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DELTA REPORT

10-Q

U - UNITY SOFTWARE INC.

10-Q - MARCH 31, 2024 COMPARED TO 10-Q - SEPTEMBER 30, 2023

The following comparison report has been automatically generated

TOTAL DELTAS	6912
CHANGES	114
DELETIONS	5094
ADDITIONS	1704

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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 September 30, 2023 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: 001-39497

UNITY SOFTWARE INC.

(Exact name of registrant as specified in its charter)

Delaware	**27-0334803**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**

30 3rd Street

San Francisco, California 94103-3104

(Address, including zip code, of principal executive offices)

(415) 539-3162 638-9950

(Registrant's telephone number, including area code)

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

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

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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 x No o

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 x No o

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 Exchange Act). Yes ☐ No x

As of November 1, 2023 May 1, 2024, there were 380,019,022 390,861,717 shares of the registrant's common stock outstanding.

UNITY SOFTWARE INC.

FORM 10-Q

For the Quarter Ended September 30, 2023 March 31, 2024

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NOTE REGARDING FORWARD-LOOKING STATEMENTS AND RISK FACTOR SUMMARY

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

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

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- *We have a history of losses and may not achieve or sustain profitability on a GAAP basis in the future.*
- *We have a limited history operating If we fail to successfully execute our plans to reset our portfolio to focus on our Strategic Portfolio and to right-size our investments, our business at its current scale, including with ironSource, will be harmed.*
- *If we are not able to grow efficiently and as a result, manage our past results costs, we may not be indicative achieve profitability on a GAAP basis.*
- *We may fail to realize the possible synergies between our Create and Grow Solutions, including the benefits of future operating performance. the ironSource Merger, or those synergies may take longer to realize than expected.*
- *If we are unable to retain our existing customers and expand their use of our platform, or attract new customers, our growth and operating results could be adversely affected, and we may be required to reconsider our growth strategy.*
- *The markets in which we participate are competitive, and if we do not compete effectively, our business, financial condition, and results of operations could be harmed. For example, in the third quarter of 2023 we announced changes to our pricing model for our Create Solutions, to which will become effective beginning for users of the next major release of the software expected to be available in 2024. We experienced a high volume of negative customer feedback including a boycott and a slow down slowdown of signing new contracts and renewals as a result of these changes. changes which we believe negatively impacted our Grow Solutions revenue in the second half of 2023. If we fail to recover or reengage our customers or fail to attract new customers as a result of this announcement, our business could be harmed.*
- *Operating system platform providers or application stores may change terms of service, policies or technical requirements applicable to us or our customers, which could adversely impact our business.*
- *If we are unable to further expand into new industries, or if our solutions for any new industry fail to achieve market acceptance, our growth and operating results could be adversely affected, and we may be required to reconsider our growth strategy.*
- *Our business relies in part on strategic relationships. If we are unable to maintain favorable terms and conditions and business relations with respect to our strategic relationships, our business could be harmed.*
- *Our core value of putting our users first may cause us to forgo short-term gains and may not lead to the long-term benefits we expect.*
- *If we do not make our platform, including new versions or technology advancements, easier to use or properly train customers on how to use our platform, our ability to broaden the appeal of our platform and solutions and to increase our revenue could suffer.*

- *Interruptions, performance problems, or defects associated with our platform may adversely affect our business, financial condition, and results of operations.*
- *We are increasingly building artificial intelligence ("AI") into certain of our offerings, and issues raised by the use of AI in our offerings may adversely affect our business, reputation, or financial results.*

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- *Recent negative macroeconomic factors, such as high and persistent inflation, rising interest rates, and limited credit availability has have and could further cause economic uncertainty and volatility, which may adversely affect could harm our business. Further, continued softness of*
- *Increased competition in the advertising market and increased ongoing restrictions on related to the gaming industry in China have impacted our growth rates and may continue to do so.*
- *Ongoing geopolitical instability, and militarization, particularly in Israel, where a significant portion of our Grow Solutions operations is located, has impacted and may further adversely affect our business.*
- *The loss of one or more members of our senior management or key employees could harm our business, and we may not be able to find adequate replacements. For example, our board in the second quarter of directors is currently engaged in a search process for a 2024, we announced the hiring of our permanent Chief Executive Officer and any inability President, Matthew Bromberg. Our ability to successfully transition the Chief Executive Officer role and/or attract a permanent successor for such role and to retain Mr. Bromberg and other senior executives could adversely impact our operations and our business.*

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

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

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

Additional Information

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

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

PART I—FINANCIAL INFORMATION

Item 1. Financial Statements

UNITY SOFTWARE INC.

CONDENSED CONSOLIDATED BALANCE SHEETS

(In thousands, except share data)

(In thousands, except per share data)	**(In thousands, except per share data)**

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(Unaudited)

	As of	
	September 30, 2023	December 31, 2022
Assets		
Current assets:		
Cash and cash equivalents	$1,507,164	$1,485,084
Short-term investments	—	101,711
Accounts receivable, net	604,743	633,775
Prepaid expenses and other	120,758	144,070
Total current assets	2,232,665	2,364,640
Property and equipment, net	140,807	121,863
Goodwill	3,202,116	3,200,955
Intangible assets, net	1,626,392	1,922,234
Other assets	223,703	224,293
Total assets	$7,425,683	$7,833,985
Liabilities and stockholders' equity		
Current liabilities:		

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Accounts payable			
Accounts payable	Accounts payable	$ 22,166	$ 20,221
Accrued expenses and other	Accrued expenses and other	305,137	326,339
Publisher payables	Publisher payables	408,259	445,622
Deferred revenue	Deferred revenue	214,788	218,102
Deferred revenue			
Deferred revenue			
Total current liabilities			
Total current liabilities			
Total current liabilities	Total current liabilities	950,350	1,010,284
Convertible notes	Convertible notes	2,710,596	2,707,171
Long-term deferred revenue	Long-term deferred revenue	65,323	103,442
Other long-term liabilities			
Other long-term liabilities			
Other long-term liabilities	Other long-term liabilities	234,044	258,959
Total liabilities	Total liabilities	3,960,313	4,079,856
Commitments and Contingencies (Note 7)	Commitments and Contingencies (Note 7)		Commitments and Contingencies (Note 7)
Redeemable noncontrolling interests	Redeemable noncontrolling interests	216,945	219,563
Stockholders' equity:	Stockholders' equity:		
Common stock, $0.000005 par value:	Common stock, $0.000005 par value:		
Common stock, $0.000005 par value:			
Common stock, $0.000005 par value:			
Authorized shares - 1,000,000 and 1,000,000	Authorized shares - 1,000,000 and 1,000,000		
Issued and outstanding shares - 379,720 and 374,243		2	2
Authorized shares - 1,000,000 and 1,000,000			
Authorized shares - 1,000,000 and 1,000,000			
Issued and outstanding shares - 390,397 and 384,872			
Issued and outstanding shares - 390,397 and 384,872			
Issued and outstanding shares - 390,397 and 384,872			

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Additional paid-in capital	Additional paid-in capital	6,071,209	5,779,776
Accumulated other comprehensive loss	Accumulated other comprehensive loss	(9,646)	(1,691)
Accumulated deficit	Accumulated deficit	(2,819,081)	(2,249,819)
Total Unity Software Inc. stockholders' equity	Total Unity Software Inc. stockholders' equity	3,242,484	3,528,268
Total Unity Software Inc. stockholders' equity			
Total Unity Software Inc. stockholders' equity			
Noncontrolling interest	Noncontrolling interest	5,941	6,298
Total stockholders' equity	Total stockholders' equity	3,248,425	3,534,566
Total liabilities and stockholders' equity	Total liabilities and stockholders' equity	$7,425,683	$7,833,985

See accompanying Notes to Condensed Consolidated Financial Statements.

UNITY SOFTWARE INC.

UNITY SOFTWARE INC.

UNITY SOFTWARE INC.

CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS

(In thousands, except per share data)

(Unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	**2022**	**2023**	**2022**
Three Months Ended				
Three Months Ended				
Three Months Ended				
March 31,				
March 31,				
March 31,				

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		2024			
		2024			
		2024			
Revenue					
Revenue					
Revenue	Revenue	$ 544,210	$ 322,881	$1,578,049	$ 940,050
Cost of revenue	Cost of revenue	151,349	111,903	472,140	302,572
Cost of revenue					
Cost of revenue					
Gross profit					
Gross profit					
Gross profit	Gross profit	392,861	210,978	1,105,909	637,478
Operating expenses	Operating expenses				
Operating expenses					
Operating expenses					
Research and development					
Research and development					
Research and development	Research and development	240,003	248,380	788,438	685,380
Sales and marketing	Sales and marketing	194,000	109,639	619,258	314,486
Sales and marketing					
Sales and marketing					
General and administrative					
General and administrative					
General and administrative	General and administrative	86,256	92,585	272,047	246,065
Total operating expenses	Total operating expenses	520,259	450,604	1,679,743	1,245,931
Total operating expenses					
Total operating expenses					
Loss from operations					
Loss from operations					
Loss from operations	Loss from operations	(127,398)	(239,626)	(573,834)	(608,453)
Interest expense	Interest expense	(6,154)	(1,135)	(18,425)	(3,369)
Interest income and other expense, net		16,013	2,208	38,689	91
Interest expense					
Interest expense					
Interest income and other income (expense), net					
Interest income and other income (expense), net					
Interest income and other income (expense), net					
Loss before income taxes	Loss before income taxes	(117,539)	(238,553)	(553,570)	(611,731)

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Provision for Income taxes		7,771	11,468	18,767	20,003
Loss before income taxes					
Loss before income taxes					
Provision for (benefit from) Income taxes					
Provision for (benefit from) Income taxes					
Provision for (benefit from) Income taxes					
Net loss	Net loss	(125,310)	(250,021)	(572,337)	(631,734)
Net loss					
Net loss					
Net loss attributable to noncontrolling interest and redeemable noncontrolling interests					
Net loss attributable to noncontrolling interest and redeemable noncontrolling interests					
Net loss attributable to noncontrolling interest and redeemable noncontrolling interests	Net loss attributable to noncontrolling interest and redeemable noncontrolling interests	(1,239)	—	(3,075)	—
Net loss attributable to Unity Software Inc.	Net loss attributable to Unity Software Inc.	$(124,071)	$(250,021)	$ (569,262)	$(631,734)
Net loss attributable to Unity Software Inc.					
Net loss attributable to Unity Software Inc.					
Basic and diluted net loss per share attributable to Unity Software Inc.					
Basic and diluted net loss per share attributable to Unity Software Inc.					
Basic and diluted net loss per share attributable to Unity Software Inc.	Basic and diluted net loss per share attributable to Unity Software Inc.	$ (0.32)	$ (0.84)	$ (1.49)	$ (2.13)
Weighted-average shares used in computation of basic and diluted net loss per share	Weighted-average shares used in computation of basic and diluted net loss per share	383,674	299,062	382,939	296,768
Weighted-average shares used in computation of basic and diluted net loss per share					
Weighted-average shares used in computation of basic and diluted net loss per share					

See accompanying Notes to Condensed Consolidated Financial Statements.

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UNITY SOFTWARE INC.

UNITY SOFTWARE INC.

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

		Three Months Ended September 30,		Nine Months Ended September 30,	
		2023	2022	2023	2022
Three Months Ended Three Months Ended Three Months Ended March 31, March 31, March 31, 2024 2024 2024 Net loss Net loss					
Net loss	Net loss	$(125,310)	$(250,021)	$(572,337)	$(631,734)
Other comprehensive income (loss), net of taxes:	Other comprehensive income (loss), net of taxes:				
Other comprehensive income (loss), net of taxes: Other comprehensive income (loss), net of taxes:					
Change in foreign currency translation adjustment	Change in foreign currency translation adjustment	(1,405)	(3,858)	(10,403)	(4,205)
Change in unrealized losses on short-term investments		—	206	—	(5,513)
Change in foreign currency translation adjustment Change in foreign currency translation adjustment					

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Change in unrealized gains (losses) on derivative instruments	Change in unrealized gains (losses) on derivative instruments	—	—	289	—
Other comprehensive loss		(1,405)	(3,652)	(10,114)	(9,718)
Change in unrealized gains (losses) on derivative instruments					
Change in unrealized gains (losses) on derivative instruments					
Other comprehensive income (loss)					
Other comprehensive income (loss)					
Other comprehensive income (loss)					
Comprehensive loss					
Comprehensive loss					
Comprehensive loss	Comprehensive loss	(126,715)	(253,673)	(582,451)	(641,452)
Net loss attributable to noncontrolling interest and redeemable noncontrolling interests	Net loss attributable to noncontrolling interest and redeemable noncontrolling interests	(1,239)	—	(3,075)	—
Net loss attributable to noncontrolling interest and redeemable noncontrolling interests					
Net loss attributable to noncontrolling interest and redeemable noncontrolling interests					
Foreign currency translation attributable to noncontrolling interest and redeemable noncontrolling interests					
Foreign currency translation attributable to noncontrolling interest and redeemable noncontrolling interests					
Foreign currency translation attributable to noncontrolling interest and redeemable noncontrolling interests	Foreign currency translation attributable to noncontrolling interest and redeemable noncontrolling interests	(302)	—	(2,159)	—

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Comprehensive loss attributable to noncontrolling interest and redeemable noncontrolling interests	Comprehensive loss attributable to noncontrolling interest and redeemable noncontrolling interests	(1,541)	—	(5,234)	—
Comprehensive loss attributable to noncontrolling interest and redeemable noncontrolling interests					
Comprehensive loss attributable to noncontrolling interest and redeemable noncontrolling interests					
Comprehensive loss attributable to Unity Software Inc.	Comprehensive loss attributable to Unity Software Inc.	$(125,174)	$(253,673)	$(577,217)	$(641,452)
Comprehensive loss attributable to Unity Software Inc.					
Comprehensive loss attributable to Unity Software Inc.					

See accompanying Notes to Condensed Consolidated Financial Statements.

UNITY SOFTWARE INC.

UNITY SOFTWARE INC.

UNITY SOFTWARE INC.

CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY

CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY

(In thousands, except share data) **(Unaudited)**

Three Months Ended March 31, 2024

Three Months Ended March 31, 2024

Three Months Ended March 31, 2024

Accumulated

Additional

Additional

Additional

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	Common Stock							
	Common Stock							
	Common Stock							
	Shares							
	Shares							
	Shares							
Balance at December 31, 2023								
Balance at December 31, 2023								
Balance at December 31, 2023								

	Three Months Ended September 30, 2023							
				Accumulated				
Issuance of common stock from employee equity plans								

	Common Stock		Additional Paid-In	Other Comprehensive	Accumulated	Unity Software Inc. Stockholders'	Noncontrolling	Total
	Shares	Amount	Capital	Loss	Deficit	Equity	Interest (1)	Equity
Balance at June 30, 2023	383,290,627	$ 2	$6,149,631	$ (8,543)	$ (2,695,010)	$ 3,446,080	$ 6,046	$3,452,126
Issuance of common stock from employee equity plans								
Issuance of common stock from employee equity plans	1,551,912	—	23,050	—	—	23,050	—	23,050
Issuance of common stock for settlement of RSUs	2,435,827	—	—	—	—	—	—	—
Purchase and retirement of common stock	(7,558,415)	—	(250,000)	—	—	(250,000)	—	(250,000)
Stock-based compensation expense	—	—	151,155	—	—	151,155	—	151,155
Net loss	—	—	—	—	(124,071)	(124,071)	(85)	(124,156)
Adjustments to redeemable noncontrolling interest	—	—	(2,627)	—	—	(2,627)	—	(2,627)
Other comprehensive loss	—	—	—	(1,103)	—	(1,103)	(20)	(1,123)
Balance at September 30, 2023	379,719,951	$ 2	$6,071,209	$ (9,646)	$ (2,819,081)	$ 3,242,484	$ 5,941	$3,248,425

	Three Months Ended September 30, 2022							
				Accumulated				

	Common Stock		Additional Paid-In	Other Comprehensive	Accumulated	Unity Software Inc. Stockholders'	Noncontrolling	Total
	Shares	Amount	Capital	Loss	Deficit	Equity	Interest (1)	Equity
Balance at June 30, 2022	298,027,552	$ 2	$4,005,333	$ (9,924)	$ (1,713,340)	$ 2,282,071	$ —	$2,282,071
Issuance of common stock from employee equity plans	857,179	—	18,766	—	—	18,766	—	18,766
Issuance of common stock for settlement of RSUs								

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Issuance of common stock for settlement of RSUs	Issuance of common stock for settlement of RSUs	1,703,186	—	—	—	—	—	—	—
Stock-based compensation expense	Stock-based compensation expense	—	—	154,479	—	—	154,479	—	154,479
Stock-based compensation expense									
Stock-based compensation expense									
Net loss	Net loss	—	—	1,043	—	(250,021)	(248,978)	—	(248,978)
Net loss									
Net loss									
Adjustments to redeemable noncontrolling interest									
Adjustments to redeemable noncontrolling interest									
Adjustments to redeemable noncontrolling interest									
Other comprehensive loss	Other comprehensive loss	—	—	—	(3,652)	—	(3,652)	—	(3,652)
Balance at September 30, 2022		300,587,917	$ 2	$ 4,179,621	$ (13,576)	$ (1,963,361)	$ 2,202,686	$ —	$ 2,202,686
Other comprehensive loss									
Other comprehensive loss									
Balance at March 31, 2024									
Balance at March 31, 2024									
Balance at March 31, 2024									

				Three Months Ended March 31, 2023					
				Three Months Ended March 31, 2023					
				Three Months Ended March 31, 2023					
						Accumulated			
					Additional				
					Additional				
					Additional				
		Common Stock							
		Common Stock							
		Common Stock							
		Shares							
		Shares							
		Shares							
Balance at December 31, 2022									
Balance at December 31, 2022									
Balance at December 31, 2022									
Issuance of common stock from employee equity plans									

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Issuance of common stock from employee equity plans											
Issuance of common stock from employee equity plans											
Issuance of common stock for settlement of RSUs											
Issuance of common stock for settlement of RSUs											
Issuance of common stock for settlement of RSUs											
Stock-based compensation expense											
Stock-based compensation expense											
Stock-based compensation expense											
Net loss											
Net loss											
Net loss											
Adjustments to redeemable noncontrolling interest											
Adjustments to redeemable noncontrolling interest											
Adjustments to redeemable noncontrolling interest											
Other comprehensive loss											
Other comprehensive loss											
Other comprehensive loss											
Balance at March 31, 2023											
Balance at March 31, 2023											
Balance at March 31, 2023											

.

(1)Excludes redeemable noncontrolling interests.

See accompanying Notes to Condensed Consolidated Financial Statements.

Unity Software Inc.

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

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(Unaudited)

	Nine Months Ended September 30, 2023							
	Common Stock		Additional Paid-In Capital	Accumulated Other Comprehensive Loss	Accumulated Deficit	Unity Software Inc. Stockholders' Equity	Noncontrolling Interest (1)	Total Equity
	Shares	Amount						
Balance at December 31, 2022	374,243,196	$ 2	$ 5,779,776	$ (1,691)	$ (2,249,819)	$ 3,528,268	$ 6,298	$ 3,534,566
Issuance of common stock from employee equity plans	5,121,763	—	64,994	—	—	64,994	—	64,994
Issuance of common stock for settlement of RSUs	7,913,407	—	—	—	—	—	—	—
Purchase and retirement of common stock	(7,558,415)	—	(250,000)	—	—	(250,000)	—	(250,000)
Stock-based compensation expense	—	—	478,698	—	—	478,698	—	478,698
Net loss	—	—	—	—	(569,262)	(569,262)	(210)	(569,472)
Adjustments to redeemable noncontrolling interest	—	—	(2,259)	—	—	(2,259)	—	(2,259)
Other comprehensive loss	—	—	—	(7,955)	—	(7,955)	(147)	(8,102)
Balance at September 30, 2023	379,719,951	$ 2	$ 6,071,209	$ (9,646)	$ (2,819,081)	$ 3,242,484	$ 5,941	$ 3,248,425

	Nine Months Ended September 30, 2022							
	Common Stock		Additional Paid-In Capital	Accumulated Other Comprehensive Loss	Accumulated Deficit	Unity Software Inc. Stockholders' Equity	Noncontrolling Interest (1)	Total Equity
	Shares	Amount						
Balance at December 31, 2021	292,592,356	$ 2	$ 3,729,874	$ (3,858)	$ (1,331,627)	$ 2,394,391	$ —	$ 2,394,391
Issuance of common stock from employee equity plans	4,103,922	—	56,484	—	—	56,484	—	56,484
Issuance of common stock for settlement of RSUs	3,722,318	—	—	—	—	—	—	—
Common stock issued in connection with acquisitions	169,321	—	16,072	—	—	16,072	—	16,072
Stock-based compensation expense	—	—	376,148	—	—	376,148	—	376,148
Net loss	—	—	1,043	—	(631,734)	(630,691)	—	(630,691)
Other comprehensive loss	—	—	—	(9,718)	—	(9,718)	—	(9,718)
Balance at September 30, 2022	300,587,917	$ 2	$ 4,179,621	$ (13,576)	$ (1,963,361)	$ 2,202,686	$ —	$ 2,202,686

UNITY SOFTWARE INC.

