entire Existing Premises in accordance with the following:

16.1 Termination of 3rd Floor Premises. So long as no material monetary Default of Tenant has occurred (beyond applicable notice and cure periods) and is continuing at the time Tenant gives Landlord notice exercising the 3rd Floor Early Termination Option (defined below) or on the 3rd Floor Early Termination Date (unless Landlord in its sole discretion at any time shall elect to waive such condition), Tenant shall have a one-time option (the "3rd Floor Early Termination Option") to terminate this Lease with respect to all or one-half of the Existing Premises, with such termination to be effective as of June 1, 2026 (as applicable, the "3rd Floor Early Termination Date"), by delivery of written notice of Tenant's election to exercise the Early Termination Option (the "3rd Floor Early Termination Notice") to Landlord not later than June 1, 2025, time being of the essence with respect to the giving of such notice. In the event Tenant elects to terminate the Lease with respect to one-half (1/2) of the Existing Premises, Tenant shall prior to the 3rd Floor Early Termination Date, at its sole cost and expense, demise (in a location reasonably agreed to by Landlord and Tenant) the portion of the Existing Premises remaining from the portion of the Existing Premises Tenant has elected to terminate, with all walls painted and finished to match existing finishes of the Common Areas of the Office Unit on the 3rd Floor, construct and install a code compliant multi-tenant corridor using Building standard materials such that the remaining space can be relet by a 3rd party. All work as set forth in the preceding paragraph shall be subject to the terms and conditions set forth in Paragraph 10 of the Lease. If Tenant does not timely deliver the 3rd Floor Early Termination Notice prior to June 1, 2025, then the 3rd Floor Early Termination Option shall expire, and Tenant shall have no further right to terminate the Lease with respect to the Existing Premises (except as is otherwise provided in Paragraph 29 of the Lease, as amended by Paragraph 21 of this First Amendment). On the 3rd Floor Early Termination Date, Tenant's use of the sixty-five Parking Spaces associated with the Existing Premises shall terminate, and Tenant's access and exclusive use of the Terrace (on the second (2nd) floor of the Office Unit) shall terminate. For the avoidance of doubt, if Tenant elects to exercise the 3rd Floor Early Termination Option, Tenant shall have no further rights to terminate the Lease under Paragraph 29 of the Lease.

16.1.1 Termination Fee. Tenant shall pay to Landlord concurrent with the delivery of the 3rd Floor Early Termination Notice, a termination fee equal to twelve (12) months of Fixed Basic Rent at the then-applicable rental rate per square foot multiplied by the rentable square

feet of the Existing Premises subject to the 3rd Floor Early Termination Option (the “3rd Floor Termination Fee”). Notwithstanding the foregoing, in the event that Tenant and Landlord have executed a lease amendment for the lease of the entire seventh (7th) floor and entire eighth (8th) floor of the Office Unit prior to Tenant exercising its 3rd Floor Early Termination Option, Tenant shall not be obligated to pay the 3rd Floor Termination Fee.

16.1.2 Time shall be of the essence with regard to Tenant’s responsibilities under this 3rd Floor Early Termination Option. In the event that Tenant fails to timely deliver the 3rd Floor Early Termination Notice, such failure shall be deemed a waiver by Tenant of its right to terminate the Lease with respect to the Existing Premises under this Section 16.

16.1.3 If Tenant timely and properly exercises the 3rd Floor Early Termination Option, Tenant shall vacate the Existing Premises, or one-half of the rentable square footage of the Existing Premises, as elected by Tenant, and deliver possession thereof to Landlord in its “as is” fully furnished condition, which shall include all furniture, fixtures, and equipment consistent with the operations of Tenant within the Existing Premises, on or before the 3rd Floor Early Termination Date and neither Landlord nor Tenant shall have further obligations under the Lease with respect to the Existing Premises, or portion thereof terminated by Tenant, except for those accruing prior to the 3rd Floor Early Termination Date and those which, pursuant to the terms of the Lease, survive the expiration or early termination of the Lease with respect to the Existing Premises. To the extent that Tenant does not timely vacate the Existing Premises, Tenant will be deemed to be a holdover Tenant and subject to Paragraph 14 of the Lease. Any purported attempt to terminate the Lease with respect to the Existing Premises, or any portion thereof, that is not in conformity with the terms and conditions as set forth in this Paragraph 16 shall be deemed to be null, void and of no effect. To the extent requested by Landlord, Tenant shall execute a commercially reasonable bill of sale, or similar agreement, conveying all of Tenant’s interests in and to Tenant’s furniture and fixtures located in the Existing Premises, or portion thereof, which is terminated by Tenant.

17. Outdoor Space. Commencing as of the Expansion Space Commencement Date, Tenant shall have the exclusive right to use the sixth (6th) floor outdoor terrace (the “6th Floor Outdoor Space”) at no additional charge. The use of the 6th Floor Outdoor Space shall be at all times subject to the terms and conditions of the Declaration, applicable law, and pursuant to any reasonable rules and regulations that may be imposed on the exterior terraces, patios, and porches situated in the Office Unit. For the avoidance of doubt, such rights are in addition to Tenant’s rights to use the Terrace under Paragraph 26 of the Lease, and Tenant shall have no obligation to pay Rent for the 6th Floor Outdoor Space. Notwithstanding anything to the contrary in the Lease or this First Amendment, Tenant shall have the right to expand the 6th Floor Outdoor Space at Tenant’s option and expense in accordance with the terms and conditions set forth in Paragraph 10 of the Lease.