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS

(In thousands)

(Unaudited)

	Three Months Ended March 31,	
	2024	2023
Operating activities		
Net loss	$ (291,478)	$ (253,703)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	101,810	109,560
Stock-based compensation expense	265,877	163,028

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Gain on repayment of convertible note	(61,371)	—
Other	16,516	379
Changes in assets and liabilities, net of effects of acquisitions:		
Accounts receivable, net	(9,740)	21,013
Prepaid expenses and other	(16,779)	7,589
Other assets	(2,399)	11,169
Accounts payable	5,273	7,450
Accrued expenses and other	(4,269)	(7,305)
Publisher payables	25,558	(27,756)
Other long-term liabilities	(23,584)	(18,302)
Deferred revenue	(12,787)	(18,221)
Net cash used in operating activities	(7,373)	(5,099)
Investing activities		
Purchases of short-term investments	—	(212)
Proceeds from principal repayments and maturities of short-term investments	—	102,673
Purchases of property and equipment	(7,190)	(14,350)
Net cash provided by (used in) investing activities	(7,190)	88,111
Financing activities		
Repayments of convertible note	(414,999)	—
Proceeds from issuance of common stock from employee equity plans	25,998	21,971
Net cash provided by (used in) financing activities	(389,001)	21,971
Effect of foreign exchange rate changes on cash, cash equivalents, and restricted cash	(6,202)	3,151
Increase (decrease) in cash, cash equivalents, and restricted cash	(409,766)	108,134
Cash, cash equivalents, and restricted cash, beginning of period	1,604,267	1,505,688
Cash, cash equivalents, and restricted cash, end of period	$ 1,194,501	$ 1,613,822
Supplemental disclosure of cash flow information:		
Cash paid for income taxes, net of refunds	$ 11,041	$ 3,751
Cash paid for operating leases	$ 13,540	$ 10,181
Supplemental disclosures of non-cash investing and financing activities:		
Assets acquired under operating lease	$ 9,273	$ 24,528

(1) Excludes redeemable noncontrolling interests.

See See accompanying Notes to Condensed Consolidated Financial StatementsStatements.

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UNITY SOFTWARE INC.

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS

(In thousands)

(Unaudited)

	Nine Months Ended September 30,	
	2023	**2022**
Operating activities		
Net loss	$ (572,337)	$ (631,734)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	331,662	127,598
Stock-based compensation expense	467,743	376,148
Other	11,557	9,386
Changes in assets and liabilities, net of effects of acquisitions:		
Accounts receivable, net	28,346	21,258
Prepaid expenses and other	22,354	(8,499)
Other assets	33,533	25,898
Accounts payable	568	974
Accrued expenses and other	(24,021)	(6,643)
Publisher payables	(37,362)	(64,991)
Other long-term liabilities	(59,262)	(27,506)
Deferred revenue	(40,184)	167,741
Net cash provided by (used in) operating activities	162,597	(10,370)
Investing activities		
Purchases of short-term investments	(212)	(150,911)
Proceeds from principal repayments and maturities of short-term investments	102,673	374,659
Purchases of non-marketable investments	(2,500)	(15,000)
Sales of non-marketable investments	—	1,000
Purchases of property and equipment	(44,560)	(42,344)
Business acquisitions, net of cash acquired	—	(25,840)
Net cash provided by investing activities	55,401	141,564
Financing activities		
Repurchase and retirement of common stock	(250,000)	—
Proceeds from issuance of common stock from employee equity plans	64,994	56,484
Net cash provided by (used in) financing activities	(185,006)	56,484
Effect of foreign exchange rate changes on cash, cash equivalents, and restricted cash	(17,656)	(4,185)
Increase in cash, cash equivalents, and restricted cash	15,336	183,493
Cash and restricted cash, beginning of period	1,505,688	1,066,599
Cash, cash equivalents, and restricted cash, end of period	$ 1,521,024	$ 1,250,092
Supplemental disclosure of cash flow information:		
Cash paid for interest	$ 10,389	$ —
Cash paid for income taxes, net of refunds	$ 15,869	$ 21,818
Cash paid for operating leases	$ 31,645	$ 19,031
Supplemental disclosures of non-cash investing and financing activities:		

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Fair value of common stock issued as consideration for business and asset acquisitions	$	—	$	16,072
Assets acquired under operating lease	$	37,479	$	11,575

See accompanying Notes to Condensed Consolidated Financial Statements.

UNITY SOFTWARE INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

(Unaudited)

1. Accounting Policies

Basis of Presentation and Consolidation

We prepared the accompanying unaudited condensed consolidated financial statements in accordance with United States ("U.S.") generally accepted accounting principles ("GAAP") and applicable rules and regulations of the Securities and Exchange Commission ("SEC") for interim financial reporting. The condensed consolidated financial statements include the accounts of Unity Software Inc., its wholly owned subsidiaries, and entities consolidated under the voting interest model. We have eliminated all intercompany balances and transactions. Certain information and footnote disclosures normally included in the financial statements prepared in accordance with GAAP have been condensed or omitted pursuant to such rules and regulations. In our opinion, all adjustments, which include normal recurring adjustments necessary for a fair presentation, have been included. The results of operations for the periods presented are not necessarily indicative of the results to be expected for the full year or other periods. The unaudited condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements and notes included in our 2022 2023 Annual Report on Form 10-K.

Use of Estimates

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

Employee Separation and Restructuring Costs

In January 2024, we committed to a plan to eliminate approximately 25% of our workforce, and we mutually agreed to the departure of the founders of ironSource Ltd. Following these announcements, we incurred incremental employee separation costs of approximately $193 million in the first quarter of 2024, which included $126 million of incremental stock-based compensation. Additionally we incurred $19 million of restructuring costs, primarily related to office closures.

2. Revenue

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

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
	Three Months Ended March 31,			
	Three Months Ended March 31,			
	Three Months Ended March 31,			
	2024			
	2024			

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		2024			
Create Solutions					
Create Solutions					
Create Solutions	Create Solutions	$ 188,900	$ 189,178	$ 569,379	$ 518,316
Grow Solutions	Grow Solutions	355,310	133,703	1,008,670	421,734
Grow Solutions					
Grow Solutions					
Total revenue	Total revenue	$ 544,210	$ 322,881	$ 1,578,049	$ 940,050
Total revenue					
Total revenue					

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

		Three Months Ended September 30,		Nine Months Ended September 30,	
		2023	2022	2023	2022
		Three Months Ended March 31,			
		Three Months Ended March 31,			
		Three Months Ended March 31,			
		2024			
		2024			
		2024			
United States					
United States					
United States	United States	$ 142,612	$ 80,272	$ 417,511	$ 223,986
Greater China (1)	Greater China (1)	65,092	44,341	194,390	130,471
Greater China (1)					
Greater China (1)					
EMEA (2)					
EMEA (2)					
EMEA (2)	EMEA (2)	200,927	112,012	575,870	329,159
APAC (3)	APAC (3)	122,001	76,969	348,636	228,730
APAC (3)					
APAC (3)					
Other Americas (4)					
Other Americas (4)					

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Other Americas (4)	Other Americas (4)	13,578	9,287	41,642	27,704
Total revenue	Total revenue	$ 544,210	$ 322,881	$ 1,578,049	$ 940,050
Total revenue					
Total revenue					

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

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

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

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

Accounts Receivable, Net

Accounts receivable are recorded at the original invoiced amount, net of allowances for uncollectible amounts. We estimate losses on uncollectible amounts based on expected losses, including our historical experience of actual losses. The estimated losses on uncollectible amounts are recorded in general and administrative expense on our condensed consolidated statement of operations. As of September 30, 2023 March 31, 2024 and December 31, 2022 December 31, 2023, the allowance for uncollectible amounts was $15.5 million $16.6 million and $9.4 million $16.9 million, respectively. For the three months ended March 31, 2024 and 2023, the provision for uncollectible amounts was $1.8 million and $2.9 million.

Sales Commissions

Sales commissions that have a benefit beyond one year are capitalized and amortized on a straight line straight-line method over the expected period of benefit, which is generally three years. As of September 30, 2023 March 31, 2024, capitalized commissions, net of amortization, included in prepaid expenses and other and other assets were $7.1 million $6.4 million and $3.8 million $4.9 million, respectively. During the three and nine months ended September 30, 2023 March 31, 2024, we recorded amortization costs of $2.5 million and $7.5 million, respectively, $2.4 million in sales and marketing expenses, as compared to $2.4 million and $6.9 million $2.5 million during the three and nine months ended September 30, 2022 March 31, 2023, respectively.

Contract Balances and Remaining Performance Obligations

Contract assets (unbilled receivables), primarily included in accounts receivable, net, are recorded when revenue is earned in advance of customer billing schedules. Unbilled receivables totaled $39.7 million $20.1 million and $37.5 million $31.3 million as of September 30, 2023 March 31, 2024 and December 31, 2022 December 31, 2023, respectively. Of this total as of March 31, 2024, $6.0 million was included in Other Long-Term Assets on our consolidated balance sheets.

Contract liabilities (deferred revenue) relate to payments received in advance of performance under the contract. Revenue recognized during the nine three months ended September 30, 2023 March 31, 2024 that was included in the deferred revenue balances at January 1, 2023 was$185.6 million.January 1, 2024 was $76.3 million.

Additionally, we have performance obligations associated with commitments in customer contracts to perform in the future that had not yet been recognized in our consolidated financial statements. For contracts with original terms that exceed one year, those commitments not yet recognized as of September 30, 2023 March 31, 2024, were $566.1 million$357 million and relate primarily to Create Solutions subscriptions, enterprise support, Enterprise Support, and strategic partnerships. Strategic Partnerships. These commitments generally extend over the next one to five years and we expect to recognize approximately $292.8 million $205 million or 52%57% of this revenue during the next 12 months.

3. Financial Instruments

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Cash, Cash Equivalents, and Restricted Cash and Short-term Investments

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

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

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

		September 30, 2023	December 31, 2022
		Fair Value (1)	
		March 31, 2024	
		March 31, 2024	
		March 31, 2024	December 31, 2023
		Fair Value (1)	Fair Value (1)
Cash	**Cash**	$ 812,876	$ 699,340
Level 1:	**Level 1:**		
Restricted cash and cash equivalents:	**Restricted cash and cash equivalents:**		
Restricted cash and cash equivalents:			
Restricted cash and cash equivalents:			
Restricted cash			
Restricted cash			
Restricted cash	Restricted cash	$ 13,860	$ 20,604
Money market funds	Money market funds	497,226	373,619
Time deposits	Time deposits	197,062	412,125
Total restricted cash and cash equivalents	Total restricted cash and cash equivalents	$ 708,148	$ 806,348
Total restricted cash and cash equivalents			
Short-term investments		$ —	$ 101,711

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Total restricted cash and cash equivalents		
Total cash, cash equivalents, restricted cash, and short-term investments	$1,521,024	$1,607,399
Total cash, cash equivalents, and restricted cash		
Total cash, cash equivalents, and restricted cash		
Total cash, cash equivalents, and restricted cash		

(1) Due to the highly liquid nature of our investments, amortized cost approximates fair value.

Nonrecurring Fair Value Measurements

We hold equity investments in certain unconsolidated entities without a readily determinable fair value. These strategic investments represent less than a 20% ownership interest in each of the entities, and we do not have significant influence over or control of the entities. We use the measurement alternative to account for adjustments to these investments for observable transactions for the same or similar investments of the same issuer in any given quarter. If we determine an impairment has occurred, the investment is written down to the estimated fair value. As of September 30, 2023 March 31, 2024 and December 31, 2022 December 31, 2023, such equity investments totaled $33.6 million and $31.1 million, respectively. . No adjustments to the carrying value of these equity investments were recorded for the three and nine months ended September 30, 2023 March 31, 2024 and 2022. 2023.

4. Investment in Unity China

The results of Unity China, of which third-party investors hold a 20.5%, ownership interest, are included in our condensed consolidated financial statements. Under certain conditions we may be required to repurchase the third-party interest in Unity China. The redeemable noncontrolling interests in Unity China are recorded as temporary equity on our condensed consolidated balance sheet.

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

	Three Months Ended September 30, 2023	Nine Months Ended September 30, 2023
	Three Months Ended March 31,	**Three Months Ended March 31,**

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		Three Months Ended March 31,	
		2024	2024
Balance at beginning of period			
Balance at beginning of period			
Balance at beginning of period	Balance at beginning of period	$215,749	$219,563
Net loss attributable to redeemable noncontrolling interests	Net loss attributable to redeemable noncontrolling interests	(1,153)	(2,865)
Net loss attributable to redeemable noncontrolling interests			
Net loss attributable to redeemable noncontrolling interests			
Accretion for redeemable noncontrolling interests			
Accretion for redeemable noncontrolling interests			
Accretion for redeemable noncontrolling interests	Accretion for redeemable noncontrolling interests	6,401	12,775
Foreign currency translation and foreign exchange adjustments for redeemable noncontrolling interests	Foreign currency translation and foreign exchange adjustments for redeemable noncontrolling interests	(4,052)	(12,528)
Foreign currency translation and foreign exchange adjustments for redeemable noncontrolling interests			
Foreign currency translation and foreign exchange adjustments for redeemable noncontrolling interests			

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Balance at end of period	Balance at end of period	$216,945	$216,945

Balance at end of period

Balance at end of period

5. Leases

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

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

		Three Months Ended September 30,		Nine Months Ended September 30,	
		2023	2022	2023	2022
		Three Months Ended March 31,			
		Three Months Ended March 31,			
		Three Months Ended March 31,			
		2024			
		2024			
		2024			
Operating lease expense					
Operating lease expense					
Operating lease expense	Operating lease expense	$ 10,524	$ 6,550	$ 30,292	$ 22,334
Variable lease expense	Variable lease expense	1,408	1,292	3,850	4,130
Variable lease expense					
Variable lease expense					
Sublease income					
Sublease income					
Sublease income	Sublease income	(493)	—	(1,317)	—
Total lease expense	Total lease expense	$ 11,439	$ 7,842	$ 32,825	$ 26,464
Total lease expense					
Total lease expense					

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

			As of	
		Classification	September 30, 2023	December 31, 2022
Classification			As of	
Operating lease assets	Operating lease assets	Other assets	$131,371	$120,535
Current operating lease liabilities	Current operating lease liabilities	Accrued expenses and other	$ 38,617	$ 34,469
Current operating lease liabilities				

Classification	March 31, 2024	As of December 31, 2023

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Current operating lease liabilities				
Long-term operating lease liabilities	Long-term operating lease liabilities	Other long-term liabilities	111,272	107,776
Total operating lease liabilities	Total operating lease liabilities		$149,889	$142,245

As of September 30, 2023 March 31, 2024 and December 31, 2022 December 31, 2023, our operating leases had a weighted-average remaining lease term of 5.2 of 5.0 years and 5.0 5.1 years, respectively, and a weighted-average discount rate of 5.0% 5.2% and 4.0% 5.2%, respectively.

As of September 30, 2023 March 31, 2024, our lease liabilities were as follows (in thousands):

	Operating Leases
Gross lease liabilities	$ 170,195 154,385
Less: imputed interest	20,306 18,298
Present value of lease liabilities	$ 149,889 136,087

6. Borrowings

Convertible Notes

2027 Notes

In As of March 31, 2024, we had $2.2 billion of unsecured convertible notes outstanding including $1.0 billion issued in November 2022 we (the "2027 Notes") and $1.2 billion issued $1.0 billion in aggregate amount of 2.0% convertible notes due 2027 November 2021 (the "2027 "2026 Notes"). The closing table below summarizes the principal and unamortized debt issuance costs and other material features of the Notes (in thousands):

					Carrying Amount as of	
	Conversion Rate per $1,000 Principal	Conversion Price	Maturities	Stated Interest Rates	March 31, 2024	December 31, 2023
Convertible notes:						

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Principal – 2026 Notes	3.2392	$	308.72	2026	0.0%	$ 1,245,232	$ 1,725,000
Principal – 2027 Notes	20.4526	$	48.89	2027	2.0%	1,000,000	1,000,000
Unamortized debt issuance costs, net						(8,817)	(13,250)
Net carrying amount						$ 2,236,415	$ 2,711,750

Interest on the Notes is payable semi-annually in arrears. The combined interest expense on the Notes related to regular interest and the amortization of debt issuance cost was $6.0 million and sale $6.1 million for the three months ended March 31, 2024 and March 31, 2023, respectively.

As of March 31, 2024 and December 31, 2023, the 2027 Notes (the "PIPE") occurred promptly following the closing of the transactions contemplated by the Agreement and Plan of Merger (the "Merger Agreement"), dated July 13, 2022, by and among Unity Software Inc., Ursa Aroma Merger Subsidiary Ltd., a company organized under the laws of the State of Israel and a direct wholly owned subsidiary of Unity, and ironSource Ltd., a company organized under the laws of the State of Israel ("ironSource", and such transactions, the "ironSource Merger"). The 2027 Notes were issued to certain affiliates of Silver Lake and Sequoia Capital (the “Purchasers”), pursuant to an indenture dated November 8, 2022 (the “Indenture”), in accordance with the Investment Agreement entered among the Company and certain affiliates of the Purchasers dated July 13, 2022 (the “Investment Agreement”). Proceeds from the issuance estimated fair value of the 2027 Notes were approximately $1.0 billion $1.1 billion and 1.3 billion, net respectively, and the estimated fair value of debt issuance costs. the 2026 Notes were approximately $1.1 billion and 1.4 billion, respectively. The debt issuance costs are amortized to interest expense using the straight-line method, which approximates the effective interest method.

The 2027 Notes are general unsecured obligations which bear regular interest of 2.0%. We may elect for additional interest to accrue on the 2027 Notes as the sole remedy for any failure by us to comply with certain reporting requirements under the Indenture. Holders fair value of the 2027 Notes may receive additional interest under specified circumstances was based on a combination of a discounted cash flow and Black-Scholes option-pricing model. The fair value of the 2026 Notes was based on quoted prices as outlined in of that date.

The 2026 Notes are convertible at the Indenture. Additional interest, option of the holder if any, will be payable in a conversion condition of the same manner 2026 Notes is triggered. During the three months ended March 31, 2024, none of the conversion conditions of the 2026 Notes were triggered and the 2026 Notes were not convertible as the regular interest, which is semiannually in arrears on May 15 and November 15 of each year, beginning on May 15, 2023 March 31, 2024. The 2027 Notes will mature on November 15, 2027 unless earlier converted, redeemed, or repurchased.

The 2027 Notes are convertible into at the option of the holder prior to maturity. Upon conversion of the Notes, we will deliver cash, shares of our common stock, or a combination of cash and shares of our common stock,at our election, at an initial conversion rate of 20.4526 shares of common stock per $1,000 principal amount of 2027 Notes, which is equivalent to an initial conversion price of approximately $48.89 per share of our common stock. election. The conversion rate rates for the Notes is subject to customary adjustments for certain events as described in the Indenture indentures governing the 2027 Notes. Pursuant to the Investment Agreement, the Purchasers are restricted from converting the 2027

The Notes prior to the earlier of (i) twelve months after the date of issuance and (ii) the consummation of a change of control of our company or entry into a definitive agreement for a transaction that, if consummated, would result in a change of control, are subject to certain exceptions.

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

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

Combined interest expense on the 2027 Notes related to regular interest and the amortization of debt issuance costs was $5.1 million and $15.1 million for the three and nine months ended September 30, 2023, respectively. The estimated fair value of the 2027 Notes were approximately $1.1 billion as of September 30, 2023, which is based on a combination of a discounted cash flow and Black-Scholes option-pricing model.

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2026 Notes

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

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

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

Interest expense on the 2026 Notes related to the amortization of debt issuance costs was $1.2 million and $3.4 million for the three and nine months ended September 30, 2023, respectively. The estimated fair value of the 2026 Notes were approximately $1.4 billion as of September 30, 2023, which is based on quoted prices for the notes as of that date.

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

	As of September 30, 2023
Convertible notes:	
Principal - 2026 Notes	$ 1,725,000
Principal - 2027 Notes	1,000,000
Unamortized debt issuance cost - 2026 and 2027 Notes	(14,404)
Net carrying amount	$ 2,710,596

As of September 30, 2023 March 31, 2024, no holders of the 2027 and 2026 Notes have exercised the conversion rights, and the if-converted value of the 2027 and 2026 Notes did not exceed the principal amount.

Convertible Note Repurchase

During the first quarter of 2024, the Company repurchased in privately negotiated transactions and extinguished a portion of the 2026 Notes, with a total principal balance of $480 million. The aggregate repurchase price for these notes was $415 million, resulting in pre-tax gains of $61.4 million, net of the write-off of unamortized issuance costs. The gain was included in Interest income and other income (expense), net, in the condensed consolidated statement of operations.

Capped Call Transactions

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

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The Capped Call Transactions are intended to reduce potential dilution to our common stock upon any conversion of the 2026 Notes and/or offset any cash payments we are required to make in excess of the principal amount of converted 2026 Notes, as the case may be, with such reduction and/or offset subject to a cap based on the cap price described above. The cost of the Capped Call Transactions was recorded as a reduction of our additional paid-in capital on our consolidated balance sheets. The Capped Call Transactions will not be remeasured as long as they continue to meet the conditions for equity classification. cap. As of September 30, 2023 March 31, 2024, the Capped Call Transactions met the conditions for equity classification and were not in the money.

7. Commitments and Contingencies

The following table summarizes our non-cancelable contractual commitments as of September 30, 2023 March 31, 2024 (in thousands):

		Total	Remainder of 2023	2024-2025	2026-2027	Thereafter
	Total					
Operating leases (1)	Operating leases (1)	$ 170,195	$ 11,402	$ 77,494	$ 42,812	$38,487
Purchase commitments (2)	Purchase commitments (2)	826,294	127,455	479,962	218,877	—
Convertible notes (3)		2,725,000	—	—	2,725,000	—
Convertible note principal and interest (3)						
Total	Total	$3,721,489	$138,857	$557,456	$2,986,689	$38,487

	Total	Remainder of 2024	2025-2026	2027-2028	Thereafter

(1) Operating leases consist of obligations for real estate that are active.

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

(3) Convertible notes due 2026 and 2027. See Note 6, "Borrowings," above for further discussion.

We expect to meet our remaining commitments.

Legal Matters

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

Indemnifications

In the ordinary course of business, we may provide indemnifications of varying scope and terms to customers, vendors, lessors, investors, directors, officers, employees and other parties with respect to certain matters. Indemnification may include losses from our breach of such agreements, services we provide, or third-party intellectual property infringement claims. These indemnifications may survive termination of the underlying agreement and the maximum potential amount of future indemnification payments may not be subject to a cap. As of September 30, 2023 March 31, 2024, there were no known events or circumstances that have resulted in a material indemnification liability to us and we did not incur material costs to defend lawsuits or settle claims related to these indemnifications.

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Letters of Credit

We had $13.9 million $14.5 million and $20.6 million $13.9 million of secured letters of credit outstanding as of September 30, 2023 March 31, 2024 and December 31, 2022. December 31, 2023, respectively. These primarily relate to our office space leases and are fully collateralized by certificates of deposit which we record in restricted cash as other assets on our condensed consolidated balance sheets.

8. Stockholders' Equity

In July 2022, our board of directors approved our share repurchase program, which authorized the repurchase of up to $2.5 billion of shares of our common stock through November 2024 (the "Share Repurchase Program"). During the nine months ended September 30, 2023, we repurchased 7.6 million shares of common stock under this program for an aggregate purchase price of $250.0 million. As of September 30, 2023, $750.0 million remained available for future share repurchases under this program.

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9. 8. Stock-Based Compensation

Stock-based compensation expense is as follows (in thousands):

		Three Months Ended September 30,		Nine Months Ended September 30,	
		2023	2022	2023	2022
		Three Months Ended March 31,			
		Three Months Ended March 31,			
		Three Months Ended March 31,			
		2024			
		2024			
		2024			
Cost of revenue					
Cost of revenue					
Cost of revenue	Cost of revenue	$ 19,591	$ 18,097	$ 58,241	$ 38,768
Research and development	Research and development	66,618	81,490	214,159	196,853
Research and development					
Research and development					
Sales and marketing					
Sales and marketing					
Sales and marketing	Sales and marketing	35,075	31,381	105,272	80,340
General and administrative	General and administrative	25,893	23,511	90,071	60,187

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General and administrative					
General and administrative					
Total stock-based compensation expense	Total stock-based compensation expense	$ 147,177	$ 154,479	$ 467,743	$ 376,148
Total stock-based compensation expense					
Total stock-based compensation expense					

Included in the above expenses for the three months ended March 31, 2024, is $93 million of incremental stock-based compensation expense from modifications, primarily within general and administrative. These amounts predominately relate to the modification of awards held by the founders of ironSource Ltd. that departed in the first quarter of 2024.

Stock Options

A summary of our stock option activity is as follows:

	Options Outstanding		
	Stock Options Outstanding	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term (In Years)
Balance as of December 31, 2022	35,718,803	$ 18.05	5.60

	Options Outstanding				Options Outstanding			
	Stock Options Outstanding				Stock Options Outstanding		Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term (In Years)
Balance as of December 31, 2023				Balance as of December 31, 2023	31,541,466	$19.35		4.79
Granted	Granted	298,422	$ 35.24					
Exercised	Exercised	(4,057,471)	$ 9.32					
Exercised	Exercised							
Forfeited, cancelled, or expired	Forfeited, cancelled, or expired	(701,596)	$ 45.47					
Balance as of September 30, 2023		31,258,158	$ 18.74	4.96				
Forfeited, cancelled, or expired								
Forfeited, cancelled, or expired								
Balance as of March 31, 2024								

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Balance as of March 31, 2024			
Balance as of March 31, 2024	29,492,406	$19.86	3.77

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

		Three Months Ended September 30,		Nine Months Ended September 30,	
		2023	2022	2023	2022
		Three Months Ended March 31,			
		Three Months Ended March 31,			
		Three Months Ended March 31,			
		2024			
		2024			
		2024			
Expected dividend yield					
Expected dividend yield					
Expected dividend yield	Expected dividend yield	—	—	—	—
Risk-free interest rate	Risk-free interest rate	4.4%	3.3%	3.8% - 4.4%	1.7% - 3.3%
Risk-free interest rate					
Risk-free interest rate					
Expected volatility					
Expected volatility					
Expected volatility	Expected volatility	58.0%	33.5%	54.7% - 58.0%	33.3% - 33.8%
Expected term (in years)	Expected term (in years)	6.25	6.25	6.25	6.25
Expected term (in years)					
Expected term (in years)					
Fair value of underlying common stock	Fair value of underlying common stock	$39.29	$42.72	$29.33 - $39.29	$38.47 - $89.01
Fair value of underlying common stock					
Fair value of underlying common stock					

Restricted Stock Units

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

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	Unvested RSUs	
	Number of Shares	Weighted-Average Grant-Date Fair Value
Unvested as of December 31, 2022	38,105,462	$ 48.37

	Unvested RSUs	
	Number of Shares	Weighted-Average Grant-Date Fair Value
Unvested as of December 31, 2023		
Granted	4,372,148	$ 32.57
Vested	(7,913,418)	$ 53.57
Forfeited	(4,928,164)	$ 52.32
Unvested as of September 30, 2023	29,636,028	$ 44.00

	Unvested RSUs	
	Number of Shares	Weighted-Average Grant-Date Fair Value
Unvested as of March 31, 2024		

Price-Vested Units

In October 2022, we granted to certain of our executive officers a total of 989,880 PVUs, which are RSUs for which vesting is subject to the fulfillment of both a service period that extends up to four years and the achievement of a stock price hurdle during the relevant performance period that extends up to seven years. The fair value of each PVU award is estimated using a Monte Carlo simulation that uses assumptions determined on the date of grant. During the three and nine months ended September 30, 2023 March 31, 2024, the service period condition and stock price hurdle were not met.

Employee Stock Purchase Plan

The fair value of shares offered under our Employee Stock Purchase Plan ("ESPP") was determined on the grant date using the Black-Scholes option pricing model. The following table summarizes the assumptions used and the resulting grant-date fair values of our ESPP:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
	Three Months Ended March 31,			
	Three Months Ended March 31,			
	Three Months Ended March 31,			
	2024			
	2024			
	2024			
Expected dividend yield				
Expected dividend yield				
Expected dividend yield	—	—	—	—
Risk-free interest rate	5.5%	3.3%	5.2% - 5.5%	0.6% - 3.3%

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Risk-free interest rate					
Risk-free interest rate					
Expected volatility					
Expected volatility					
Expected volatility	Expected volatility	65.9%	33.5%	65.9% - 94.5%	35.5% - 40.0%
Expected term (in years)	Expected term (in years)	0.50	0.50	0.50	0.50
Expected term (in years)					
Expected term (in years)					
Grant-date fair value per share	Grant-date fair value per share	$12.65	$10.51	$12.44 - $12.65	$10.51 - $27.42
Grant-date fair value per share					
Grant-date fair value per share					

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

		Three Months Ended September 30,		Nine Months Ended September 30,	
		2023	2022	2023	2022
		Three Months Ended March 31,			
		Three Months Ended March 31,			
		Three Months Ended March 31,			
		2024			
		2024			
		2024			
Shares issued under the ESPP					
Shares issued under the ESPP					
Shares issued under the ESPP	Shares issued under the ESPP	531,820	399,023	1,064,463	607,009
Weighted-average price per share issued	Weighted-average price per share issued	$25.25	$36.31	$25.56	$54.87
Weighted-average price per share issued					
Weighted-average price per share issued					

10. 9. Income Taxes

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

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Our effective tax rate for the three and nine months ended September 30, 2023 March 31, 2024 differs from the U.S. federal statutory tax rate of 21% primarily due to the need to record a valuation allowance on U.S. losses, a tax benefit on foreign losses in connection with employee separation costs, and to a lesser extent tax expense on foreign earnings taxed at different rates. In addition, during the first quarter of 2024, we continued to restructure our tax operations which resulted in a reduction to our U.S. valuation allowance. Our effective tax rate for the three months ended March 31, 2023 differed from the U.S. federal statutory tax rate of 21% primarily due to the need to record a valuation allowance in the U.S. on losses and to a lesser extent, tax expense on foreign earnings taxed at different rates. In addition, we the Company undertook certain tax restructuring efforts during the first quarter of 2023 period that enhanced our ability to offset deferred tax liabilities in the U.S. in future periods, thereby partially reducing the need for a valuation allowance. Our effective tax rate for the three and nine months ended September 30, 2022 differed from the U.S. federal statutory tax rate of 21% primarily due to the base-erosion and anti-abuse tax ("BEAT") mainly arising as a result of mandatory research and development capitalization under the IRC Section 174, losses that cannot be benefited due to the valuation allowance on U.S., Denmark, and United Kingdom ("U.K.") entities, and to a lesser extent, foreign earnings taxed at different tax rates.

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

As of September 30, 2023 March 31, 2024, we had $183.4 million $184.3 million of gross unrecognized tax benefits, of which $29.7 million would impact the effective tax rate, if recognized. It is reasonably possible that the amount of unrecognized tax benefits as of September 30, 2023 March 31, 2024 could increase or decrease significantly as the timing of the resolution, settlement, and closure of audits is highly uncertain. We believe that we have adequately provided for any reasonably foreseeable outcome related to our tax audits and that any settlement will not have a material impact on our financial condition and operating results at this time.

11. 10. Net Loss per Share of Common Stock

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

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

	As of March 31,	As of March 31,	As of March 31,
	2024	2024	2023

	As of September 30,	
	2023	2022
Convertible notes		
Convertible notes		
Convertible notes	Convertible notes	26,042	5,588
Stock options	Stock options	31,258	26,822
Unvested RSUs and PVUs	Unvested RSUs and PVUs	29,636	29,943

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

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

Overview

Unity is the world's leading platform for creating and growing interactive, real-time 3D ("RT3D") content and experiences. Our comprehensive set of software, including AI solutions, supports creators through the entire development lifecycle as they build, run, and grow immersive, real-time 2D and 3D content for mobile phones, tablets, PCs, consoles, and augmented and virtual reality devices.

Our platform consists of two distinct, but connected and synergistic, complementary sets of solutions: Create Solutions and Grow Solutions. Solutions, which together comprise our strategic portfolio surrounding the Unity Engine, Cloud and Monetization.

Impact of Macroeconomic Trends and Geopolitical Events

Recent negative macroeconomic factors, such as high and persistent inflation, rising high interest rates, and limited credit availability have and could further cause economic uncertainty and volatility, which could harm our business. Further, continued softness of increased competition in the advertising market and ongoing restrictions related to the gaming industry in China have impacted our growth rates and may continue to do so. Ongoing geopolitical instability, particularly in Israel, where a significant portion of our Grow Solutions operations is located, may adversely affect our business.

Recent Developments in Our Business

In the third quarter of 2023, we announced changes to our pricing model for our Create Solutions, to become effective beginning Starting in 2024. We experienced a high volume of negative customer feedback including a boycott and a slow down of signing new contracts and renewals as a result of these changes. Customer responses did not materially impact our results for the third quarter of 2023, and while we expect a potential benefit from this change over the long term for Create Solutions, the ultimate impact on our business remains uncertain.

In the fourth quarter of 2023, we underwent a CEO change and began a comprehensive assessment of to reset our product portfolio and service offerings to focus on our core businesses, which we refer to as our "Strategic Portfolio": the Unity Engine, Cloud, and Monetization, while narrowing our investments in new businesses to those offerings most attractive, mainly industries beyond gaming. We also exited businesses where we do not believe that are most valuable we can provide unique value to customers or generate a sound return to investors. Specifically, we have limited our customers, Professional Services business to a few selected strategic engagements, we will shift our multiplayer business to orchestration and managed solutions, and we will stop the independent development of professional artistry tools, which are we will instead integrate into the core aspects Unity Editor and AI tools. In the first quarter of our Create 2024, we recognized approximately $34 million of revenue associated with these non-strategic portfolios and Grow Solutions. This assessment we expect that these amounts will likely lead us decline throughout the remainder of 2024.

In the first quarter of 2024, we substantially completed reductions to decide to discontinue certain offerings, reduce our workforce and reduce our office footprint. The This resulted in approximately $193 million in employee separation costs, primarily related to the acceleration and modifications of equity awards, and $19 million of non-employee charges associated with these reductions.

In the second quarter of 2024, we announced the hiring of our permanent Chief Executive Officer and President, Matthew Bromberg. Our ability to successfully transition the Chief Executive Officer role and to retain Mr. Bromberg and other senior executives could impact our operations and our business.

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Our ability to execute on these plans or execute them in a timely manner is critical to our success, and their timing and full impact of these types of changes on our future results of operations, cash flows, or financial condition are uncertain, and for those reasons we are currently unable to reasonably quantify the potential impacts through the fourth quarter of 2023.uncertain.

For additional details, refer to the section titled "Risk Factors."

Key Metrics

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

We have revised and restated these metrics to include inputs from our Strategic Portfolio only.

Customers Contributing More Than $100,000 of Revenue

We had 1,324 and 1,075had 1,243 and 1,214 customers contributing more than $100,000 of revenue in the trailing 12 months as of September 30, 2023 March 31, 2024 and 2022, 2023, respectively. The year over year increase was largely a result of the ironSource Merger. our core subscriptions growth. While these customers represented the substantial majority of revenue for the nine three months ended September 30, 2023 March 31, 2024 and 2022, 2023, respectively, no one customer accounted for more than 10% of our revenue for either period.

Dollar-Based Net Expansion Rate

Our ability to drive growth and generate incremental revenue depends, in part, on our ability to maintain and grow our relationships with our Create and Grow Solutions customers and to increase their use of our platform. We track our performance by measuring our dollar-based net expansion rate, which compares our Create and Grow Solutions revenue, excluding Strategic Partnerships and starting in the first quarter of 2023, Supersonic, from the same set of customers across comparable periods, calculated on a trailing 12-month basis. Had we excluded Supersonic in the fourth quarter of 2022, the dollar-based net expansion rate would have been 118%.

	As of	
	September 30, 2023	September 30, 2022
Dollar-based net expansion rate	102 %	111 %

	As of	
	March 31, 2024	March 31, 2023
Dollar-based net expansion rate	101 %	102 %

Our dollar-based net expansion rate as of September 30, 2023 March 31, 2024 and 2022, 2023, was driven primarily by the sales of additional subscriptions and services to our existing Create Solutions customers and cross-selling our solutions to all of our customers. The decrease in dollar-based net expansion rate, compared to the comparable prior year period, is primarily attributable to Grow Solutions, and follows a similar trend to the revenue decrease seen from those solutions prior to the ironSource Merger due to softness increased competition in the advertising market.

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The chart below illustrates that our dollar-based net expansion rate has been declining over the last year with a slight rebound in the fourth quarter of 2022 due to the ironSource Merger.

MD1.40 Q1'24 NER chart - V2.jpg

Results of Operations

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

		Three Months Ended September 30,		Nine Months Ended September 30,	
		2023	2022	2023	2022
		Three Months Ended March 31,			
		Three Months Ended March 31,			
		Three Months Ended March 31,			
		2024			
		2024			
		2024			
Revenue					
Revenue					
Revenue	Revenue	$ 544,210	$ 322,881	$ 1,578,049	$ 940,050
Cost of revenue	Cost of revenue	151,349	111,903	472,140	302,572
Cost of revenue					
Cost of revenue					
Gross profit					
Gross profit					
Gross profit	Gross profit	392,861	210,978	1,105,909	637,478
Operating expenses	Operating expenses				
Operating expenses					
Operating expenses					
Research and development					

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Research and development					
Research and development	Research and development	240,003	248,380	788,438	685,380
Sales and marketing	Sales and marketing	194,000	109,639	619,258	314,486
Sales and marketing					
Sales and marketing					
General and administrative					
General and administrative					
General and administrative	General and administrative	86,256	92,585	272,047	246,065
Total operating expenses	Total operating expenses	520,259	450,604	1,679,743	1,245,931
Total operating expenses					
Total operating expenses					
Loss from operations					
Loss from operations					
Loss from operations	Loss from operations	(127,398)	(239,626)	(573,834)	(608,453)
Interest expense	Interest expense	(6,154)	(1,135)	(18,425)	(3,369)
Interest income and other expense, net		16,013	2,208	38,689	91
Interest expense					
Interest expense					
Interest income and other income (expense), net					
Interest income and other income (expense), net					
Interest income and other income (expense), net					
Loss before income taxes	Loss before income taxes	(117,539)	(238,553)	(553,570)	(611,731)
Provision for Income taxes		7,771	11,468	18,767	20,003
Loss before income taxes					
Loss before income taxes					
Provision for (benefit from) Income taxes					
Provision for (benefit from) Income taxes					
Provision for (benefit from) Income taxes					
Net loss	Net loss	(125,310)	(250,021)	(572,337)	(631,734)
Net loss					
Net loss					

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

		Three Months Ended September 30,		Nine Months Ended September 30,	
		2023	2022	2023	2022
		Three Months Ended March 31,			
		Three Months Ended March 31,			
		Three Months Ended March 31,			
		2024			
		2024			
		2024			
Revenue					
Revenue					
Revenue	Revenue	100 %	100 %	100 %	100 %
Cost of revenue	Cost of revenue	28	35	30	32
Cost of revenue					
Cost of revenue					
Gross profit					
Gross profit					
Gross profit	Gross profit	72	65	70	68
Operating expenses	Operating expenses				
Operating expenses					
Operating expenses					
Research and development					
Research and development					
Research and development	Research and development	44	77	50	73
Sales and marketing	Sales and marketing	36	34	39	33
Sales and marketing					
Sales and marketing					
General and administrative					
General and administrative					
General and administrative	General and administrative	15	29	17	26
Total operating expenses	Total operating expenses	95	140	106	132
Total operating expenses					
Total operating expenses					
Loss from operations					
Loss from operations					

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Loss from operations	Loss from operations	(23)	(74)	(36)	(65)
Interest expense	Interest expense	(2)	—	(1)	—
Interest income and other expense, net		3	1	2	—
Interest expense					
Interest expense					
Interest income and other income (expense), net					
Interest income and other income (expense), net					
Interest income and other income (expense), net					
Loss before income taxes	Loss before income taxes	(22)	(73)	(35)	(65)
Provision for Income taxes		1	4	1	2
Loss before income taxes					
Loss before income taxes					
Provision for (benefit from) Income taxes					
Provision for (benefit from) Income taxes					
Provision for (benefit from) Income taxes					
Net loss	Net loss	(23) %	(77) %	(36) %	(67) %
Net loss					
Net loss					

Revenue

Create Solutions

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

Grow Solutions

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

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Through Supersonic, these game publishing services, we generate revenue from in-app advertising in published games and in some cases, in app purchase revenue.