18. Office Unit Lobby. Notwithstanding anything to the contrary in the Lease, Tenant shall have the right, at Tenant’s option and expense, to incorporate Tenant’s brand design elements into the Office Unit first floor lobby, as reasonably approved by Landlord, and the right to use a portion of the space for reception/check-in of visitors to the Premises. Such design elements may include, without limitation, signage, furniture, technology, and other alterations. All such proposed modifications shall be deemed to be an Alteration, subject to the terms and conditions of Paragraph 10 of the Lease. Notwithstanding the foregoing, any proposed Alterations within the lobby area shall conform to comparable Class-A multi-tenant buildings.

19. Signage. The final sentence of Paragraph 27 of the Lease is amended and restated in its entirety as follows:

“Notwithstanding the foregoing, subject to applicable laws, related governmental approvals, and Landlord’s reasonable approval, Tenant shall have the sole right to install exterior highwall building signage on the Building; provided that, (i) all costs and expenses associated with the signage, including,

without limitation, permitting, design, fabrication, installation, maintenance and removal shall be Tenant's sole responsibility, and (ii) Tenant shall obtain all necessary permits and approvals under federal, state or local laws and regulations and maintain all such approvals during the period in which the signage remains on the Building"

20. Options to Extend. The Option Periods, as set forth in Paragraph 30 of the Lease, shall be applicable to the Expansion Space and any other space leased by the Tenant pursuant to this First Amendment within the Term.

21. Early Termination Option. The Early Termination Option, as set forth in Paragraph 29 of the Lease, remains in full force and effect except as modified by this Section 21. For the avoidance of doubt, such Termination Option is a one-time option to terminate the Lease with respect to the entire Premises (including the Existing Premises, the Expansion Space, any ROFR Premises, and the Additional Expansion Space, as applicable, to the extent the same is leased during the Term). Paragraph 29 is amended such that (a) the term "Early Termination Date" shall mean April 30, 2033, (b) the Early Termination Notice must be delivered to Landlord not later than April 30, 2032 (in the event that Tenant elects to exercise the Early Termination Option, and (c) the term "Termination Fee" shall mean two years of Fixed Basic Rent from the Early Termination Date (at the rental rates set forth in the Fixed Basic Rent schedule).

22. Future Development. Tenant shall have an opportunity to reasonably review and comment on Landlord's plans to develop property owned by Landlord (or its affiliate) that is adjacent to or in close proximity to the Office Unit. Landlord shall provide Tenant with a reasonable opportunity to review conceptual, design, and construction plans throughout the marketing, sale, and development of any such property.

23. Outdoor License Option. Commencing as of the Expansion Space Commencement Date and during the remainder of the Term, Tenant shall have the option (the "License Option") to exercise a right to the exclusive use of the top floor of the parking garage servicing the Office Unit, identified as floor 6.5, in the area depicted on Exhibit "C", attached hereto and incorporated herein by reference (the "Exclusive License Area"). Tenant shall deliver written notice to Landlord not less than (30) days prior to the effective date of the License Option, which Exclusive License Area shall be delivered to Tenant in its "AS IS, WHERE IS" condition and Landlord shall not be responsible to make any structural or other alterations, additions, improvements, or other changes. Effective as of the date upon which Tenant commences the use of the Exclusive License Area, (i) Tenant shall pay to Landlord the sum of Two Thousand Seven Hundred Thirty and 00/100 Dollars (\$2,730.00) per month (the "Exclusive License Fee"), which shall be increased two percent (2%) per calendar year, and paid in advance on the first day of each calendar month during the Term, without demand, and (ii) the number of Parking Spaces that Tenant shall be entitled to utilize under the Lease shall be automatically reduced by a total of thirty (30) spaces. Tenant, at its sole cost and expense, shall be responsible for the installation of any card reader equipment, gate, or other improvements to the Exclusive License Area, which shall be subject to Landlord's prior approval in accordance with the terms and conditions set forth in Paragraph 10 of the Lease. Notwithstanding the foregoing, any proposed improvements or the use of the Exclusive License Area may not block or otherwise impede access to the entrance or exit to (1) the elevators servicing the parking garage, or (2) the emergency fire exit stairwells within the parking garage. During the period in which Tenant has the use of the Exclusive License Area, Tenant shall keep the Exclusive License Area in a clean and orderly condition and shall return possession of the Exclusive License Area to Landlord at the end of the Term in broom clean condition, subject to Landlord's maintenance obligations under this Section 23. Tenant shall conduct all of its activities in the Exclusive License Area in such a manner and at such times as to not interfere, disturb, or adversely impact the use of the Office Unit by Landlord or any other tenant, guests, or invitees. Tenant, at its sole cost and expense, shall keep the Exclusive License Area free from trash and debris. Except as otherwise set forth in this Section, Landlord shall be responsible for the maintenance and repair of the Exclusive License Area, at Tenant's sole cost and expense and payable by Tenant as Additional Rent hereunder. In

addition to Tenant's reimbursement of Landlord's maintenance and repair costs associated with the Exclusive License Area, Tenant shall be solely responsible for all costs and expenses associated with the use of the Exclusive License Area, including all improvements, operating costs, compliance with all laws, ordinances, and regulations, and provide insurance for the Exclusive License Area in accordance with the Lease. In no event shall Tenant's usage cause Landlord's insurance or other operational costs to increase.