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

		Three Months Ended September 30,		Nine Months Ended September 30,	
		2023	2022	2023	2022
Create Solutions	Create Solutions	$ 188,900	$ 189,178	$ 569,379	$ 518,316
Grow Solutions	Grow Solutions	355,310	133,703	1,008,670	421,734
Total revenue	Total revenue	$ 544,210	$ 322,881	$ 1,578,049	$ 940,050

The increase in total Total revenue decreased in the three and nine months ended September 30, 2023 March 31, 2024, compared to the comparable prior year periods, was primarily due to the acquisition and inclusion of revenue from ironSource within Grow Solutions. Revenue from Create Solutions was largely flat for the three months ended September 30, 2023, compared to the comparable prior period, primarily due to a decline decrease in Create Solutions revenue, driven by the consumption termination of the subscription agreement with Wētā FX Limited, and by a decrease in cloud and hosting services by our customers, revenue from reduced usage of those offerings, partially offset by an increase increases in core subscription revenue, from our subscription offerings. Revenue from Create Solutions increased which excludes Wētā. The decrease in the nine months ended September 30, 2023, compared to the comparable prior period, primarily due to growth total revenue was further driven by a decrease in new customers, as well as growth among existing customers. Revenue from Grow Solutions revenue, which was negatively impacted by increased in the three months ended September 30, 2023, compared to the comparable prior period, primarily because of the ironSource Merger, which includes the return of certain customer incentives issued by ironSource prior to the merger. competition.

Cost of Revenue, Gross Profit, and Gross Margin

Cost of revenue consists primarily of hosting expenses, personnel costs (including salaries, benefits, and stock-based compensation) for employees and subcontractors associated with our product support and professional services organizations, allocated overhead (including facilities, information

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technology ("IT"), and security costs), third-party license fees, and credit card fees, as well as hosting expenses, the amortization of intangible assets, and capitalized software and depreciation of related property and equipment.

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

Cost of revenue for the three and nine months ended September 30, 2023 increased, March 31, 2024 decreased, compared to the comparable prior year periods, period, primarily due to an increase a decrease of approximately $35 million and $89 million for the three and nine months ended September 30, 2023, respectively, $7 million in amortization expenses related to intangible assets acquired through the Wētā FX Limited contract that was terminated in 2023, and a decrease in our business combinations as well as higher personnel-related expenses. We also experienced an increase of approximately $7 million and $21 million for the three and nine months ended September 30, 2023, respectively, in hosting and other third-party related professional service expenses primarily due to in connection with our portfolio reset. Personnel costs were comparable period over period inclusive of employee separation costs in the inclusion first quarter of ironSource. 2024.

Operating Expenses

Our operating expenses consist of research and development, sales and marketing, and general and administrative expenses. The most significant component of our operating expenses is personnel-related costs, including salaries and wages, sales commissions, bonuses, benefits, stock-based compensation, and payroll taxes. Although personnel-related costs contributed In January 2024, we committed to a plan to eliminate approximately 25% of our workforce, and we mutually agreed to the majority departure of the increase in expense period over period primarily due to the increased headcount resulting from the founders of ironSource Merger, Ltd. Following these announcements, we have been evaluating our headcount needs, slowing down our hiring efforts, reducing the number of managerial layers, and focusing on containing the growth rate of other expenses. In May 2023, we announced a workforce reduction incurred incremental employee separation costs of approximately 8% $193 million in the first quarter of our then total workforce as we restructured specific teams in order to continue to position ourselves for long-term and profitable growth. Following this announcement, we incurred expenses 2024, largely driven by the modification of approximately $25 million in connection with the workforce reduction, of which we recorded $3 million in equity awards, including $15 million within cost of revenue, $14 million in $43 million within research and development expense, $6 million in $47 million within sales and marketing expense, and $2 million in $88 million within general and administrative expense. These personnel-related costs were the main driver of the increase in expenses were primarily related to employee transition, severance payments, and employee benefits. period over period. In addition, our annual compensation cycle was not completed until October 2023 and did not impact our costs for the three or nine months ended September 30, 2023.we incurred $19 million of non-employee charges associated with this restructuring.

Research and Development

Research and development expenses primarily consist of personnel-related costs for the design and development of our platform, IT hosting and SaaS expenses, and rent expenses. We expense research and development amortization expenses as they are incurred. related to intangible assets. We expect our research and development expenses to increase in absolute dollars and to fluctuate as a percentage of revenue from period to period in the long term, as we expand our teams to develop new solutions, expand features and functionality with existing solutions, and enter new markets. markets, but decrease in the short term as a result of the reset of our

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Strategic Portfolio. We expect research and development expenses to fluctuate as a percentage of revenue from period to period.

Research and development expense for the three months ended September 30, 2023 decreased, compared to the comparable prior year periods, due to lower personnel costs, partially offset by expenses resulting from the ironSource merger. Research and development expense for the nine months ended September 30, 2023 March 31, 2024 increased, compared to the comparable prior year period, primarily due to higher personnel-related expenses resulting from personnel costs which were comparable period over period inclusive of employee separation costs in the ironSource Merger. The increase was further driven, to a lesser extent, by higher hosting expenses. first quarter of 2024.

Sales and Marketing

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

Sales and marketing expense for the three and nine months ended September 30, 2023 March 31, 2024 increased, compared to the comparable prior year periods,period, primarily due to an increase in amortization expense related to intangible assets acquired through our business acquisitions of approximately $34 million and $113 million, respectively, and higher user acquisition costs and higher personnel-related expenses due to costs, driven by employee separation costs in the ironSource Merger.first quarter of 2024.

General and Administrative

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

General General and administrative expense for the three months ended September 30, 2023 decreased, compared to the comparable prior year period, primarily due to a decrease in professional fees. General and administrative expense for the nine months ended September 30, 2023 March 31, 2024 increased, compared to the comparable prior year period, primarily due to higher personnel-related expenses associated with costs, driven by employee separation costs in the ironSource Merger, which was partially offset by a decrease in professional fees.first quarter of 2024.

Interest Expense

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

Interest expense for the three and nine months ended September 30, 2023 increased, March 31, 2024 decreased, compared to the comparable prior year periods, period, due to accrued interest on our 2027 notes and a reduction in the amortization of debt issuance costs. costs, driven by the repurchase of the 2026 notes.

Interest Income and Other Expense, Income (Expense), Net

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

Interest income and other expense, income (expense), net, for the three and nine months ended September 30, 2023 March 31, 2024 increased, compared to the comparable prior year periods, period, primarily due to interest and dividend income earned a gain on our money market investments and time deposit accounts. the repurchase of convertible debt of $61.4 million in the first quarter of 2024.

Provision for (benefit from) Income Taxes taxes

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Provision for (benefit from) income taxes consists primarily of income taxes in certain foreign jurisdictions where we conduct business. We have a valuation allowance against certain of our deferred tax assets, including net operating loss ("NOL") carryforwards and tax credits related primarily to research

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and development. Our overall effective income tax rate in future periods may be affected by the geographic mix of earnings in the countries in which we operate. Our future effective tax rate may also be affected by changes in the valuation of our deferred tax assets or liabilities, or changes in tax laws, regulations, or accounting principles in the jurisdictions in which we conduct business. See Note 10, 9, "Income Taxes," of the Notes to Condensed Consolidated Financial Statements.

Provision for (benefit from) income taxes for the three and nine months ended September 30, 2023 decreased, March 31, 2024 increased, compared to the comparable prior year periods, period, primarily due to an increase in earnings in jurisdictions with a lower effective larger tax rate and certain tax benefit from our continued restructuring efforts made during in the nine months ended September 30, 2023.

first quarter of 2024 that enhanced our ability to offset deferred tax liabilities in the U.S. in future periods, thereby partially reducing the need for a valuation allowance.

Non-GAAP Financial Measures

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

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

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

Adjusted Gross Profit and Adjusted EBITDA

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

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

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

	Three Months Ended September 30,	
	2023	2022
GAAP gross profit	$ 392,861	$ 210,978
Add:		
Stock-based compensation expense	19,591	18,097
Amortization of intangible assets expense	35,191	7,713
Depreciation expense	2,892	1,720
Adjusted gross profit	$ 450,535	$ 238,508
GAAP gross margin	72 %	65 %
Adjusted gross margin	83 %	74 %

	Three Months Ended March 31,	
	2024	2023
GAAP gross profit	$ 315,993	$ 338,397
Add:		
Stock-based compensation expense	15,636	18,849
Amortization of intangible assets expense	26,997	34,265
Depreciation expense	2,744	2,364

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Restructuring and reorganization costs	15,213	119
Adjusted gross profit	$ 376,583	$ 393,994
GAAP gross margin	69 %	68 %
Adjusted gross margin	82 %	79 %

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

		Three Months Ended September 30, 2023	Three Months Ended March 31, 2024	Three Months Ended September 30, 2022	Three Months Ended March 31, 2024	Three Months Ended March 31, 2024	Three Months Ended March 31, 2024
GAAP net loss	GAAP net loss	$ (125,310)		$ (250,021)			
Stock-based compensation expense	Stock-based compensation expense	147,177		154,479			
Stock-based compensation expense							
Stock-based compensation expense							
Amortization of intangible assets expense							
Amortization of intangible assets expense							
Amortization of intangible assets expense	Amortization of intangible assets expense	99,220		33,419			
Depreciation expense	Depreciation expense	11,977		10,071			
Depreciation expense							
Depreciation expense							
Acquisition-related costs	Acquisition-related costs	—		9,576			
Acquisition-related costs							
Acquisition-related costs							
Restructuring and reorganization costs							
Restructuring and reorganization costs							
Restructuring and reorganization costs	Restructuring and reorganization costs	—		909			
Interest expense	Interest expense	6,154		1,135			
Interest income and other expense, net		(16,013)		(2,208)			
Income tax expense		7,771		11,468			
Interest expense							
Interest expense							

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Interest income and other income (expense), net			
Interest income and other income (expense), net			
Interest income and other income (expense), net			
Provision for (benefit from) income taxes			
Provision for (benefit from) income taxes			
Provision for (benefit from) income taxes			
Adjusted EBITDA	Adjusted EBITDA	$ 130,976	$ (31,172)
Adjusted EBITDA			
Adjusted EBITDA			

Free Cash Flow

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

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

	Nine Months Ended September 30,	
	2023	2022
Net cash provided by (used in) operating activities	$ 162,597	$ (10,370)

	Three Months Ended March 31,	Three Months Ended March 31,	
	2024	2024	2023
Net cash used in operating activities			
Less:	Less:		
Purchases of property and equipment			
Purchases of property and equipment			

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Purchases of property and equipment	Purchases of property and equipment	(44,560)	(42,344)
Free cash flow	Free cash flow	$ 118,037	$ (52,714)
Net cash provided by investing activities		$ 55,401	$141,564
Net cash provided by (used in) investing activities			
Net cash provided by (used in) investing activities			
Net cash provided by (used in) investing activities			
Net cash provided by (used in) financing activities	Net cash provided by (used in) financing activities	$(185,006)	$ 56,484

Liquidity and Capital Resources

As of September 30, 2023 March 31, 2024, our principal sources of liquidity were cash, and cash equivalents and short-term investments totaling $1.5 billion $1.2 billion, which were primarily held for working capital purposes. Our cash equivalents are invested primarily in government money market funds.

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

In connection with the ironSource Merger in November 2022, we issued the $1.0 billion in aggregate principal amount of 2.0% convertible senior notes due 2027, Notes, the proceeds of which were used to fund repurchases under our share repurchase program. We previously issued $1.7 billion in aggregate principal amount of 0% convertible senior notes due 2026 in November 2021, of which $480 million in aggregate principal was repurchased in March 2024 for $415 million (together with the 2027 Notes, the "Notes"). See Part I, Item I, Note 6, "Borrowings" "Borrowings" for additional discussion of the Notes.

In July 2022, our board of directors approved our Share Repurchase Program, share repurchase program, which authorized the repurchase of up to $2.5 billion of shares of our common stock in open market transactions through November 2024. 2024 (the "Share Repurchase Program"). As of September 30, 2023 March 31, 2024, $750 million remains available for future share repurchases under this program.

Since our inception, we have generated losses from our operations as reflected in our accumulated deficit of $2.8 billion $3.4 billion as of September 30, 2023 March 31, 2024. We expect to continue to incur operating losses on a GAAP basis for the foreseeable future due to the investments we will

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continue to make in research and development, sales and marketing, and general and administrative. As a result, we may require additional capital to execute our strategic initiatives to grow our business.

We believe our existing sources of liquidity will be sufficient to meet our working capital and capital expenditures for at least the next 12 months. We believe we will meet longer-term expected future cash requirements and obligations through a combination of cash flows from operating activities, available cash balances, and potential future equity or debt transactions. Our future capital requirements, however, will depend on many factors, including our growth rate; the timing and extent of spending to support our research and development efforts; capital expenditures to build out new facilities and purchase hardware and software; the expansion of sales and marketing activities; and our continued need to invest in our IT infrastructure to support our growth. In addition, we may enter into additional strategic partnerships as well as agreements to acquire or invest in complementary offerings, teams and technologies, including intellectual property rights, which could increase our cash requirements. As a result of these and other factors, we may choose or be required to seek additional equity or debt financing sooner than we currently anticipate. In addition, depending on prevailing market conditions, our liquidity requirements,

contractual restrictions, and other factors, we may also from time to time seek to retire or purchase our outstanding debt, including the Notes, through cash purchases and/or exchanges for equity securities, in open market purchases, privately negotiated transactions or otherwise. If additional financing is required from outside sources, we may not be able to raise it on terms acceptable to us, or at all, including as a result of macroeconomic conditions such as rising high interest rates, volatility in the capital markets and liquidity concerns at, or failures of, banks and other financial institutions. If we are unable to raise additional capital when required, or if we cannot expand our operations or otherwise capitalize on our business opportunities because we lack sufficient capital, our business, results of operations, and financial condition would be adversely affected.

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

	Nine Months Ended September 30,	
	2023	2022
Net cash provided by (used in) operating activities	$162,597	$ (10,370)
Net cash provided by investing activities	55,401	141,564

	Three Months Ended March 31,	
	2024	
Net cash used in operating activities		
Net cash provided by (used in) investing activities		
Net cash provided by (used in) financing activities	Net cash provided by (used in) financing activities	(185,006)

	Three Months Ended March 31,	
	2024	2023
Net cash used in operating activities		
Net cash provided by (used in) investing activities		
Net cash provided by (used in) financing activities		56,484

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Effect of foreign exchange rate changes on cash, cash equivalents, and restricted cash	Effect of foreign exchange rate changes on cash, cash equivalents, and restricted cash	(17,656)	(4,185)
Net change in cash, cash equivalents, and restricted cash	Net change in cash, cash equivalents, and restricted cash	$ 15,336	$183,493

Cash Provided by Used in Operating Activities

During During the nine three months ended September 30, 2023March 31, 2024, net cash provided by used in operating activities was primarily due to an increase in working capital as our business grows. capital. Our cash flows fluctuate from period to period due to revenue seasonality, timing of billings, collections, and publisher payments. Historical cash flows are not necessarily indicative of our results in any future period.

Cash Provided by Used in Investing Activities

During the nine three months ended September 30, 2023March 31, 2024, net cash provided by used in investing activities consisted primarily of proceeds received from the maturities of short-term investments, which was partially offset by purchases of property and equipment.

Cash Used in Financing Activities

During the nine three months ended September 30, 2023 March 31, 2024, net cash used in financing activities consisted of repurchases and retirement repayments of common stock, convertible notes, offset by the proceeds from the issuance of common stock under our employee equity plans.

Critical Accounting Policies and Estimates

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

There have been no material changes to our critical accounting policies and estimates from those disclosed in Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our Annual Report on Form 10-K for the year ended December 31, 2022 December 31, 2023, filed with the SEC on February 27, 2023 February 29, 2024.

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Item 3. Quantitative and Qualitative Disclosures About Market Risk

Our assessment of our exposures to market risk has not changed materially since the presentation set forth in Part II, Item 7A of our Annual Report on Form 10-K for the year ended December 31, 2022 December 31, 2023, filed with the SEC on February 27, 2023 February 29, 2024.

Item 4. Controls and Procedures

(a) Evaluation of Disclosure Controls and Procedures

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

(a) Evaluation of Disclosure Controls and Procedures

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

(b) Changes in Internal Control Over Financial Reporting

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

Except as noted above, there was no has not been any material change in our internal control over financial reporting during the quarter ended September 30, 2023 March 31, 2024 that has materially affected, or is reasonably likely to materially effect, our internal control over financial reporting.

PART II—OTHER INFORMATION

Item 1. Legal Proceedings

On July 6, 2022, a putative securities class action complaint was filed in U.S. District Court in the Northern District of California against the Company and certain of its executives (the "Securities Class Action"). The complaint was amended on March 24, 2023, and captioned In re Unity Software Inc. Securities Litigation, Case No. 5:22-cv-3962 (N.D. Cal.). On May 25, 2023, all defendants moved to dismiss the amended complaint. The plaintiffs filed an opposition to the motions to dismiss on July 26, 2023. The Company filed a response to the plaintiffs' opposition on September 1, 2023. On March 15, 2024, the court granted the Company's motion to dismiss the complaint, and on April 12, 2024, the plaintiffs' filed a second amended complaint. The operative complaint names as defendants Unity, its former Chief Executive Officer, Chief Financial Officer, and General Manager of Operate Solutions, as well as Unity shareholders, Sequoia Capital, Silver Lake Group, and OTEE 2020 ApS. David Helgason. The complaint asserts claims under Sections 10(b) and 20(a) of the Securities Exchange Act of 1934, and alleges that the Company and its executives made false or misleading statements and/or failed to disclose issues

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with the Company's product platform and the likely impact of those issues on the Company's fiscal 2022 guidance. The plaintiffs seek to represent a class of all persons and entities (other than the defendants) who acquired Unity securities between May 11, 2021 and May 10, 2022, and requests unspecified damages, pre- and post-judgment interest, and an award of attorneys' fees and costs. The Company believes this lawsuit is without merit and intends to continue to vigorously defend the case. On May 25, 2023, all defendants moved to dismiss the Amended Complaint. The plaintiffs filed an opposition to the motions to dismiss on July 26, 2023. The Company filed a response to the plaintiffs' opposition on September 1, 2023 and is currently awaiting a ruling on the motion to dismiss.

On November 22, 2022, a derivative suit, captioned Movva v. Unity Software, Inc., et al., Case 5:22-cv-07416 (N.D. Cal.) (the "Movva Suit"), was filed by a purported stockholder against eleven of the Company's current and former officers and directors. The complaint, which asserts claims for breach of fiduciary duty, waste of corporate assets, unjust enrichment, and violations of Section 14(a) of the Exchange Act, borrows the allegations of the Securities Class Action, and recasts them as derivative claims. On December 16, 2022, a related derivative suit, captioned Duong vs. Unity Software Inc., et al., Case 5:22-c-08926 (N.D. Cal.), was filed by a purported stockholder against the same defendants as in the Movva Suit (the "Duong Suit," and together with the Movva Suit, the "Federal Derivative Actions"). The two Federal Derivative Actions were consolidated after the parties jointly moved to do so. The Federal Derivative Actions have been stayed pending the outcome of the motions to dismiss in the Securities Class Action. On May 8, 2023, a stockholder derivative suit, captioned Wen v. Botha, et al., Case No. 2023-0499 (the “Wen Suit”), was filed in the Court of Chancery of the State of Delaware. The case was filed by a purported Unity stockholder against twelve of the Company's current and former officers and directors, and asserts claims for breach of fiduciary duty, aiding and abetting breach of fiduciary duty, unjust enrichment, and waste of corporate assets. As On December 15, 2023, a stockholder derivative suit, captioned Flesner v. Riccitiello, et al., Case No. 2023-1240 (the "Flesner Suit" and together with the Federal Wen Suit, the "Delaware Derivative Actions, the Wen suit borrows the allegations of the Securities Class Action, and recasts them as derivative claims. The Wen suit has also been stayed pending the outcome of the motion to dismiss in the Securities Class Action.

On August 8, 2022 Actions"), a putative class action complaint, captioned Assad v. Botha et al, Case No. 2022-0691, was filed in the Court of Chancery of the State of Delaware Delaware. The case was filed by a purported Unity stockholder against the Company and its board of directors. The complaint alleged that the directors breached their fiduciary duties by failing to disclose all material information necessary to allow stockholders to make a fully informed decision on whether to approve the issuance of new shares as a part twelve of the Company's preliminary Form S-4 filed in connection current and former officers and directors, and asserts claims for breach of fiduciary duty, aiding and abetting breach of fiduciary duty, and waste of corporate assets, as well as insider trading claims against the individual defendants. The two Delaware Derivative Actions were consolidated after the parties jointly moved to do so. As with the Company's merger with ironSource. Federal Derivative Actions, the Delaware Derivative Actions borrow the allegations of the Securities Class Action, and recast them as derivative claims. The plaintiff was a purported stockholder and sought Delaware Derivative Actions have been stayed pending the outcome of the motions to represent a class of stockholders voting dismiss in connection with the stock issuance. The complaint sought additional disclosure and an award of attorneys' fees, among other remedies. On September 21, 2022, the complaint was withdrawn. On March 15, 2023, the plaintiff filed an application for an award of attorneys' fees of $850,000, and the Company responded on May 1, 2023. During the fourth quarter of 2023, the Judge issued a ruling requiring the Company to pay $100,000, which the Company subsequently paid. Securities Class Action.

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

Item 1A. Risk Factors

Risks Related to Our Business, Operations, and Industry

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

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

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

Our efforts to achieve profitability may be costlier than we expect and may not be effective. Even if such investments increase our revenue, any such increase may not be enough to offset increased operating expenses even with cost-cutting expenses. Cost-cutting efforts, such as discontinuing certain product offerings, reducing our workforce or reducing our office footprint layoffs, which may not be effective or may not be effective on the timelines we expect.

If we fail to successfully execute our plans to reset our portfolio to focus on our Strategic Portfolio and to right-size our investments, our business will be harmed.

We have reset our portfolio to focus on the Unity Engine, Cloud and Monetization solutions as well as AI, exiting other businesses and right-sizing our investments. These efforts may not be effective or sufficient to offset our expenses, and may themselves have adverse impacts, such as loss of continuity or accumulated knowledge, inefficiency during transitional periods, distraction, and potential challenges operating our business with fewer resources. For example, in the first quarter of 2024 we reduced our employee workforce by approximately 25%, and certain members of our management team, including the ironSource founders, departed from their operational roles. The departure of these employees may create a loss of accumulated knowledge, inefficiency, and other challenges to operating our business. If we fail to efficiently execute on these plans to restructure, or if the benefits from these efforts are not achieved on the timeline we expect, we may fail to achieve or maintain profitability.

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

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

Overall growth of our revenue is difficult to predict and depends in part on our ability to execute on our integration of ironSource, and other growth strategies. For example, in the second and third quarters of 2022, our growth rate declined below our target long-term growth due to a variety of factors which could continue to impact our business. In addition, recent negative macroeconomic factors, such as high and persistent inflation and rising interest rates, limited credit availability and liquidity concerns at, or failures of, banks and other financial institutions have and may continue to negatively impact our business, as could continued softness of the advertising market and increased restrictions on the gaming industry in China.

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

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

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

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

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

We may fail to realize all of the anticipated possible synergies between our Create and Grow Solutions, including the benefits of the ironSource Merger, or those benefits synergies may take longer to realize than expected.

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

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

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

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

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

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their software or technology is not easily adapted to work with our platform, or we have difficulty retaining the customers of any acquired business. In addition, we have invested and may in the future invest in private companies and may not realize a return on our investments.

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

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

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

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

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

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

Create Solutions customers have no obligation to renew their subscriptions, which are primarily one to three years in length, after they expire, and have no obligation to continue using our Grow Solutions, which are primarily sold under revenue-share or profit-share-based models. In the third quarter of 2023 we announced changes to our pricing model for our Create Solutions, to which will become effective beginning for users of the next major release of the software expected to be available in 2024. We experienced a high volume of negative customer feedback including a boycott and a slow down slowdown of signing new contracts and renewals as a result of these changes. changes, which we believe negatively impacted our Grow Solutions revenue in the second half of 2023. If we fail to recover or reengage our customers or fail to attract new customers as a result of this announcement, our business could be harmed.

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Our Grow Solutions customers rely on us to attract a broad range of advertisers to our platform to generate demand for their impressions through our offerings such as LevelPlay, Unity Ads, and Sonic. If we are unable to also serve the needs of advertisers, they may reduce their consumption of our solutions and, because the advertising market is highly competitive, they may shift their business to other advertising solutions or supply paths, which could adversely affect our revenue.

All of our offerings are also subject to factors and events beyond our control. For example, macroeconomic Macroeconomic factors like labor shortages, supply chain disruptions, and inflation continue to cause logistical challenges, increased input costs, and inventory constraints for advertisers, and these advertisers. These factors are currently decreasing, have in the past decreased, and may in the future decrease or halt, advertiser spending.

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

It is also important for us to cross-sell more Create Solutions to our Grow Solutions customers, as well as Grow Solutions to our Create Solutions customers. While we believe there are significant cross-selling cross-

selling opportunities between our Create and Grow Solutions, and that our Create and Grow Solutions

work together synergistically, we have only recently focused our sales efforts on targeting cross-selling opportunities, and we cannot be sure that our efforts will to cross-sell may not be successful.

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

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

- the internal development of alternative solutions by a significant number of companies, including other gaming companies;
- lower prices or free solutions offered by our competitors, some of whom may offer more favorable payment terms to publishers;
- mergers, acquisitions and other strategic relationships amongst our competitors which may allow them to provide more comprehensive offerings or achieve greater economies of scale than us, and may introduce new competitors in our markets;
- intense competition within the gaming market which may impact our company and a significant number of our customers, who also operate in the gaming market;

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- the introduction of alternative solutions by larger, more experienced companies that offer 2D and 3D design solutions in the industries in which we may expand into; and
- rapid technological change, such as the rise of AI and machine learning, evolving industry standards, changing regulations, as well as changing customer needs, requirements and preferences.

Our competitors may have greater name recognition, longer operating histories, more established customer relationships, larger marketing budgets and greater financial and operational resources than we do. We cannot assure you that we will not be forced to engage in price-cutting or revenue limiting initiatives, change payment terms or increase our advertising and other expenses to attract and retain customers in response to competitive pressures. For example, in the third quarter of 2023 we announced changes to our pricing model for our Create Solutions, to which will become effective beginning for users of the next major release of the software expected to be available in 2024. We experienced a high volume of negative customer feedback including a boycott and a slow down slowdown of signing new contracts and renewals as a result of these changes. If we fail to recover or reengage our customers, or fail to attract new customers, as a result of this announcement, our business could be harmed..

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

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

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

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

Our expectations regarding potential future market opportunities that we may be able to address are subject to even greater uncertainty. For example, our expectations regarding future market opportunities in gaming depend, among other things, on the extent to which we are able to develop new solutions and features that expand the applicability of our platform. In addition, our expectations regarding future market opportunities represented by augmented reality and virtual reality applications are subject to uncertainties relating from the fact that such applications are at relatively early stages of development and may not grow at the rates we expect. The extent to which engineers, technicians or other potential users of our solutions in industries outside gaming are representative of other future market opportunities will depend on those industries having use cases that can be served by RT3D content. Our ability to address those opportunities will depend on our developing solutions that are responsive to those use cases.

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

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growth is subject to many risks and uncertainties. Accordingly, the estimates of market opportunity or forecasts of market growth we have made and may make should not be taken as indicative of our future growth.

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

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

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

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

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

Our growth strategy is based, in part, on expanding into new industries beyond gaming. The market for interactive RT3D and 2D content in industries beyond gaming is still developing, and it is uncertain whether this market will develop as we expect, how rapidly it will develop and how much it will grow. For example, our attempts to expand our market in the entertainment industry may be slowed by the ongoing labor strikes by the Writers' Guild of America and the Screen Actors Guild - American Federation of Television and Radio Artists, which have impacted the entertainment industry generally.

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

In addition, the investments we make to grow our business by expanding into new industries will continue to increase our costs and operating expenses on an absolute basis. We expect to invest significant research and development resources to develop and expand our solutions' functionality to meet the needs of customers in these industries, and we will need to increase our sales and marketing, legal and compliance and other efforts as we seek to expand into new industries that require a different go-to-market strategy than the gaming industry. These investments will occur in advance of our realization

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of significant revenue from such industries, particularly given that customers in these industries are typically enterprise customers with long contracting cycles, which will make it difficult to determine if we are allocating our resources effectively and efficiently. If the revenue we derive from these investments is not sufficient to achieve a return on investment, our business and results of operations would suffer.

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

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

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

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

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

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

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- fluctuations in demand for, usage of, or pricing of our platform;
- changes in mix of solutions purchased by our customers;

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

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

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

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

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

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

We rely on third parties, including our strategic partners, for various aspects of our business, including deep technology collaborations, co-marketing, advertising partners, development services agreements, and revenue share arrangements. Their actions may put our business, reputation, and brand

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

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

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

Our resellers may cease marketing or reselling our platform with limited or no notice and without penalty. Further, a substantial number of our agreements with resellers are non-exclusive such that those resellers may offer customers the solutions of several different companies, including solutions that compete with ours. Our resellers may favor our competitors' solutions or services over ours, including due to incentives that our competitors provide to

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resellers. One or more of our resellers could be acquired by one of our competitors, which could adversely affect our ability to sell through that reseller. If our resellers do not effectively sell, market or deploy our solutions, choose to promote our competitors' solutions, or otherwise fail to meet the needs of our customers, our ability to sell our solutions could be adversely affected.

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

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

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

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

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

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

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

Our agreements with our customers and other third parties may include indemnification provisions under which we agree to indemnify or otherwise be liable for losses suffered or incurred as a result of certain claims relating to or arising from our software, services, platform, our acts or omissions under such

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

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

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

Conditions in Israel, including political unrest, militarization and war, has impacted and may further adversely affect our operations.

Because many of the operations of Grow Solutions are conducted in Israel, many of our employees, including certain management members, are located in Israel. Political unrest, militarization, or continued war in Israel or the surrounding region has not materially impacted our operations as a whole, but has impacted our employee productivity in Israel, and may further adversely affect our business. Following attacks in Israel by Hamas, a U.S. designated terrorist organization, Israel formally declared war. In addition, there have also been rocket attacks by Hezbollah, also a U.S. designated terrorist organization, in the north of the country. Several hundred thousand Israeli military reservists have been were drafted into immediate military service. If While most reservists were released from active service, if a substantial number of our employees, key members of our management team, or employees of our service providers in Israel are conscripted into military service on a prolonged basis, our operations and result of operations, particularly of our Grow Solutions, may be harmed.

In the event that our facilities in Israel or facilities of providers of critical services to our operations in Israel are damaged, our ability to deliver or provide solutions and services in a timely manner to meet our contractual obligations towards with customers, partners and vendors or that and otherwise meet users' expectations, and our ability to continuously develop our solutions in order to be competitive, could be adversely affected. In addition, we may incur significant costs in order to resume operations and we may be unable to develop or implement adequate plans to ensure continuity of business functions. Our commercial insurance may not cover losses that may occur as a result of events associated with war and terrorism. Although the The Israeli government currently covers the reinstatement value of direct damages that are caused by terrorist attacks or acts of war, but we cannot assure you that such government coverage will be maintained or that it will sufficiently cover our potential damages. Any losses or damages incurred by us could harm our business.

In addition, some countries may impose restrictions on doing business with Israel or companies with operations in Israel. There have also been calls to boycott Israeli goods and services. Such efforts may impact the operations of Grow Solutions and harm our business.

The intensity and duration of Israel's current war against Hamas and the hostilities on the northern border are difficult to predict, as are their its impacts on Israel's economy in general and on our business and operations that are conducted in Israel.

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

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

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

- slower than anticipated availability and adoption of our platform by creators outside the U.S., for example, in China where we experienced softness in the first three quarters of throughout 2023;
- changes or instability in local or regional political, social or economic conditions, particularly in Israel where a significant portion of our Grow Solutions operations is located and which is experiencing an increase in militarization and geopolitical unrest;
- the need to adapt and localize our platform for specific countries;
- maintaining our company culture, which emphasizes developing and launching new and innovative solutions and which we believe is essential to our business, across all of our offices globally and requires aligning our values across cultures and viewpoints;
- difficulty collecting accounts receivable and potential for longer payment cycles;
- increased reliance on resellers and other third parties for our global expansion;

- burdens of complying with a variety of foreign laws, including costs associated with legal structures, accounting, statutory filings and tax liabilities;

- stringent and evolving regulations relating to privacy and data security and the unauthorized use of, or access to, commercial and personal information, particularly in Europe and China;
- differing and potentially more onerous labor regulations and practices, especially in Europe;
- challenges inherent in efficiently managing, and the increased costs associated with, an increased number of employees over large geographic distances, including the need to implement appropriate systems, policies, benefits, statutory equity requirements and compliance programs that are specific to each jurisdiction;
- unexpected changes in trade relations, regulations, laws or enforcement, including changes to export control restrictions, economic sanctions, and trade embargoes;
- difficulties in managing a business in new markets with diverse cultures, languages, customs, legal systems, alternative dispute systems, and regulatory systems;
- increased travel, real estate, infrastructure and legal compliance costs associated with multiple global locations and subsidiaries;
- currency exchange rate fluctuations and the resulting effect on our revenue and expenses, and the cost and risk of hedging transactions;
- higher levels of credit risk and payment fraud, particularly the risk that excessive fraudulent activity could harm our ability to meet credit card association merchant standards and our right to accept credit cards for payment;

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- restrictions on the transfer of funds, such as limitations on our ability to reinvest earnings from operations in one country to fund the capital needs of our operations in other countries;
- laws and business practices favoring local competitors or general market preferences for local vendors;
- reduced or uncertain intellectual property protection or difficulties obtaining, maintaining, protecting or enforcing our intellectual property rights, including foreign government interference with our intellectual property that resides outside of the U.S.;
- political instability, societal unrest, hostilities, war, or terrorist activities, including in Israel or the surrounding region where a significant portion of our Grow Solutions team is located; and subsequent retaliatory measures and sanctions;
- exposure to liabilities under anti-corruption and anti-money laundering laws, including the U.S. Foreign Corrupt Practices Act ("FCPA"), U.S. bribery laws, the United Kingdom ("U.K.") Bribery Act, and similar laws and regulations in other jurisdictions; and
- adverse tax burdens and foreign exchange controls that could make it difficult to repatriate earnings and cash.

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

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

Our accounts receivable are subject to collection and credit risks, which could impact our operating results. Our Create Solutions typically include upfront purchase commitments for a one- to three-year subscription, which may be invoiced over multiple reporting periods, increasing these risks. We rely on payments from advertisers in order to pay our Grow Solutions customers their revenue earned from Unity Ads, LevelPlay, and Sonic. We are generally obligated to pay our customers for revenue earned within a negotiated period of time, regardless of whether or not our advertisers have paid us on time, or at all. While we attempt to negotiate a longer payment period with our customers and shorter periods for our advertisers, we are not always successful. As a result, we can face a timing issue with our accounts payable on shorter cycles than our accounts receivable, requiring us to remit payments from our own funds, and accept the risk of bad debt. Businesses that are good credit risks at the time of sale may

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become bad credit risks over time. In times of economic recession, the number of our customers who default on payments owed to us tends to increase. Our operating results may be impacted by significant bankruptcies among customers, which could negatively impact our revenue and cash flows. We cannot assure you that our processes to monitor and mitigate these risks will be effective. If we fail to adequately assess and monitor our credit risks, we could experience longer payment cycles, increased collection costs and higher bad debt expense, and our business, operating results and financial condition could be harmed.

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

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

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

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

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

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

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

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

We have funded our operations since inception primarily with sales of our convertible preferred stock, common stock and convertible notes and with cash generated from sales of our Create Solutions and Grow Solutions and from our strategic partnerships. We cannot be certain when or if our operations will generate sufficient cash to fully fund our ongoing operations or the growth of our business. We intend to continue to make investments to support our business and may require additional funds to respond to business challenges, including the need to develop new solutions, products, services or enhance our existing solutions, products or services, enhance our operating infrastructure, expand globally and acquire complementary businesses and technologies. Additional financing may not be available on terms favorable to us, if at all. Macroeconomic conditions like inflation, rising interest rates, geopolitical tension, liquidity concerns at, and failures of, banks and other financial institutions, and supply chain issues have caused and may continue to cause disruption in the global financial markets, which may reduce our ability to access capital and negatively affect our liquidity in the future. If adequate funds are not available on acceptable terms, we may be unable to invest in future growth opportunities, which could harm our business, operating results, and financial condition. In addition, we may need to take other measures that would impact our liquidity. For example, under certain conditions we may be

required to repurchase the third-party interest in Unity China, which would impact our liquidity. If we incur additional debt the debt holders would have rights senior to holders of common stock to make claims on our assets, and the terms of any debt could restrict our operations, including our ability to pay dividends on our common stock. Furthermore, if we issue additional equity securities, stockholders will experience dilution, and the new equity securities could have rights senior to those of holders of our common stock. Our inability to obtain adequate financing on terms satisfactory to us, when we require it, could significantly limit our ability to continue to support our business growth, respond to business challenges, expand our operations or otherwise capitalize on our business opportunities due to lack of sufficient capital. Even if we are able to raise such capital, we cannot assure you that it will enable us to achieve better operating results or grow our business.

Risks Related to Our Platform and Technology

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

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

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

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

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

It may become increasingly difficult to maintain and improve our performance, especially during peak usage times and as our customer base grows and our platform becomes more complex. If our platform is unavailable or if our customers are unable to access our platform within a reasonable amount of time or at all, we may experience a loss of customers, lost or delayed market acceptance of our

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platform, delays in payment to us by customers, injury to our reputation and brand, legal claims against us, significant cost of remedying these problems and the diversion of our resources. In addition, to the extent that we do not effectively address capacity constraints, upgrade our systems as needed and continually develop our technology and network architecture to accommodate actual and anticipated changes in technology, our business, financial condition and results of operations, as well as our reputation, may be adversely affected. For example, due to heightened concerns about the regulatory environment with respect to privacy and security matters, our customers are increasingly requesting audit certifications, such as SOC 2, Type II, that we have not yet achieved with respect to some of our offerings. Failure to achieve these certifications may adversely impact our ability to grow our business at the pace that may be expected by our investors. Additionally, material interruptions to our service due to security-related incidents may expose us to regulatory fines in certain jurisdictions where we operate even in the absence of data loss.

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

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

We are increasingly building AI into many certain of our offerings, and issues raised by the use of AI in our offerings may adversely affect our business, reputation, or financial results.

We are increasingly building AI into many certain of our offerings, such as Unity Muse, an expansive platform for AI-driven assistance during creation, and Unity Sentis, which allows creators to embed an AI model in the Unity Runtime for their game or application, enhancing gameplay and other functionality. We continue to advance machine learning algorithms in our Grow Solutions, which are designed to enable us to provide customers with better performance. AI technologies are complex and rapidly evolving, and we face significant competition from other companies as well as an evolving regulatory landscape. The evolving regulatory landscape and our product development efforts may result in new or enhanced governmental or regulatory scrutiny, litigation, ethical concerns, or other complications that could adversely affect our business, reputation, or financial results. For example, the use of datasets to develop and be referenced by AI models, the content generated by AI systems, or the application of AI systems may be found to be insufficient, offensive, biased, or harmful, or violate current or future laws and regulations or third party third-party rights. In addition, AI/ML AI and machine learning ("ML") models may create flawed, incomplete, or inaccurate outputs, some of which may appear correct. If our technology is used by an end user in a controversial manner due to their perceived or actual impact on society, we may experience brand or reputational harm, competitive harm or legal liability.