During the period in which Tenant utilizes the Exclusive License Area, Tenant shall have the right, at its sole cost, to designate by signage approved by Landlord, not to be unreasonably withheld, conditioned, or delayed, within the 6th floor of the parking garage that the remainder of the 6th floor of the parking garage shall be for Tenant's exclusive use.

24. Broker Disclosure. With the exception of CBRE, Inc., the broker representing the Landlord, and Rise Agency Group, LLC, the broker representing the Tenant (collectively, the "Brokers"), Landlord and Tenant warrant and represent, each to the other, that each has had no dealings with any other broker or agent in connection with this First Amendment, and Landlord and Tenant hereby indemnify each other against, and agree to hold each other harmless from, any liability or claim, and all expenses, including attorneys' fees, incurred in defending any such claim or in enforcing this indemnity, for a real estate brokerage commission or similar fee or compensation arising out of or in any way connected with any claimed dealings with the indemnitor and relating to this First Amendment or the negotiation thereof. Landlord acknowledges that it shall pay the Brokers any fee or commission owed to hereunder pursuant to a separate agreement.

25. CONFESSION OF JUDGMENT. AFTER CONSULTATION WITH COUNSEL, TENANT ACKNOWLEDGES THAT (I) PARAGRAPH 16.2(vii) OF THE LEASE PROVIDES FOR CONFESSION OF JUDGMENT FOR RECOVERY OF POSSESSION OF THE PREMISES AGAINST TENANT, AND (II) TENANT SHALL BE BOUND BY SUCH PROVISION WITH RESPECT TO THE EXPANSION SPACE AS IF SUCH CONFESSION OF JUDGMENT PROVISION WERE SET FORTH IN THIS FIRST AMENDMENT.

26. Reaffirmation of Lease. The parties reaffirm all provisions of the Lease except for those provisions specifically modified hereinabove.

27. Transfers, Successors and Assigns. This First Amendment to Lease shall inure to the benefit of and shall be binding upon Landlord, Tenant and their respective transferees, successors and assigns.

28. Pennsylvania Law. This First Amendment shall be construed and interpreted under the laws of the Commonwealth of Pennsylvania. Any disputes arising hereunder shall be brought in the Court of Common Pleas of Allegheny County, Pennsylvania or the District Court for the Western District of Pennsylvania.

29. Authority. Each signatory of this First Amendment represents hereby that he or she has the authority to execute and deliver the same on behalf of the part hereto for which such signatory is acting.

30. Severability. If any provision of this First Amendment shall be deemed partially or wholly unenforceable, such unenforceability shall not affect the remaining provisions hereof, and such effective provisions shall be enforced to the fullest extent permitted by law.

31. No Other Modifications. Except as expressly modified herein, the Lease shall remain in full force and effect and is expressly ratified and confirmed by the parties hereto. This First Amendment (and the Lease as amended by this First Amendment) constitute the entire agreement and understanding of the parties relating to the subject matter hereof, and no representations, promises,

understandings or agreements, express or implied, oral or written, not contained herein, shall be of any force or effect. No modification, alteration, change or waiver of any provision of the Lease shall be valid unless it is in writing and signed by the party against whom it is sought to be enforced. No waiver at any time of any provision of this First Amendment shall be deemed a waiver of any other provision of this First Amendment at any time, or a waiver of that or any other provision at any other time.

32. Counterparts. This First Amendment may be executed in multiple counterparts, each of which is to be deemed original for all purposes, but all of which together shall constitute one and the same instrument. This First Amendment or any counterpart may be executed and delivered by electronic mail in pdf format and such signatures shall be binding upon the party delivering the same as if they were originals.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto execute this First Amendment as of the date first above written.

LANDLORD:

5704 PENN OFFICE, LLC, a Pennsylvania limited liability company

DocuSigned by:

By: _____
E6E4888ED00E4D3
Name: Zachary Gumberg
Title: Authorized Signatory

TENANT:

DUOLINGO, INC., a Delaware corporation

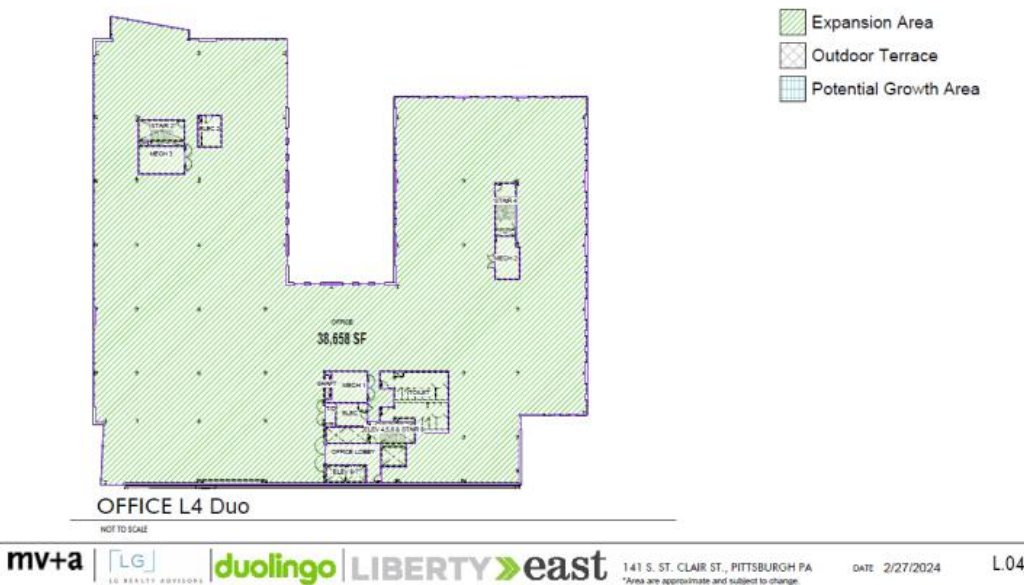
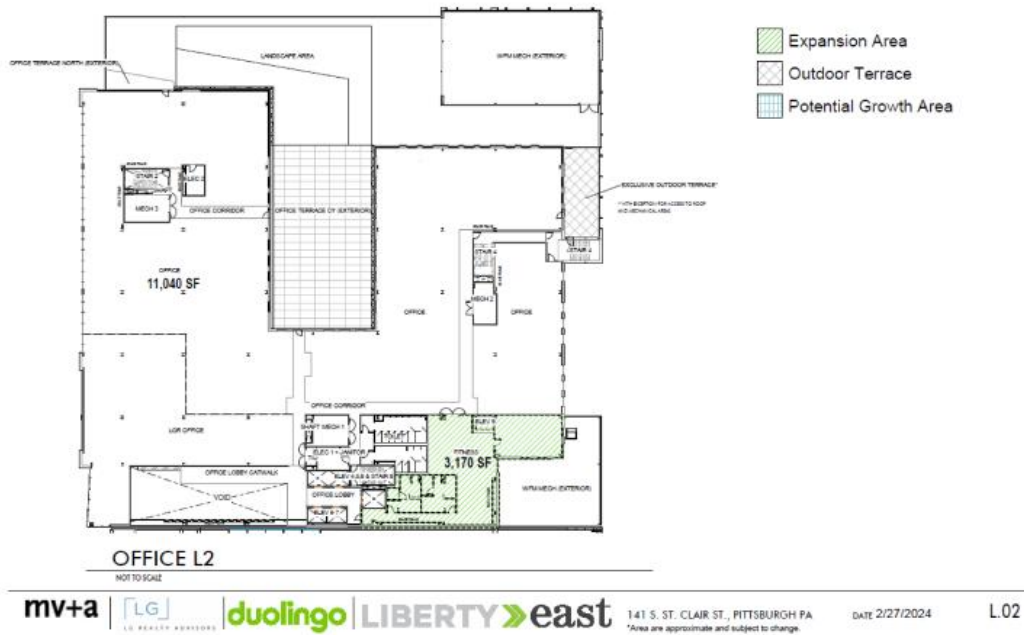
DocuSigned by:

By: _____
D1961AC9C8574A5
Name: Matthew Skaruppa
Title: Chief Financial Officer

DocuSigned by:

By: _____
8C808339E6A54F4
Name: Sean Devlin
Title: VP Head of Global Workplace
& Real Estate

EXHIBIT A
EXPANSION SPACE





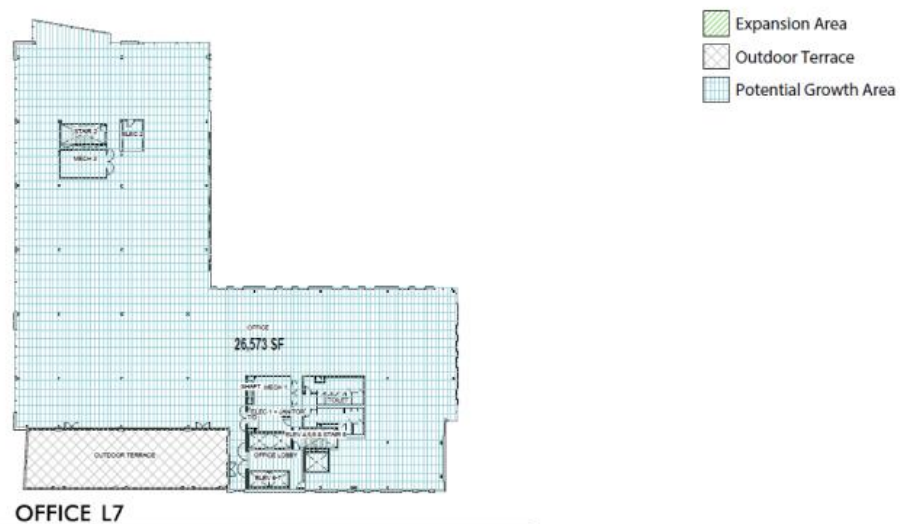
OFFICE L5 Duo



OFFICE L6 Duo

EXHIBIT B

ROFR PREMISES / POTENTIAL GROWTH AREA



OFFICE L7

mv+a

「LG」

人際關係與社會適應

duolingo

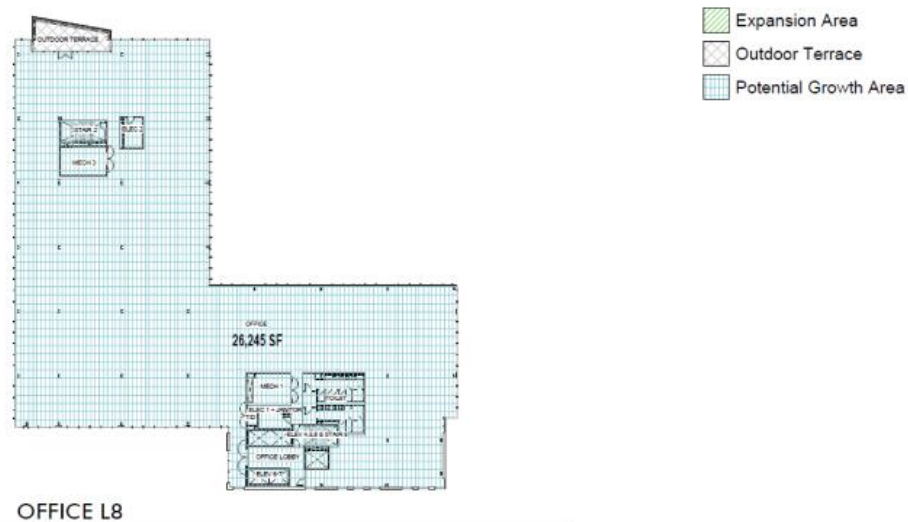
duolingo

LIBERTY east

141 S. ST. CLAIR ST., PITTSBURGH PA
*Area are approximate and subject to change.

DATE 2/27/2024

L.07



OFFICE L8

mv+a

「LG」

1. 某企业生产甲、乙两种产品，其单位产品成本如下表所示：

duolingo

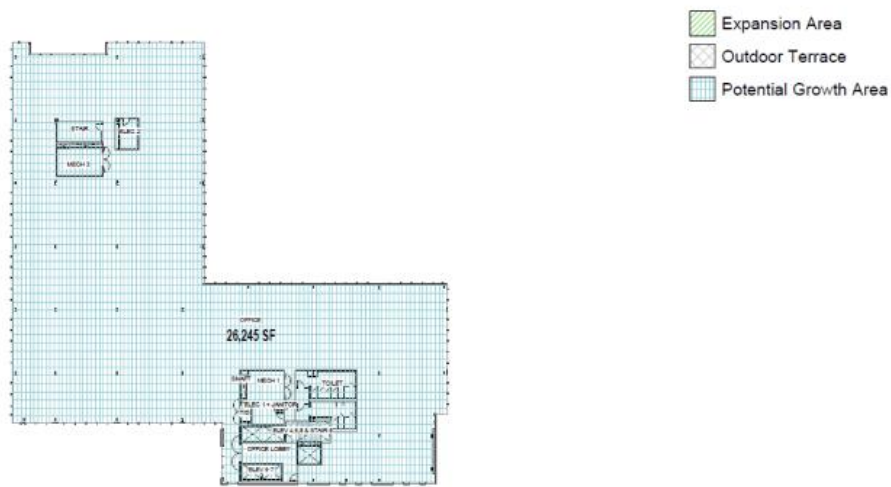
duolingo

LIBERTY east

141 S. ST. CLAIR ST., PITTSBURGH PA.
*Area are approximate and subject to change.

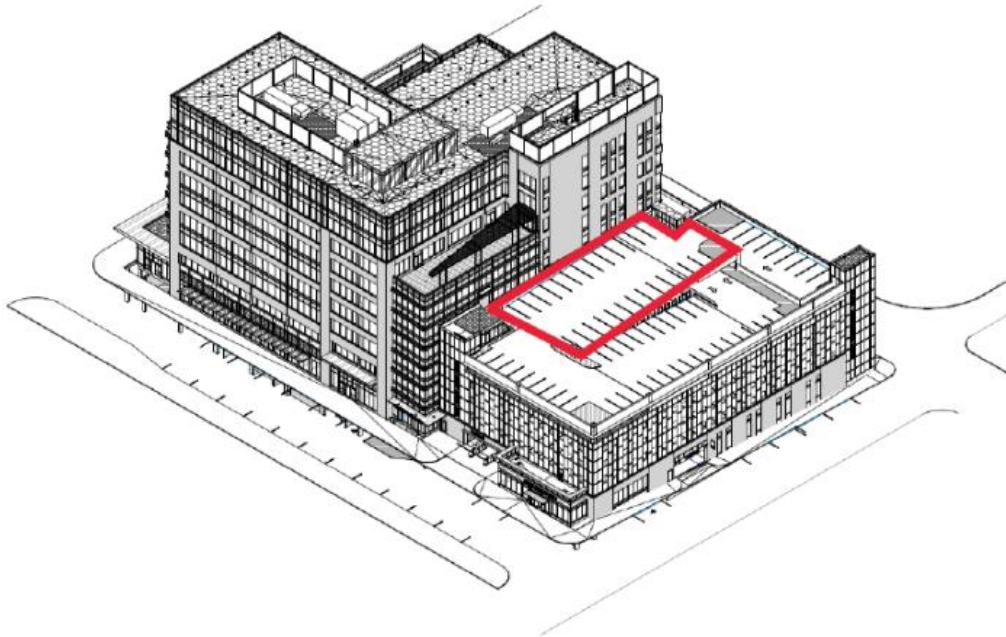
DATE 2/27/2024

L.08



OFFICE L9

EXHIBIT C
EXCLUSIVE LICENSE AREA



SECOND AMENDMENT TO LEASE

This SECOND AMENDMENT TO LEASE (this “Second Amendment”), effective as of the date upon which it is fully executed (the “Effective Date”), is entered into by and between 5704 PENN OFFICE, LLC, a Pennsylvania limited liability company (the “Landlord”), and DUOLINGO, INC., a Delaware corporation (the “Tenant”).

WITNESSETH:

WHEREAS, Landlord and Tenant are parties to that certain Lease, dated November 16, 2021 (as amended, the “Lease”), as amended by that certain First Amendment to Lease, dated February 28, 2024 (the “First Amendment”), whereby Landlord leases to Tenant, and Tenant rents from Landlord, certain premises consisting of approximately 38,258 rentable square feet of space consisting of all the office space on the third (3rd) floor (the “Existing Premises”) of the Office Unit (defined in the Lease) in the building known as Liberty East and located at 141 S. St. Clair Street, Pittsburgh, Pennsylvania (the “Building”);

WHEREAS, under the terms of the Lease, on August 1, 2025, Tenant will increase the square footage of the Existing Premises, commence the payment of Fixed Basic Rent for such increase, and occupy that certain additional office space consisting of (a) the entire fourth (4th) floor of the Office Unit, consisting of approximately 38,658 rentable square feet, (b) the entire fifth (5th) floor of the Office Unit, consisting of approximately 38,790 rentable square feet, (c) the entire sixth (6th) floor of the Office Unit, consisting of approximately 29,390 rentable square feet, and (d) approximately 3,170 rentable square feet of space on the second (2nd) floor of the Office Unit commonly known as the fitness center (collectively, the “Expansion Space”), for a total additional rentable square footage of 110,008.

WHEREAS, Landlord and Tenant desire to amend the Lease pursuant to the terms of this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants of Landlord and Tenant, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree to modify the Lease by this Second Amendment in the following respects, which modifications shall supersede all provisions of the Lease in conflict with such modifications.

TERMS OF MODIFICATION

1. Terms and Definitions. Words whose initial letters are capitalized are defined terms. Any defined term that is not defined in this Second Amendment shall have the same meaning that is ascribed to that term in the Lease.

2. Amendment of Section 4 of the First Amendment. Section 4 of the First Amendment is amended to read in its entirety as follows:

“4. Use Prior to Expansion Space Commencement Date. Commencing upon delivery of a written request to Landlord from Tenant, Landlord shall provide Tenant with non-exclusive access to the Expansion Space and shall permit Tenant to commence the Tenant Improvement Work (defined below in Section 6) in the Expansion Space on and after the date of such notice. Such period of non-exclusive access commencing on the date of such notice and continuing until the Expansion Space Commencement Date shall be the “Early Access Period”. All terms of this Lease shall be applicable to the Early Access Period (including, but not limited to, Tenant furnishing to Landlord evidence that insurance coverages required herein are in effect), except that (a) any such permission shall constitute a non-exclusive license

only, and Landlord shall retain all title to, possession of and control of the Expansion Space during the Early Access Period, and (b) Tenant shall have no obligation to pay Rent or Base Rent during the Early Access Period. Landlord shall not be liable in any way for any injury, loss or damage which may occur to any of Tenant's property or installations in the Expansion Space prior to the Expansion Space Commencement Date. Tenant waives any claims therefore and shall protect, defend, indemnify and save harmless Landlord from all liabilities, costs, damages, fees and expenses arising out of the activities of Tenant or its agents, Tenant's contractor, other contractors, suppliers or workmen in the Expansion Space. Notwithstanding the foregoing, in the event that Tenant completes the Tenant Improvement Work and opens for business in any portion of the Expansion Space prior to the Expansion Space Commencement Date (such portion, the "Occupied Portion"), then Tenant shall pay Rent to Landlord for the entire floor (or floors) of the Office Unit where the Occupied Portion is located, for the time period commencing on the date that Tenant opened for business in the Occupied Portion and ending on July 31, 2025, at a Fixed Based Rent rate equal to \$43.00 per rentable square foot of space per annum (prorated based on the number of days in such period). The Fixed Basic Rent for the Occupied Portion shall be calculated only on a per floor basis, and Additional Rent charged for such period shall be prorated and charged in accordance with all other terms of the Lease (as amended by this First Amendment), including, but not limited to, compliance with all insurance requirements and the payment of the Electrical Charge. In such event, Landlord and Tenant shall also enter into a written amendment to the Lease that amends the Expansion Space Commencement Date (with respect to such entire floor (or floors) only) to be the date that Tenant opened for business in the Occupied Portion. For the avoidance of doubt, in such instance, the Expansion Space Abatement Period (defined below) will remain unchanged, and the Fixed Basic Rent for such floor (or floors) shall be abated from August 1, 2025, through May 31, 2026, in accordance with Section 5.2 hereof, the Expiration Date of April 30, 2036 will remain unchanged, and all other dates as set forth in the First Amendment shall remain as stated therein. During the Early Access Period, Tenant shall also have the nonexclusive right to utilize up to a total of 300 parking spaces as directed by Landlord in the parking facility for the Office Unit in accordance with the same terms that Tenant is permitted to use parking spaces under that certain Parking License Agreement entered into between Landlord and Tenant dated November 16, 2021."