In addition, market acceptance of AI technologies is uncertain, and we may be unsuccessful in product development efforts. Our solutions that use AI could fail to achieve market acceptance, or our competitors may use AI technologies more efficiently than we do. We may incur significant costs and may not achieve any significant revenue from these offerings. Any of these factors could adversely affect our business, reputation, or financial results.

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

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

Cyber-attacks, malicious internet-based activity, online and offline fraud, and other similar activities threaten the confidentiality, integrity, and availability of our sensitive information and information technology systems, and those of the third parties upon which we rely. Such threats are prevalent and continue to rise, are increasingly difficult to detect, and come from a variety of sources, including traditional computer "hackers," threat actors, "hacktivists"" organized criminal threat actors, personnel (such as through theft, misuse, or accident), sophisticated nation states, and nation-state-supported actors. For example, the increased hostilities and militarization in and around Israel, where a significant part of our Grow Solutions operations is based, may lead to an increase in politically motivated cyber-attacks which could impact our operations and harm our business.

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

Additionally, our or our customers' sensitive, proprietary, or confidential information could be leaked, disclosed, or revealed as a result of or in connection with our employees', personnel's, or vendors' use of generative AI technologies. Any such information that we input into a third-party generative AI or machine learning (“ML”) ML platform could be revealed to others, including if information is used to train the third party's AI/ML models. Additionally, where an AI/ML model ingests personal information and makes connections using such data, those technologies may reveal other sensitive, proprietary, or confidential information generated by the model. Moreover, AI/ML models may create incomplete, inaccurate, or otherwise flawed outputs, some of which may appear correct. We may use AI/ML outputs to make certain decisions. Due to these potential flaws, the model could lead us to make decisions that could bias certain individuals or classes of individuals and adversely impact their rights. As a result, we could face adverse consequences, including exposure to reputational and competitive harm, customer loss, and legal liability.

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

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

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

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

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

Additionally, we cannot be certain that our insurance coverage will be adequate for data security liabilities actually incurred, will cover any indemnification claims against us relating to any incident, will continue to be available to us on economically reasonable terms, or at all, or that any insurer will not deny coverage as to any future claim. The successful assertion of one or more large claims against us that exceed available insurance coverage, or the occurrence of changes in our insurance policies, including

premium increases or the imposition of large deductible or co-insurance requirements, could adversely affect our reputation, business, financial condition and results of operations.

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

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

The market in which we compete is subject to rapid technological change, evolving industry standards, and changing regulations, as well as changing customer needs, requirements and preferences. The success of our business will depend, in part, on our ability to adapt and respond effectively to these changes on a timely basis. For example, Apple has announced that it is working with us to further develop its Vision Pro offerings. If Apple's Vision Pro fails to gain market acceptance, or if our offerings used to advance Vision Pro fail to perform properly, our business could be harmed. Similarly, emerging technologies like artificial intelligence could impact the way that customers utilize our solutions as well as enhance the functionality of our solutions. Accordingly, our ability to increase our revenue depends in large part on our ability to maintain, improve and differentiate our existing platform and introduce new functionality promptly and effectively.

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

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

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

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

One of the most important features of our platform and solutions is broad interoperability with a range of diverse devices, operating systems and third-party applications. Our customers rely on our solutions to create and simultaneously deploy content to a variety of third-party platforms. Similarly, we and our customers also rely on our solutions' interoperability with third-party platforms in order to deliver services. Currently, we support and have strategic partnerships with over 20 such platforms. Third-party platforms are constantly evolving, and we may not be able to modify our solutions to assure compatibility with that of other third parties following development changes within a timely manner. For example, third-party platforms frequently deploy updates to their hardware or software and modify their system

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requirements. The success of our business depends on our ability to incorporate these updates to third-party licensed software into our technology, effectively respond to changes to device and operating system platform requirements, and maintain our relationships with third-party platforms. Our success also depends on our ability to simultaneously manage solutions on multiple platforms and our ability to effectively deploy our solutions to an increasing number of new platforms. Given the number of platforms we support, it can be difficult to keep pace with the number of third-party updates that are required in order to provide the interoperability our customers demand. If we fail to effectively respond to changes or updates to third-party platforms that we support, our business, financial condition, and results of operations could be harmed.

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

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

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

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

Our success depends to a significant degree on our ability to obtain, maintain, protect and enforce our intellectual property rights, including our proprietary technology, know-how and our brand. The steps we take to obtain, maintain, protect and enforce our intellectual property rights may be inadequate. We will not be able to protect our intellectual property rights if we are unable to enforce our rights or if we do not detect unauthorized use of our intellectual property rights. If we fail to protect our intellectual property rights adequately, or fail to continuously innovate and advance our technology, our competitors could gain access to our proprietary technology and develop and commercialize substantially identical products, services or technologies. In addition, defending our intellectual property rights might entail significant expense. Any patents, trademarks or other intellectual property rights that we have or may obtain may be

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

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

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

We license and make available software to customers. Although those customers are restricted in the manner in which they can use and share our software, we cannot assure you that unauthorized use or

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copying of our software will not occur. We rely on periodic significant updates to our software to encourage our customers to access our software through us on a paying or, for qualified users, non-paying, basis. However, we cannot assure you that this strategy will be effective in ensuring that users are not circumventing licensing or usage restrictions or otherwise misusing or accessing our software on an unauthorized basis.

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

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

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

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

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

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

Even if the claims do not result in litigation or are resolved in our favor, there could be public announcements of the results of hearings, motions or other interim proceedings or developments and if

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securities analysts or investors perceive these results to be negative, it could have a substantial adverse effect on the price of our common stock. We expect that the occurrence of infringement claims is likely to grow as the market for our solutions grow. grows. Accordingly, our exposure to damages resulting from infringement claims could increase, and this could further exhaust our financial and management resources.

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

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

Risks Related to Our Management, Talent, and Brand

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

Our success and future growth depend upon the continued services of our management team and other key employees. Changes in our management team could disrupt our business. For example, in the second quarter of 2024 we appointed Matthew Bromberg as our President and Chief Executive Officer and to our board of directors, effective May 15, 2024. Mr. Bromberg is replacing James Whitehurst, who served as Interim Chief Executive Officer from October 2023. Mr. Whitehurst will remain employed by us and as a member of our board of directors. Any inability to successfully transition the Chief Executive Officer role or retain Mr. Bromberg or other senior executives could disrupt our operations and harm our business. We also are dependent on the continued service of our existing software engineers because of the complexity of our solutions. The loss of one or more members of our senior

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management or key employees could harm our business, and we may not be able to find adequate replacements. For example, in October 2023 John Riccitiello retired from his prior role as our President and Chief Executive Officer and resigned from our board of directors. Our board of directors appointed James Whitehurst as Interim Chief Executive Officer and a member of our board of directors. Our board of directors is currently engaged in a search process for a permanent Chief Executive Officer and any inability to successfully transition the Chief Executive Officer role and/or attract a permanent successor for such role could adversely impact our business. Additionally, we cannot ensure that we will be able to retain the services of any members of our senior management or key employees. For example, certain of our senior management members hold shares that subject them to potential taxation based on an Israeli tax ruling we obtained in connection with the ironSource Merger. Noncompliance with such tax ruling may result in adverse tax consequences to them which could harm their morale and that of their teams, and ultimately harm our business.

In addition, we must attract and retain highly qualified personnel. We have had difficulty quickly filling certain open positions in the past, and despite recent reevaluation of recently reevaluating our headcount needs, slowing down our hiring efforts, and reductions in reducing our headcount, we expect to have significant future hiring needs.

Competition is intense, particularly in the San Francisco Bay Area, Tel Aviv, and other areas in which we have offices, for engineers experienced in designing and developing cloud-based platform solutions, data scientists with experience in machine learning and artificial intelligence and experienced sales professionals. As a global workforce, we must align our company values across employees from different cultures and value systems. Failure to successfully create a cohesive company culture could harm our ability to attract and retain talent.

We have established plans for employees to return to our offices on a hybrid basis, which may add to the complexity and costs of our business operations and could result in unwanted attrition of employees. In addition, the recent move by companies to offer remote work environments or different variations of hybrid work environments may increase the competition for such employees from competitors outside of our traditional office locations. Many of the companies with which we compete for experienced personnel have greater resources than we have. If we hire employees from competitors or other companies, their former employers may attempt to assert that these employees or we have breached their legal obligations, resulting in a diversion of our time and resources. In light of the conditions in Israel, some of our employees there may be required to work remotely on a prolonged basis, which may harm their productivity and therefore our business.

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

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

We believe that maintaining and enhancing our brand reputation is important to support the marketing and sale of our platform to new and existing customers, and grow our strategic partnerships. We also believe that the importance of brand recognition will increase as competition in our market increases. Successfully maintaining and enhancing our brand will depend largely on the effectiveness of our marketing efforts, our ability to offer a reliable platform that continues to meet the needs and preferences of our customers at competitive prices, our ability to maintain our customers' trust, our ability to

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continue to develop new functionality to address a wide variety of use cases and our ability to successfully differentiate our platform from competitors. We have in the past and may in the future experience public scrutiny of our business decisions and announcements. For example, in the third quarter of 2023 we announced changes to our pricing model, which caused public scrutiny of our decision making, announcement and terms of service, all of which harmed our brand reputation and may negatively impact impacted our business.

Our ability to manage potential social and ethical issues arising out of emerging technologies including artificial intelligence could impact our brand and customer adoption of our solutions. Our brand promotion activities may not generate customer awareness or yield increased revenue, and even if they do, any increased revenue may not offset the expenses we incur in building our brand. If we fail to successfully promote and maintain our brand, our business, financial condition and results of operations may suffer.

Risks Related to Laws, Regulations, and the Global Economy

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

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

Internationally, most Most jurisdictions in which we or our customers operate have adopted privacy and data security laws. For example, European privacy and data security laws, including the European Union's General

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

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Globally, In addition, certain jurisdictions have enacted laws that may require data localization and have imposed requirements for cross-border transfers of personal information. For example, the cross-border transfer landscape in Europe remains unstable despite an agreement between the U.S. and Europe, and other countries outside of Europe have enacted or are considering enacting cross border data transfer restrictions and laws requiring data residency. The EU GDPR, UK GDPR, and other European privacy and data security laws generally prohibit the transfer of personal information to countries outside the European Economic Area ("EEA"), such as the U.S, that are not considered by some authorities as generally providing an adequate level of data protection. Although there are currently The various mechanisms that may be used to transfer personal information from the EEA and the United Kingdom to the U.S. in for compliance with law, such as the EEA these data localization and the UK's standard contractual clauses, the UK's International Data Transfer Agreement / Addendum, and the EU-U.S. Data Privacy Framework, these mechanisms other requirements are subject to legal challenges. The challenges, and the future of cross-border data transfers remains uncertain in light of the evolving regulatory landscape, both within and outside of Europe, which could increase the cost and complexity of doing business. If we cannot maintain a valid mechanism for cross-border personal information transfers, we may face increased exposure to regulatory actions, litigation, penalties, and data processing restrictions or bans, and reduce reduced demand for our services. Loss of our ability to import personal information from Europe and elsewhere may also require us to increase our data processing capabilities outside the U.S. at significant expense.

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

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

There is We also increasing focus at the state and federal level on use of sensitive categories of data that we may be deemed to collect from time to time. For example, several states and localities have enacted statutes banning or restricting the collection of biometric information and have enacted measures related to the use of AI and ML in products and services. We use AI, including generative AI, and ML technologies in our products and services. The development and use of AI/ML present various privacy and data security risks that may impact our business. AI/ML are subject to privacy and data security laws, as well as increasing regulation and scrutiny. Several jurisdictions worldwide, including Europe and certain U.S. states, have proposed or enacted laws governing AI/ML. For example, the European Union is deliberating over legislation that would impose obligations on various actors in the AI value chain, and we expect other jurisdictions will

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adopt similar laws. Additionally, certain privacy and data security laws extend rights to consumers and regulate automated decision making in ways that may be incompatible with our use of AI/ML. These obligations may make it harder for us to conduct our business using AI/ML, lead to regulatory fines or penalties, require us to change our business practices, retrain our AI/ML, delete our models, or prevent or limit our use of AI/ML. For example, the FTC has required other companies to turn over (or disgorge) valuable insights or trainings generated through the use of AI/ML, as well as to delete algorithms and models derived from or trained on allegedly unlawfully collected data, where it has alleged the company has violated privacy and consumer protection laws. If we cannot use AI/ML or that use is restricted, our business may be less efficient, and we may be at a competitive disadvantage.

In addition, some of our solutions employ technology to help creators build augmented and virtual reality applications, and their use to recognize and collect information about individuals could be perceived as subject to the emerging regulations relating to biometric privacy laws. Although we aim to comply with these emerging laws, our actual Actual or perceived noncompliance may expose us to litigation and regulatory risks. There are emerging cases applying existing privacy and data security laws in the U.S., such as the federal and state wiretapping laws, in novel and potentially impactful ways that may affect our ability to offer certain solutions. The outcome of these cases could cause us to make changes to our solutions to avoid costly litigation, government enforcement actions, damages, and penalties under these laws, which could adversely affect our business, results of operations, and our financial condition.

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

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

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

In addition, legislative proposals and present laws and regulations regulate the use of cookies and other tracking technologies, electronic communications, and marketing. For example, in the EEA and the

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

Although we endeavor to comply with these obligations, we may have actually or allegedly failed to do so or have otherwise processed data improperly. For example, in 2019, we became aware of a research paper alleging that our software, including an older version of the Unity Editor, was inappropriately configured to collect hardware-based persistent identifiers, or MAC addresses. Although we did not use this information to measure behavior or track individuals as alleged by the researchers and we have disabled the configuration described in the paper, we could be subject to enforcement action or litigation alleging that this instance or our other data processing practices violate policies, federal or state laws prohibiting unfair or deceptive business practices, or other privacy laws. The requirements imposed by rapidly changing privacy and data security laws, platform providers, and application stores require us to dedicate significant resources to compliance, and could also limit our ability to operate, harm our reputation, reduce demand for our solutions, and subject us to regulatory enforcement action, private litigation, and other liability. Such occurrences could adversely affect our business, financial condition, and results of operations.

Our customers have sought increasingly stringent contractual obligations regarding privacy and data security. These contractual obligations, and our efforts to comply with them, could be costly and harm our business.

In response to the increasing restrictions of global privacy and data security laws, our customers have sought and may continue to seek increasingly stringent contractual assurances regarding our handling of personal information and may adopt internal policies that limit their use of our Grow Solutions. In addition, privacy advocates and industry groups have regularly proposed, and may propose in the future, self-regulatory standards by which we are legally or contractually bound. If we fail to comply with these contractual obligations or standards, we may face substantial contractual liability or fines.

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

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

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

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

Because our continued business operations in China, including our joint venture in China, constitute a significant part of our current and future revenue growth plans, adverse changes in economic and

political policies relating to China could have an adverse effect on our business. An escalation of recent trade tensions between the U.S. and China has resulted in trade restrictions that harm our ability to participate in Chinese markets. For example, U.S. export control regulations relating to China have created restrictions with respect to the sale of our solutions to various Chinese customers and further changes to regulations could result in additional restrictions. Additionally, proposed restrictions in the U.S. on outbound investment may impair our ability to support our subsidiaries in China, including our majority owned joint venture. China also regulates the gaming industry, including on mobile and other games which has impacted our growth rates and any changes by the Chinese government with respect to the gaming industry could have a negative impact on our business. Sustained uncertainty about, or worsening of, current global economic conditions and further escalation of trade tensions between the U.S. and its trading partners, especially China, could result in a global economic slowdown and long-term changes to global trade, including retaliatory trade restrictions that further restrict our ability to operate in China.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- changes in the relative amounts of income before taxes in the various jurisdictions in which we operate that have differing statutory tax rates;

- changes in tax laws, tax treaties, and regulations or the interpretation of them, including Pillar One and Pillar Two related taxes as proposed by the OECD; OECD and which are being implemented by many jurisdictions in which we operate beginning in 2024. At this time, we do not expect Pillar 2 legislation to have a material impact to our consolidated financial statement;
- changes to our assessment of our ability to realize our deferred tax assets that are based on estimates of our future results, the feasibility of possible tax planning strategies, and the economic and political environments in which we do business;
- the outcome of current and future tax audits, examinations or administrative appeals; and
- limitations or adverse findings regarding our ability to do business in some jurisdictions.

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

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

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

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

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

As of December 31, 2022 December 31, 2023, we had net operating loss ("NOL") carryforwards for U.S. federal, state, and foreign purposes of $785.8 million $642 million, $415.0 million $398 million, and $1.1 billion $936 million, respectively, which may be available to offset taxable income in the future, and portions of which expire in various years beginning in 2024. 2025. A lack of future taxable income would adversely affect our ability to utilize a portion of these NOLs before they expire. Under the current law, federal NOLs incurred in tax years beginning after December 31, 2017, may be carried forward indefinitely, but the deductibility of such federal NOLs, is limited to 80% of taxable income. In addition, under Sections 382 and 383 of the Internal Revenue Code of 1986, as amended (the "Code"), a corporation that undergoes an "ownership change" (as defined under Section 382 of the Code and applicable Treasury Regulations) is subject to limitations on its ability to utilize its pre-change NOL carryforwards and certain other tax attributes to offset post-change taxable income or taxes. We may experience future ownership changes that could affect our ability to utilize our NOL carryforwards to offset our income. Furthermore, our ability to utilize NOL carryforwards of companies that we have acquired or may acquire in the future may be subject to limitations. In addition, at the state level, there may be periods during which the use of NOL carryforwards is suspended or otherwise limited, which could accelerate or permanently increase state taxes owed. For these reasons, we may not be able to utilize all of the NOLs, even if we attain profitability, which could potentially result in increased future tax liability to us and could adversely affect our operating results and financial condition.

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

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

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

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

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

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

We are subject to a variety of laws in the U.S. and abroad that affect our business, including state and federal laws regarding consumer protection, advertising, electronic marketing, protection of minors, AI, privacy and data security, data localization requirements, online services, anti-competition, labor, real estate, taxation, intellectual property ownership and infringement, export and national security, tariffs, anti-corruption and telecommunications, all of which are continuously evolving and developing, many of which are discussed in greater detail above. The scope and interpretation of the laws that are or may be applicable to us are often uncertain and may be conflicting, particularly laws outside the U.S., and compliance with laws, regulations and similar requirements may be burdensome and expensive. Laws and regulations may be inconsistent from jurisdiction to jurisdiction, which may increase the cost of compliance and doing business. Any such costs, which may rise in the future as a result of changes in these laws and regulations or in their interpretation, could make our platform less attractive to our customers or cause us to change or limit our ability to sell our platform. Despite our policies and procedures designed to ensure compliance with applicable laws and regulations, our Our employees, contractors, or agents may violate such laws and regulations or our policies and procedures, which could harm our business.

In particular, For example, as a result of our Grow Solutions, we are potentially subject to a number of foreign and domestic laws and regulations that affect the offering of certain types of content, such as that which depicts violence, many of which are ambiguous, still evolving and could be interpreted in ways that could harm our business or expose us to liability. In addition, there are ongoing academic, political and regulatory discussions in the U.S., Europe, Australia and other various jurisdictions regarding whether certain game mechanisms, such as loot boxes, and game genres, such as social casino, rewarded gaming and gambling, should be subject to a higher level or different type of regulation than other game genres or mechanics to protect consumers, in particular minors and persons susceptible to addiction, and, if so, what such regulation should include. New regulation by the U.S. federal government and its agencies, such as the Federal Trade Commission ("FTC"), U.S. states and state agencies or foreign jurisdictions, which may vary significantly across jurisdictions, could require that certain game content be modified or removed from games, increase the costs of operating our customer's games, impact player engagement and thus the functionality and effectiveness of our Grow Solutions or otherwise harm our business performance. For example, one of

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our acquired products within our Grow Solutions, Tapjoy's Offerwall, is subject to certain obligations under a consent order which resulted from an FTC investigation. Noncompliance with this consent order, or other future orders, may result in the imposition of substantial fines, penalties and costs that would adversely impact our financial condition and operating results. It is difficult to predict how existing or new laws may be applied. If we become liable, directly or indirectly, under these laws or regulations, we could be harmed, and we may be forced to implement new measures to reduce our exposure to this liability. This may require us to expend substantial resources or to modify our Grow Solutions, which would harm our business, financial condition and results of operations. In addition, the increased attention focused upon liability issues as a result of lawsuits and legislative proposals could harm our reputation or otherwise impact the growth of our business. Any costs incurred as a result of this potential liability could harm our business, financial condition, or results of operations.

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

Risks Related to Our Convertible Notes

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

Servicing In November 2022, we issued $1.0 billion in aggregate principal amount of 2.0% convertible senior notes due 2027 (the "2027 Notes"), and in November 2021 we issued $1.7 billion in aggregate principal amount of 0% convertible senior notes due 2026 (the "2026 Notes," together with the 2027 Notes, the "Notes"). In March 2024, we repurchased approximately $480 million aggregate principal amount of our 2026 Notes in privately negotiated transactions with holders of the 2026 Notes and as of March 31, 2024, we had approximately $1.2 billion aggregate principal amounts of 2026 Notes outstanding. We are subject to a variety of risks related to the Notes, such as:

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

In addition,

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

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

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

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

In the event • the conditional conversion feature of the 2026 Notes, is if triggered, holders and the conversion feature of the 2027 Notes will be entitled under each indenture to convert their notes at any time during specified periods at their option. If one or more holders elect to convert their Notes, unless may adversely affect our liquidity if we elect to satisfy our conversion obligation by delivering solely shares of our common stock (other than paying cash in lieu of delivering any fractional share), we would be are required to settle a portion or all of our conversion obligation through the payment of cash, which could adversely affect our liquidity. As of September 30, 2023, the Notes are not convertible at the option of the holder. In addition, even if holders do not elect to convert their Notes, we could be required under applicable accounting rules to reclassify all or a portion of the outstanding principal of the Notes as a current rather than long-term liability, which would result in a material reduction of our net working capital. cash.

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

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

The conditional conversion feature of the 2026 Notes, if triggered, and the conversion feature of the 2027 Notes may adversely affect our financial condition and operating results.

In the event the conditional conversion feature of the 2026 Notes is triggered, holders of the 2026 Notes will be entitled under the indenture governing the 2026 Notes to convert their 2026 Notes at any time during specified periods at their option. Holders of the 2027 Notes are entitled under the indenture governing the 2027 Notes to convert their 2027 Notes at any time prior to maturity. If one or more holders elect to convert their 2026 Notes, unless we elect to satisfy our conversion obligation by delivering solely shares of our common stock (other than paying cash in lieu of delivering any fractional share), we would be required to settle a portion or all of our conversion obligation through the payment of cash, which could adversely affect our liquidity. As of March 31, 2024, the 2026 Notes are not convertible at the option of the holder. In addition, even if holders do not elect to convert their 2026 Notes, we could be required under

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applicable accounting rules to classify or reclassify all or a portion of the outstanding principal of the 2026 Notes as a current rather than long-term liability, which would result in a material reduction of our net working capital.

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

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

Risks Related to Ownership of Our Common Stock

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

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

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

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

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

The proceeds from the PIPE issuance and sale of the 2027 Notes (the "PIPE") have been and are expected to be continued to be used to partially fund the repurchase of up to $2.5 billion of shares of our common stock pursuant to our previously announced stock repurchase program, with the objective to offset potential dilution to our stockholders, including dilution as a result of the issuance of the ironSource Merger consideration. However, we are not obligated to repurchase any shares of our common stock and there is no assurance that we will do so on the timeline intended. As of September 30, 2023March 31, 2024, $750 million remains available for future share repurchases under this program.

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

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lower than the conversion price of the 2027 Notes, any anti-dilutive effect of such repurchases may be less than expected and dilution resulting from the issuance of merger consideration may be more than expected.

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

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

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

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

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

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

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

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

As a public company, we incur significant legal, accounting, and other expenses. The Sarbanes-Oxley Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act, the listing requirements of the NYSE, and other applicable securities rules and regulations impose various requirements on public companies. Our management and other personnel devote a substantial amount of time to compliance with these requirements. Moreover, these rules and regulations may change from time to time. Monitoring such changes, and updating our procedures to comply with any such changes, may increase our legal

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and financial compliance costs and will make some activities more time-consuming and costly. We cannot predict or estimate the totality of any such additional costs we incur as a public company or the specific timing of such costs.

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

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

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internal control over financial reporting. Moreover, our business may be harmed if we experience problems with any new systems and controls that result in delays in their implementation or increased costs to correct any post-implementation issues that may arise.

If we are unable to conclude that our In addition, management's assessment of internal control controls over financial reporting is effective, may identify weaknesses and conditions that need to be addressed or if our independent registered public accounting firm determines we have a material weakness other potential matters that may raise concerns for investors. Any actual or significant deficiency perceived weaknesses and conditions that need to be addressed in our internal control over financial reporting we could lose investor confidence in the accuracy and completeness or disclosure of management's assessment of our internal controls over financial reports, reporting may have an adverse impact on the market price of our common stock could decline, and we could be subject to sanctions or investigations by the SEC or other regulatory authorities, and we could lose access to the capital markets.

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

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stock.

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

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

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

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

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

Unregistered Sales of Equity Securities

None.

Use of Proceeds

None.

Issuer Purchases of Equity Securities

The following table provides information with respect to the shares of common stock we repurchased in open market transactions during the three months ended September 30, 2023 (in thousands, except share and per share data): None.

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	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs (1)
July 1 - July 31, 2023	—	$ —	—	$ —
August 1 - August 31, 2023	2,134,138	$ 33.92	2,134,138	$ 927,614
September 1 - September 30, 2023	5,424,277	$ 32.74	5,424,277	$ 750,000
Total	7,558,415		7,558,415	

(1) In July 2022, our board of directors approved our Share Repurchase Program, which authorized the repurchase of up to $2.5 billion of shares of our common stock through November 2024.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

None.

Rule 10b5-1 Trading Plans

The adoption or termination of contracts, instructions or written plans for the purchase or sale of our securities by our directors and officers (as defined in Rule 16a-1(f) under the Exchange Act) for the three months ended March 31, 2024, each of which is intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) under the Exchange Act, were as follows:

Name	Title	Action	Date Adopted	Expiration Date	Aggregate # of Securities to be Purchased/Sold
Tomer Bar-Zeev (1)	Director	Adopted	February 29, 2024	December 21, 2024	1,450,000
Michelle Lee (2)	Director	Adopted	March 13, 2024	September 18, 2024	3,200
Robynne Sisco (2)	Director	Adopted	March 5, 2024	June 5, 2025	14,700

(1) Mr. Bar-Zeev's plan provides for the potential sale of shares of our common stock held in account. The plan expires on the date shown above, or upon the earlier completion of all authorized transactions under the plan.

(2) Each of Ms. Lee's and Ms. Sisco's plans provides for the potential sale of our common stock currently held in account and future vesting events. The plans expire on the respective dates shown above, or upon the earlier completion of all authorized transactions under the plans.

Item 6. Exhibits

EXHIBIT INDEX

Exhibit Number	Description of Exhibit	Incorporated by Reference			
		Form	File Number	Exhibit	Filing Date

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2.1	Agreement and Plan of Merger, dated as of July 13, 2022, by and among Unity, Merger Sub and ironSource.	8-K	001-39497	2.1	July 15, 2022
3.1	Amended and Restated Certificate of Incorporation of the Registrant	8-K	001-39497	3.1	September 22, 2020
3.2	Amended and Restated Bylaws of the Registrant	8-K	001-39497	3.2	September 8, 2023
10.1*	Unity Software Inc. 2020 Equity Incentive Plan and related form agreements				
10.2*	Unity Software Inc. IronSource Share Incentive Plan and related form agreements				
31.1*	Section 302 Certification of Principal Executive Officer				
31.2*	Section 302 Certification of Principal Financial Officer				
32.1*#	Section 906 Certification of Principal Executive Officer and Principal Financial Officer				
101.INS	Inline XBRL Instance Document—the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.				
101.SCH*	Inline XBRL Taxonomy Extension Schema Document				
101.CAL*	Inline XBRL Taxonomy Extension Calculation Linkbase Document				
101.DEF*	Inline XBRL Taxonomy Extension Definition Linkbase Document				
101.LAB*	Inline XBRL Taxonomy Extension Label Linkbase Document				
101.PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase Document				
104	Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101)				

* Filed herewith.

\# The certifications attached as Exhibit 32.1 accompany this Quarterly Report on Form 10-Q pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, and shall not be deemed “filed” by the Registrant for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and are not to be incorporated by reference into any of the Registrant's filings under the Securities Act of 1933, as amended, irrespective of any general incorporation language contained in any such filing.

The agreements and other documents filed as exhibits to this Quarterly Report on Form 10-Q are not intended to provide factual information or other disclosure other than with respect to the terms of the agreements or other documents themselves, and you should not rely on them for that purpose. In particular, any representations and warranties made by us in these agreements or other documents were made solely within the specific context of the relevant agreement or document and may not describe the actual state of affairs as of the date they were made or at any other time.

		Incorporated by Reference			
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3.2	Amended and Restated Bylaws of the Registrant	8-K	001-39497	3.2	September 8, 2023
10.1*	Separation Agreement, dated January 9 2024 by and between Unity Software Inc. and Tomer Bar-Zeev				
10.2*	Separation Agreement, dated February 14, 2024, by and between Unity Technologies SF. and Clive Downie				
10.3*	Executive Severance Plan				
10.4*	Confirmatory Offer Letter dated January 12, 2024, by and between Unity Technologies SF. and Felix The				

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101.DEF*	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB*	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101)
*	Filed herewith.
#	The certifications attached as Exhibit 32.1 accompany this Quarterly Report on Form 10-Q pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, and shall not be deemed "filed" by the Registrant for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and are not to be incorporated by reference into any of the Registrant's filings under the Securities Act of 1933, as amended, irrespective of any general incorporation language contained in any such filing.
	The agreements and other documents filed as exhibits to this Quarterly Report on Form 10-Q are not intended to provide factual information or other disclosure other than with respect to the terms of the agreements or other documents themselves, and you should not rely on them for that purpose. In particular, any representations and warranties made by us in these agreements or other documents were made solely within the specific context of the relevant agreement or document and may not describe the actual state of affairs as of the date they were made or at any other time.

SIGNATURES

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

UNITY SOFTWARE INC.

Date: November 9, 2023 May 9, 2024

By: /s/ Mark Barrysmith

Mark Barrysmith

Chief Accounting Officer

(Principal Accounting Officer and Duly Authorized Signatory)

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Exhibit 10.1

MUTUAL SEPARATION AGREEMENT

This Separation Agreement **("Agreement")** is entered into by and between IronSource Ltd., a company registered in Israel under number 514643626 of 121 Menachem Begin St., Tel Aviv, **("Company"),** Unity Software Inc.**("Unity")** and Tomer Bar Zeev holder oflD No. Tomer Bar Zeev of [address intentionally omitted] **("Executive";** and together with the Company and Unity - **"Parties").**

2020 Equity Incentive Plan

WHEREAS: The Executive is one of the Company's founders; *and*

WHEREAS: The Executive has been employed by the Company as of July 17, 2011, and as of June 28, 2021, his employment was governed by an employment agreement dated June 28, 2021, as was amended from time to time, including within the framework of a Welcome Offer Letter dated February 22, 2023 (together **hereinafter-"Employment Agreement");** *and*

WHEREAS: In connection with a contemplated reorganization within the Unity group, and the related discussions between Executive and Unity, the Parties have mutually agreed that the Executive's employment with the Company shall end on July 12, 2024 **("Separation Date");** *and*

WHEREAS: The Parties have agreed to fully and finally settle all matters between them, directly or indirectly, connected to and/or arising from the engagement between them and/or its termination on the basis of mutual cooperation and good faith subject to the terms herein; *and*

WHEREAS: In return for Executive's agreement to, and full compliance with, the terms of this Agreement, the Executive will receive the ex-gratia benefit under section 8 of this Agreement and the entitlements detailed in section 7.2 and 7.3 herein to which he would otherwise have no entitlement (together: **"Benefits").**

Adopted by**NOW THEREFORE,** the Parties agree, declare and undertake as follows:

1. The preface to this Agreement constitutes an integral part hereof. The capitalized terms appearing herein shall have the meanings attributed to them in the Employment Agreement, unless otherwise stated herein.

2. As agreed between the Parties, the Executive's employment with the Company shall be mutually terminated on the Separation Date. The Separation Date was calculated to include the full prior notice entitlement of the Executive.

3. The Executive shall continue to hold his role as President Grow Solutions **("Role")** until January 11, 2024 (**"Effective Date")** and thereafter until the Separation Date, the Executive will no longer act in the Role but shall continue to support the transition, including providing cooperation and assistance in the handover of his role, and with company communications, all in accordance with the reasonable instructions of management and/or the Board of Directors: August 14, 2020

Approved by the Stockholders: September 5, 2020

1. Directors GENERAL. ("Board") of Unity.

(a) 4. Successor On the Effective Date, the Executive shall resign from the Role. With the exception of a position on the Board of Directors of Unity Software Inc., the Executive shall also resign from any role he has as a Director, Officer, or authorized legal representative in the Group (as below defined) by no later than the Separation Date on dates required by Unity. The Executive undertakes to sign any document necessary to effect such resignation in accordance with the instructions of management or the Board.

5. Based on the Executive's Employment Agreement and Continuation previous years custom, the Executive shall be entitled to an annual bonus for 2023 in a fixed amount equal to eight (8) monthly salaries, which shal I be paid in the usual course of Prior Plans. payment in March 2024. For the avoidance of any doubt, there shall be no entitlement to annual bonus (or any portion thereof) or any equity refresh grant for 2024 (other than as agreed in section 8 below).

6. The Plan is On or around the successor to Separation Date, a full and continuation final settlement of accounts will be carried out with the Executive, in the framework of which the Company or Unity, as applicable, will act as follows:

6.1 Redemption of any lawfully accrued and unused vacation days as of the Prior Plans. As Separation Date as registered in the Executive's last pay slip;

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6.2 Payment of any outstanding recuperation pay as of the Effective Time, Separation Date;

6.3 The Company shall send release letters to the relevant insurance companies, releasing to the Executive's ownership all amounts accumulated in his pension arrangement, including the severance fund, and study fund ("Release Letters").

7. In addition, upon the Separation Date, the Executive will receive the following: (i) no additional acceleration of his equity awards may be granted over shares of common stock of Unity, which include RSUs and stock options, which are unvested as of the Separation Date as detailed below **("Accelerated Awards");** and (ii) extension of the exercise period of all of his un-exercised options to acquire shares of common stock of Unity as of the Separation Date, as detailed herein:

7.1. In accordance with Executive's existing agreements with the Company and Unity, on the Separation Date, (acknowledging that the termination hereunder constitutes a 'Double Trigger' acceleration event under the Prior Plans; (ii) Executive's existing agreements with the Prior Plans' Available Reserve (plus any Returning Shares) Company and Unity), 100% of the equity awards over shares of Unity which were granted prior to November 1, 2023 shall be accelerated and become exercisable or exchangeable into shares, on no further conditions; and

7.2. As agreed in this Agreement between the Parties, acceleration of 75% of the total equity award over shares of common stock of Unity granted to the Executive on November 27, 2023. For the avoidance of doubt, this is in addition to the 25% vesting of this equity award that will become available for issuance pursuant to Awards granted under this Plan; and (iii) all outstanding awards granted under the Prior Plans will remain occur on May 25th, 2024, subject to the terms Executive's continued employment until the Separation Date.

7.3. As agreed in this Agreement between the Parties, Unity agrees to extend the post termination exercise period of any options to acquire shares of common stock of Unity which are outstanding as of the Prior Plans (except Separation Date, including the Accelerated Awards, to the extent such outstanding awards earlier of: (a) five (5) years after the Separation Date; or (b) the original expiration date of the applicable options and will enable the Executive to inform Unity of his election to utilize this benefit by providing a written notice to the General Counsel of Unity in writing at least 7 days prior to the Separation Date.

7.4. Notwithstanding the foregoing, the settlement of any RSUs shall occur on Unity's next quarterly installment date following the Separation Date.

7.5. It is clarified that the Executive shall bear any tax under applicable law as a result of the above payments and benefits and those detailed in Returning Shares that become available for issuance pursuant Section 8 below.

8. In addition, the Executive shall also be entitled to Awards granted under this Plan). All Awards granted under this Plan will be subject an ex gratia one time fixed and unconditional (other than according to the terms of this Plan.

(b) Plan Purpose. Agreement) separation bonus in the gross amount of NIS 1,250,000 equivalent to five months of base salary as a pro rata portion of their annual bonus despite not being entitled to any bonus for 2024. For the avoidance of any doubt, this separation bonus is a unique increment and is not a salary component for any matter or purpose, including the calculation of social benefits. The Company, Benefits are subject to, and conditional upon, (a) the Executive signing this Agreement by means no later than January 9, 2024, and complying with all of the Plan, seeks to secure and retain the services of Employees, Directors and Consultants, to provide incentives for such persons to exert maximum efforts for the success of the Company and any Affiliate and to provide a means by which such persons may be given an opportunity to benefit from increases in value of the Common Stock through the granting of Awards.

(c) Available Awards. The Plan provides for the grant of the following Awards: (i) Incentive Stock Options; (ii) Nonstatutory Stock Options; (iii) SARs; (iv) Restricted Stock Awards; (v) RSU Awards; (vi) Performance Awards; and (vii) Other Awards.

(d) Adoption Date; Effective Time. The Plan will come into existence on the Adoption Date, but no Award may be granted prior its terms to the Effective Time.

2. SHARES SUBJECT TO THE PLAN.

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(a) **Share Reserve**. Subject to adjustment in accordance with Section 2(c) Board's satisfaction; and any adjustments as necessary to implement any Capitalization Adjustments, (b) the aggregate number Executive meeting all of shares of Common Stock that may be issued pursuant to Awards will not exceed 83,624,892 shares, which number is his obligations towards the sum of: (i) 26,440,457 new shares, plus (ii) a number of shares of Common Stock equal to the Prior Plans' Available Reserve, plus (iii) a number of shares of Common Stock equal to the number of Returning Shares, if any, as such shares become available from time to time. In addition, subject to any adjustments as necessary to implement any Capitalization Adjustments, such aggregate number of shares of Common Stock will automatically increase on January 1 of each year for a period of ten years commencing on January 1, 2021 and ending on (and including) January 1, 2030, in an amount equal to 5% of the total number of shares of Common Stock outstanding on December 31 of the preceding year; provided, however, that the Board may act prior to January 1st of a given year to provide that the increase for such year will be a lesser number of shares of Common Stock.

(b) **Aggregate Incentive Stock Option Limit**. Notwithstanding anything to the contrary in Section 2(a) and subject to any adjustments as necessary to implement any Capitalization Adjustments, the aggregate maximum number of shares of Common Stock that may be issued pursuant to the exercise of Incentive Stock Options is 250,874,676 shares.

(c) **Share Reserve Operation**.

(i) **Limit Applies to Common Stock Issued Pursuant to Awards.** For clarity, the Share Reserve is a limit on the number of shares of Common Stock that may be issued pursuant to Awards and does not limit the granting of Awards, except that the Company will keep available at all times the number of shares of Common Stock reasonably required to satisfy its obligations to issue shares pursuant to such Awards. Shares may be issued in connection with a merger or acquisition as permitted by, as applicable, Nasdaq Listing Rule 5635(c), NYSE Listed Company Manual Section 303A.08, NYSE American Company Guide Section 711 or other applicable rule, and such issuance will not reduce the number of shares available for issuance Group including under the Plan.

(ii) **Actions that Do Not Constitute Issuance of Common Stock Employment Agreement; and Do Not Reduce Share Reserve.** The following actions do (c) the Executive not result in an issuance of shares under the Plan and accordingly do not reduce the number of shares subject to the Share Reserve and available for issuance under the Plan: (1) the expiration or termination of any portion of an Award without the shares covered by such portion of the Award having been issued, (2) the settlement of any portion of an Award in cash (i.e., the Participant receives cash rather than Common Stock), (3) the withholding of shares that would otherwise be issued by the Company to satisfy the exercise, strike or purchase price of an Award; or (4) the withholding of shares that would otherwise be issued by the Company to satisfy a tax withholding obligation in connection with an Award.

(iii) **Reversion of Previously Issued Shares of Common Stock to Share Reserve.** The following shares of Common Stock previously issued pursuant to an Award and accordingly initially deducted resigning from the Share Reserve will be added back to the Share Reserve and again become available for issuance under the Plan: (1) any shares that are forfeited back to or repurchased by the Company because of a failure to meet a contingency or condition required for the vesting of such shares; (2) any shares that are reacquired by the Company to satisfy the exercise, strike or purchase price of an Award; and (3) any shares that are reacquired by the Company to satisfy a tax withholding obligation in connection with an Award.