3. Amendment of Section 12 of the First Amendment. Section 12 of the First Amendment is amended to read in its entirety as follows:

"On the Expansion Space Commencement Date, Landlord shall deliver the existing fitness center to Tenant, in a broom-clean condition. Tenant agrees that, on and after the Expansion Space Commencement Date, Landlord shall not be obligated to provide or maintain a fitness center within the Office Unit, and all references to a "Fitness Center" within the Lease are hereby deleted and of no further force or effect. Notwithstanding anything to the contrary in this First Amendment, Tenant shall have no obligation to pay Rent for the fitness center prior to Expansion Space Commencement Date (and thereafter, as abated during the Expansion Space Abatement Period)."

4. Broker Disclosure. With the exception of CBRE, Inc., the broker representing the Landlord, and Rise Agency Group, LLC, the broker representing the Tenant (collectively, the "Brokers"), Landlord and Tenant warrant and represent, each to the other, that each has had no dealings with any other broker or agent in connection with this Second Amendment, and Landlord and Tenant

hereby indemnify each other against, and agree to hold each other harmless from, any liability or claim, and all expenses, including attorneys' fees, incurred in defending any such claim or in enforcing this indemnity, for a real estate brokerage commission or similar fee or compensation arising out of or in any way connected with any claimed dealings with the indemnitor and relating to this Second Amendment or the negotiation thereof. Landlord acknowledges that it shall pay the Brokers any fee or commission owed to hereunder pursuant to a separate agreement.

5. Reaffirmation of Lease. The parties reaffirm all provisions of the Lease except for those provisions specifically modified hereinabove.

6. Transfers, Successors and Assigns. This Second Amendment to Lease shall inure to the benefit of and shall be binding upon Landlord, Tenant and their respective transferees, successors and assigns.

7. Pennsylvania Law. This Second Amendment shall be construed and interpreted under the laws of the Commonwealth of Pennsylvania. Any disputes arising hereunder shall be brought in the Court of Common Pleas of Allegheny County, Pennsylvania, or the District Court for the Western District of Pennsylvania.

8. Authority. Each signatory of this Second Amendment represents hereby that he or she has the authority to execute and deliver the same on behalf of the part hereto for which such signatory is acting.

9. Severability. If any provision of this Second Amendment shall be deemed partially or wholly unenforceable, such unenforceability shall not affect the remaining provisions hereof, and such effective provisions shall be enforced to the fullest extent permitted by law.

10. No Other Modifications. Except as expressly modified herein, the Lease shall remain in full force and effect and is expressly ratified and confirmed by the parties hereto. This Second Amendment (and the Lease as amended by this Second Amendment) constitute the entire agreement and understanding of the parties relating to the subject matter hereof, and no representations, promises, understandings or agreements, express or implied, oral or written, not contained herein, shall be of any force or effect. No modification, alteration, change or waiver of any provision of the Lease shall be valid unless it is in writing and signed by the party against whom it is sought to be enforced. No waiver at any time of any provision of this Second Amendment shall be deemed a waiver of any other provision of this Second Amendment at any time, or a waiver of that or any other provision at any other time.

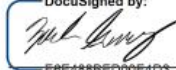
11. Counterparts. This Second Amendment may be executed in multiple counterparts, each of which is to be deemed original for all purposes, but all of which together shall constitute one and the same instrument. This Second Amendment or any counterpart may be executed and delivered by electronic mail in pdf format and such signatures shall be binding upon the party delivering the same as if they were originals.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto execute this Second Amendment as of the date first above written.

LANDLORD:

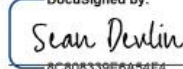
5704 PENN OFFICE, LLC, a Pennsylvania limited liability company

By:  3/14/2024
Name: Zachary Gumberg
Title: Authorized Signatory

TENANT:

DUOLINGO, INC., a Delaware corporation

By:  3/15/2024
Name: Matt Skaruppa
Title: Chief Financial Officer

By:  3/14/2024
Name: Sean Devlin
Title: VP Head of Global Workplace & Real Estate

DUOLINGO, INC.
NON-EMPLOYEE DIRECTOR COMPENSATION PROGRAM

This Duolingo, Inc. (the “**Company**”) Non-Employee Director Compensation Program (this “**Program**”) was adopted under the Company’s 2021 Incentive Award Plan (the “**Plan**”) and effective upon the closing of the Company’s initial public offering of its common stock (the “**IPO**”). The program was reviewed and recommended to the Board for amendment as set forth herein by the Compensation Committee and approved by the Board in November 2023. Capitalized terms not otherwise defined herein shall have the meaning ascribed in the Plan.

Cash Compensation

Effective on January 1, 2024, annual retainers will be paid in the following amounts to Non-Employee Directors:

Board Service

Non-Employee Director:	\$35,000
Non-Executive Chair:	\$25,000

Committee Service

	Chair	Non-Chair
Audit Committee Member	\$20,000	\$10,000
Compensation Committee Member	\$15,000	\$7,500
Nominating and Corporate Governance Committee Member	\$8,000	\$4,000

All annual retainers are additive and will be paid in cash quarterly in arrears promptly following the end of the applicable calendar quarter, but in no event more than 30 days after the end of such quarter. If a Non-Employee Director does not serve as a Non-Employee Director, or in the applicable positions described above, for an entire calendar quarter, the retainer paid to such Non-Employee Director shall be prorated for the portion of such calendar quarter actually served as a Non-Employee Director, or in such position, as applicable.

Equity Compensation

Initial RSU Award:

Each Non-Employee Director who is initially elected or appointed to serve on the Board after the IPO shall be granted under the Plan or any other applicable Company equity incentive plan then-maintained by the Company an award of that number of restricted stock units ("**RSUs**") calculated by dividing (i) \$360,000 by (ii) the closing trading price of a share of Company Class A common stock (the "**Common Stock**") as of the grant date or, if the grant date is not a trading day, the trading day immediately preceding the grant date (the "**Initial RSU Award**").

The Initial RSU Award will be automatically granted on the date on which such Non-Employee Director commences service on the Board, and will vest as to one-third of the shares subject thereto on each anniversary of the applicable grant date such that the shares subject to the Initial RSU Award are fully vested on the third anniversary of the grant date, in each case, subject to the Non-Employee Director continuing to serve on the Board through the applicable vesting date.

Annual RSU Award:

Each Non-Employee Director who (i) has been serving on the Board for at least six months as of each meeting of the Company's stockholders after the IPO (each, an "**Annual Meeting**") and (ii) will continue to serve as a Non-Employee Director immediately following such meeting, shall be granted under the Plan or any other applicable Company equity incentive plan then-maintained by the Company an award of that number of RSUs calculated by dividing (i) \$180,000 by (ii) the closing trading price of a share of Common Stock as of the grant date or, if the grant date is not a trading day, the trading day immediately preceding the grant date (the "**Annual RSU Award**").

The Annual RSU Award will be automatically granted on the date of the applicable Annual Meeting, and will vest in full on the earlier of (i) the first anniversary of the grant date or (ii) immediately before the Annual Meeting following the grant date, subject to the Non-Employee Director continuing to serve on the Board through such vesting date.

Except as otherwise determined by the Board, no portion of an Initial RSU Award or Annual RSU Award which is unvested at the time of a Non-Employee Director's termination of service on the Board shall become vested.

An individual who terminates employment with the Company or any Subsidiary and remains, or on the date of such termination becomes, a Director will not be automatically granted an Initial RSU Award, but to the extent that the Director is otherwise eligible, will be eligible to receive, after termination from employment with the Company or any Subsidiary, Annual RSU Awards as described above.

Change in Control

Upon a Change in Control of the Company, all outstanding equity awards granted under the Plan and any other equity incentive plan maintained by the Company that are held by a Non-Employee Director shall become fully vested and/or exercisable, irrespective of any other provisions of the Non-Employee Director's Award Agreement.

Reimbursements

The Company shall reimburse each Non-Employee Director for all reasonable, documented, out-of-pocket travel and other business expenses incurred by such Non-Employee Director in the performance of his or her duties to the Company in accordance with the Company's applicable expense reimbursement policies and procedures as in effect from time to time.

Miscellaneous

The other provisions of the Plan shall apply to the RSUs granted automatically under this Program, except to the extent such other provisions are inconsistent with this Program. All applicable terms of the Plan apply to this Program as if fully set forth herein, and all grants of RSUs hereby are subject in all respects to the terms of the Plan. The grant of RSUs under this Program shall be made solely by and subject to the terms set forth in an Award Agreement in a form to be approved by the Board and duly executed by an executive officer of the Company.

**CERTIFICATION PURSUANT TO
RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Luis von Ahn, certify that:

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

Date: May 8, 2024

By:

/s/ Luis von Ahn

Luis von Ahn

**President and Chief Executive Officer
(Principal Executive Officer)**

**CERTIFICATION PURSUANT TO
RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Matthew Skaruppa, certify that:

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

Date: May 8, 2024

By:

/s/ Matthew Skaruppa

Matthew Skaruppa

Chief Financial Officer

(Principal Financial Officer and Principal Accounting Officer)

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER AND CHIEF 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 Quarterly Report on Form 10-Q of Duolingo, Inc. (the "Company") for the quarter ended March 31, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Luis von Ahn, President and Chief Executive Officer of the Company, and Matthew Skaruppa, Chief Financial Officer of the Company, each 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 Section 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 8, 2024

/s/ Luis von Ahn

Luis von Ahn

President and Chief Executive Officer
(Principal Executive Officer)

Date: May 8, 2024

/s/ Matthew Skaruppa

Matthew Skaruppa

Chief Financial Officer
(Principal Financial Officer and Principal Accounting Officer)