3. **ELIGIBILITY AND LIMITATIONS.**

(a) **Eligible Award Recipients.** Subject to the terms of the Plan, Employees, Directors and Consultants are eligible to receive Awards.

(b) **Specific Award Limitations.**

(i) **Limitations on Incentive Stock Option Recipients.** Incentive Stock Options may be granted only to Employees of the Company or a "parent corporation" or "subsidiary corporation" thereof (as such terms are defined in Sections 424(e) and (f) of the Code).

(ii) **Incentive Stock Option $100,000 Limitation.** To the extent that the aggregate Fair Market Value (determined at the time of grant) of Common Stock with respect to which Incentive Stock Options are exercisable being terminated for the first time by any Optionholder during any calendar year (under all plans of the Company and any Affiliates) exceeds $100,000 (or such other limit established in the Code) or otherwise does not comply with the rules governing Incentive Stock Options, the Options or portions thereof that exceed such limit (according to the order in which they were granted) or otherwise do not comply with such rules will be treated as Nonstatutory Stock Options, notwithstanding any contrary provision of the applicable Option Agreement(s).

(iii) **Limitations on Incentive Stock Options Granted to Ten Percent Stockholders.** A Ten Percent Stockholder may not be granted an Incentive Stock Option unless (i) the exercise price of such Option is at least 110% of the Fair Market Value on the date of grant of such Option and (ii) the Option is not exercisable after the expiration of five years from the date of grant of such Option.

(iv) **Limitations on Nonstatutory Stock Options and SARs.** Nonstatutory Stock Options and SARs may not be granted to Employees, Directors and Consultants who are providing Continuous Service only to any "parent" of the Company Cause (as such term is defined in Rule 405) unless the

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applicable equity plan) until the Separation Date; and (d) reasonable support, cooperation and assistance in the transition of the Role as assigned to the Executive by the CEO or the Board of Directors until the Separation Date.

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9. The Executive acknowledges and undertakes that the receipt of the payments and benefits due to him under this Agreement, the grant of the Benefits (conditional on their terms of grant being met as set forth herein), and the issue of the Release Letters constitute a full and final settlement of everything owed to him by the Company, Unity, their affiliates (being any person controlling, controlled by, or under common control, in each case, directly or indirectly, with the Company and/or Unity), any member of the corporate group to which they belongs (or an affiliated company thereof), in each case in their capacity as such (collectively, the **"Group"),** under any law or agreement or any other source including (but not limited to), with respect to: salary, hours of work, overtime, severance pay, sick leave, disability, annual leave, redemption of annual leave, travel benefits or expenses, car, accommodation, prior notice, payment in lieu of prior notice, adjustment period, commissions, incentives, bonuses of whatever nature, social contributions of all kinds (including pension arrangement, study fund and disability), stock underlying such Awards is treated as "service recipient stock" awards and options, warranties, benefit plans and/or programs and every other payment or social benefit whatsoever connected to, or arising out of, the Executive's employment with the Company and/or the Executive's engagement by any other member of the Group and/or any executive role or office held by the Executive at any member of the Group and/or the termination therefrom (it being clarified, that nothing herein extends to, or derogates from, any entitlement under Section 409A because D&O insurance policy or indemnification agreement, nor to any entitlements in the Awards are granted pursuant to a corporate transaction (such capacity as a spin off transaction) stockholder of Unity or unless such Awards otherwise comply any other Exclusions set forth below or any entitlement in his continued role as a director of Unity following the Separation Date). The Company and Unity confirm that they are not aware of any claims or demands or causes of actions towards the Executive with regard to the distribution requirements of Section 409A. Exclusions.

(c) 10. Aggregate Incentive Stock Option Limit. Accordingly, the Executive hereby confirms and undertakes that upon and subject to receipt of the payments and benefits due to him under this Agreement, including the grant of the Benefits (conditional on their terms of grant being met as set forth herein), the issue of the Release Letters and the compliance by Unity and the Company with all other obligations under this Agreement, neither he nor anyone on his behalf have or will have any claim or demand or cause of action of any kind whatsoever against the Company and/or any other member of the Group and/or against any of their past, present or future directors, officers, employees, agents, shareholders assigns and/or anyone on their behalf, in each case in their capacity as such.

Without derogating from the generality of the above, the Executive hereby confirms that the above waiver applies to the following:

a. Any claims with regard to the process of his separation.

b. The aggregate maximum number Any claims with regard to any equity in the Company and/or Unity, including under the Welcome Offer Letter, the applicable equity award agreements and equity plans and including the tax implications of any payments and benefits hereunder and the taxation of the equity awards and shares of Common Stock that may be common stock of Unity issued pursuant to the exercise of Incentive Stock Options is the number of shares specified in Section 2(b). thereunder.

(d) **Non-Employee Director Compensation Limit.** The aggregate value It is agreed that the Executive's waiver does not include any waiver of all compensation granted claims or paid, demands or causes of actions of any kind whatsoever against the Company and/or any other member of the Group and/or against any of their past, present or future directors, officers, employees, agents, shareholders assigns and/or anyone on their behalf, in each case in their capacity as applicable, to any individual for service as a Non-Employee Director such, with respect to the following **("Exclusions"):**

- The Executive's stock which is unrelated to employment;
- The Executive's rights or entitlements as a stockholder of Unity;
- The Merger Agreement between Unity Inc. and the Company and any calendar year, including Awards granted transaction documents entered into in connection therewith (which are unrelated to employment);
- Any entitlement under D&O insurance policy or indemnification agreement.

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The Executive confirms that he is not aware of any claims or demands or causes of actions towards any of the abovementioned parties with regard to the Exclusions.

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11. Accordingly, the Company and cash fees paid Unity hereby confirm and undertake that upon and subject to the Executive's meeting all his undertakings under this Agreement in accordance with their respective terms, they are not aware of any employment related claim or demand or cause of action of any kind whatsoever against the Executive . For the avoidance of any doubt, the waiver in this section 11 also does not apply on the Exclusions.

12. The Executive acknowledges that all of the payments and benefits referred to hereunder are gross amounts and shall be subject to the withholding of all taxes and deductions required by any applicable law as determined by the Company's advisors. The Company agrees to withhold tax in accordance with any valid applicable written decision or certificate issued by the Israeli tax authorities which specifically determines the tax rate to be withheld from consideration received in connection with any equity awards (or shares issued thereunder) held by the Executive (or by the trustee under Section I 02 of the Israeli Income Tax Ordinance for the benefit of the Executive), subject to review and confirmation of Company's legal counsel, provided such document is presented to the Company at least 7 days before the payment date.

13. For the avoidance of any doubt, this Agreement shall be deemed a settlement and an admission of payment for the purposes of section 29 of the Severance Pay Law - 1963.

14. The Executive hereby undertakes to deliver to the Company's IT team by no later than the Separation Date, and in accordance with reasonable instruction of the Board or management, any equipment owned by the Company which is in his possession or control, including, credit cards, Company car, security passes, except that the Executive may retain the cellular phone and laptop computer used by him (conditional upon returning it to such Non-Employee Director, will not exceed (i) $750,000 in total value or (ii) the IT department of the Company by no later than the Separation Date for deletion of any business related information), and all documents, information and other material in the event such Non-Employee Director is first appointed Executive's possession or elected control that belongs to the Board Company or any other member of the Group and/or that relates to any of them, or that was prepared by the Executive in connection with his employment with the Company, including any copies thereof. Furthermore, by no later than the Separation Date, the Executive shall provide the Company with a list of all passwords, write-protect codes and similar access codes used in the context of his work.

15. The Executive hereby expressly and voluntarily agrees that until and after the Separation Date, the Company and/or Unity shall have access to all information (including files) located on computers and in email accounts, which were placed at his disposal by the Company during such calendar year, $1,000,000 in total value, in each case calculating the value course of any equity awards based on his engagement with the grant date fair value of such equity awards for financial reporting purposes. For avoidance of doubt, compensation will count towards this limit Company, for the calendar year in which it was granted or earned, purpose of ensuring the continuity of the Company's business activities. Furthermore, the Executive hereby permits the Company to make use of this information for the purpose of ensuring the continuity of the Company's business activities and not later when distributed, preserving its business interests. In addition, the Executive hereby expressly and voluntarily agrees that, for the purpose of continuity of the Company's business activities, any correspondence received after the Separation Date in the event it is deferred.

4. OPTIONS AND STOCK APPRECIATION RIGHTS.

Each Option and SAR email account, which was placed at his disposal by the Company during the course of the Executive's employment with the Company, will have such terms and conditions be automatically forwarded to an alternate email account, as determined by the Board. Each Option will be designated in writing as an Incentive Stock Option or Nonstatutory Stock Option at the time of grant; provided, however, The Company and Unity undertake that if it will knowingly encounter an Option email sent to the Executive of a private nature (although it was deemed as business information), it will notify the Executive, transfer the mail to him and delete such mail from its servers. If the Executive has saved personal information on Company's systems or email accounts, he has the right to delete it by no later than the Separation Date and following the Separation Date, all information stored therein shall be regarded as business information (but subject to the requirement to provide notice and forward to the Executive any email knowingly encountered by Unity or the Company which is not so designated, then such Option will be of a Nonstatutory Stock Option, private nature). For the avoidance of any doubt, the Executive shall have no access to his IS email account as of the Separation Date and the shares purchased upon exercise domain of each type IS is owned by the

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Company and/or Unity and not the Executive, all unless otherwise shall be specifically agreed by the Parties in an additional agreement in writing. The Executive hereby waives any claim against the Company and/or the Group based on violation of Option will be separately accounted for. Each SAR will be denominated in shares of Common Stock equivalents. The terms and conditions of separate Options and SARs need not be identical; provided, however, that each Option Agreement and SAR Agreement will conform (through incorporation of provisions hereof by reference in the Award Agreement or otherwise) privacy rights with regard to the substance of each all of the following provisions: above mentioned in this section 15 but subject to compliance with the terms hereof.

(a) 16. Term. Subject The Executive hereby confirms that he has complied and shall continue to Section 3(b) regarding Ten Percent Stockholders, no Option or SAR will comply with the obligations of acting in good faith, confidentiality, unfair competition, unfair solicitation and intellectual property undertaking, under any applicable law and agreement, including the Employment Agreement, which shall all continue to survive and be exercisable binding upon the Executive after the expiration of ten years from the date of grant of such Award or such shorter period specified in the Award Agreement.

(b) Exercise or Strike Price. Subject to Section 3(b) regarding Ten Percent Stockholders, the exercise or strike price of each Option or SAR will not be less than 100% of the Fair Market Value on the date of grant of such Award. Notwithstanding the foregoing, an Option or SAR may be granted with an exercise or strike price lower than 100% of the Fair Market Value on the date of grant of such Award if such Award is granted pursuant to an assumption of or substitution for another option or stock appreciation right pursuant to a Corporate Transaction and in a manner consistent with the provisions of Sections 409A and, if applicable, 424(a) of the Code.

(c) Exercise Procedure and Payment of Exercise Price for Options. In order to exercise an Option, the Participant must provide notice of exercise to the Plan Administrator Separation Date, in accordance with their terms.

17. The Executive undertakes to preserve the procedures specified in the Option Agreement or otherwise provided by the Company. The Board has the authority to grant Options that do not permit all of the following methods of payment (or otherwise restrict the ability to use certain methods) and to grant Options that require the consent reputation of the Company, Unity and any of their management members, in their capacity as such, and to utilize a particular method of payment. refrain from any act or omission, which is likely to harm such reputation. The exercise price of an Option may be paid, to the extent permitted by Applicable Law and as determined by the Board, by one Executive further undertakes that he shall not make any derogatory or more of the following methods of payment to the extent set forth in the Option Agreement:

(i) by cash or check, bank draft or money order payable to the Company;

(ii) pursuant to a “cashless exercise” program developed under Regulation T as promulgated by the U.S. Federal Reserve Board that, prior to the issuance of the Common Stock subject to the Option, results in either the receipt of cash (or check) by the Company or the receipt of irrevocable instructions to pay the exercise price to the Company from the sales proceeds;

(iii) by delivery to the Company (either by actual delivery or attestation) of shares of Common Stock that are already owned by the Participant free and clear of any liens, claims, encumbrances or security interests, with a Fair Market Value on the date of exercise that does not exceed the exercise price, provided that (1) at the time of exercise the Common Stock is publicly traded, (2) any remaining balance of the exercise price not satisfied by such delivery is paid by the Participant in cash or other permitted form of payment, (3) such delivery would not violate any Applicable Law or agreement restricting the redemption of the Common Stock, (4) any certificated shares are endorsed or accompanied by an executed assignment separate from certificate, and (5) such shares have been held by the Participant for any minimum period necessary to avoid adverse accounting treatment as a result of such delivery;

(iv) if the Option is a Nonstatutory Stock Option, by a “net exercise” arrangement pursuant to which the Company will reduce the number of shares of Common Stock issuable upon exercise by the largest whole number of shares with a Fair Market Value on the date of exercise that does not exceed the exercise price, provided that (1) such shares used to pay the exercise price will not be exercisable thereafter and (2) any remaining balance of the exercise price not satisfied by such net exercise is paid by the Participant in cash or other permitted form of payment; or

(v) in any other form of consideration that may be acceptable to the Board and permissible under Applicable Law.

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(d) **Exercise Procedure and Payment of Appreciation Distribution for SARs.** In order to exercise any SAR, the Participant must provide notice of exercise to the Plan Administrator in accordance with the SAR Agreement. The appreciation distribution payable to a Participant upon the exercise of a SAR will not be greater than an amount equal to the excess of (i) the aggregate Fair Market Value on the date of exercise of a number of shares of Common Stock equal to the number of Common Stock equivalents that are vested and being exercised under such SAR, over (ii) the strike price of such SAR. Such appreciation distribution may be paid to the Participant in the form of Common Stock or cash (or any combination of Common Stock and cash) or in any other form of payment, as determined by the Board and specified in the SAR Agreement.

(e) **Transferability.** Options and SARs may not be transferred to third party financial institutions for value. The Board may impose such additional limitations on the transferability of an Option or SAR as it determines. In the absence of any such determination by the Board, the following restrictions on the transferability of Options and SARs will apply, provided that except as explicitly provided herein, neither an Option nor a SAR may be transferred for consideration and provided, further, that if an Option is an Incentive Stock Option, such Option may be deemed to be a Nonstatutory Stock Option as a result of such transfer:

(i) **Restrictions on Transfer.** An Option or SAR will not be transferable, except by will or by the laws of descent and distribution, and will be exercisable during the lifetime of the Participant only by the Participant; provided, however, that the Board may permit transfer of an Option or SAR in a manner that is not prohibited by applicable tax and securities laws upon the Participant's request, including to a trust if the Participant is considered to be the sole beneficial owner of such trust (as determined under Section 671 of the Code and applicable U.S. state law) while such Option or SAR is held in such trust, provided that the Participant and the trustee enter into a transfer and other agreements required by the Company.

(ii) **Domestic Relations Orders**. Notwithstanding the foregoing, subject to the execution of transfer documentation in a format acceptable to the Company and subject to the approval of the Board or a duly authorized Officer, an Option or SAR may be transferred pursuant to a domestic relations order.

(f) **Vesting.** The Board may impose such restrictions on or conditions to the vesting and/or exercisability of an Option or SAR as determined by the Board. Except as otherwise provided in the applicable Award Agreement or other written agreement between a Participant and the Company, vesting of Options and SARs will cease upon termination of the Participant's Continuous Service.

(g) **Termination of Continuous Service for Cause**. Except as explicitly otherwise provided in the Award Agreement or other written agreement between a Participant and the Company, if a Participant's Continuous Service is terminated for Cause, the Participant's Options and SARs will terminate and be forfeited immediately upon such termination of Continuous Service, and the Participant will be prohibited from exercising any portion (including any vested portion) of such Awards on and after the date of such termination of Continuous Service and the Participant will have no further right, title or interest in such forfeited Award, the shares of Common Stock subject to the forfeited Award, or any consideration in respect of the forfeited Award.

(h) **Post-Termination Exercise Period Following Termination of Continuous Service for Reasons Other than Cause**. Subject to Section 4(i), if a Participant's Continuous Service terminates for any reason other than for Cause, the Participant may exercise his or her Option or SAR to the extent vested, but only within the following period of time or, if applicable, such other period of time provided in the Award Agreement or other written agreement between a Participant and the Company; provided, however, that in no event may such Award be exercised after the expiration of its maximum term (as set forth in Section 4(a)):

(i) three months following the date of such termination if such termination is a termination without Cause (other than any termination due to the Participant's Disability or death);

(ii) 12 months following the date of such termination if such termination is due to the Participant's Disability;

(iii) 12 months following the date of such termination if such termination is due to the Participant's death; or

(iv) 12 months following the date of the Participant's death if such death occurs following the date of such termination but during the period such Award is otherwise exercisable (as provided in (i) or (ii) above).

Following the date of such termination, to the extent the Participant does not exercise such Award within the applicable Post-Termination Exercise Period (or, if earlier, prior to the expiration of the maximum term of such Award), such unexercised portion of the Award will terminate, and the Participant will have no further right, title or interest in terminated Award, the shares of Common Stock subject to the terminated Award, or any consideration in respect of the terminated Award.

(i) **Restrictions on Exercise; Extension of Exercisability.** A Participant may not exercise an Option or SAR at any time that the issuance of shares of Common Stock upon such exercise would violate Applicable Law. Except as otherwise provided in the Award Agreement or other written agreement between a Participant and the Company, if a Participant's Continuous Service terminates for any reason other than for Cause and, at any time during the last thirty days of the applicable Post-Termination Exercise Period: (i) the exercise of the Participant's Option or SAR would be prohibited solely because the issuance of shares of Common Stock upon such exercise would violate Applicable Law, or (ii) the immediate sale of any shares of Common Stock issued upon such exercise would violate the Company's Trading Policy, then the applicable Post-Termination Exercise Period will be extended to the

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last day of the calendar month that commences following the date the Award would otherwise expire, with an additional extension of the exercise period to the last day of the next calendar month to apply if derogating statements about any of the foregoing restrictions apply at any time during such extended exercise period, generally without limitation as to the maximum permitted number of extensions; provided, however, that in no event may such Award be exercised after the expiration abovementioned.

18. The Company and Unity and all of its maximum term (as set forth CEO direct reports, in Section 4(a)). their capacity as such, undertake to preserve the reputation of the Executive in its official publications (made by the CEO and CEO direct reports, in their capacity as such) and to refrain from any act or omission, which is likely to harm such reputation. The Company and Unity and all of its CEO direct reports, in their capacity as such, undertake that they shall not make any derogatory or derogating statements about the Executive.

(j) 19. Whole Shares. Options and SARs may be exercised only with respect The Executive hereby undertakes to whole shares of Common Stock or their equivalents.

5. AWARDS OTHER THAN OPTIONS AND STOCK APPRECIATION RIGHTS.

(a) Restricted Stock Awards and RSU Awards. Each Restricted Stock Award and RSU Award will have such terms and conditions as determined by the Board; provided, however, that each Restricted Stock Award Agreement and RSU Award Agreement will conform (through incorporation of the provisions hereof by reference in the Award Agreement or otherwise) to the substance of each of the following provisions:

(i) Form of Award.

(1) BRSAs: To the extent consistent reasonably cooperate with the Company's Bylaws, at the Board's election, shares of Common Stock subject to a Restricted Stock Award may be (i) held in book entry form subject to the Company's instructions Company and/or Unity until such shares become vested or any other restrictions lapse, or (ii) evidenced by a certificate, which certificate will be held in such form and manner as determined by the Board. Unless otherwise determined by the Board, a Participant will have voting and other rights as a stockholder of the Company with respect to any shares subject to a Restricted Stock Award.

(2) RSUs: A RSU Award represents a Participant's right to be issued on a future date the number of shares of Common Stock that is equal to the number of restricted stock units subject to the RSU Award. As a holder of a RSU Award, a Participant is an unsecured creditor of the Company with respect to the Company's unfunded obligation, if any, to issue shares of Common Stock in settlement of such Award and nothing contained in the Plan or any RSU Agreement, and no action taken pursuant to its provisions, will create or be construed to create a trust of any kind or a fiduciary relationship between a Participant and the Company or an Affiliate or any other person. A Participant will not have voting or any other rights as a stockholder of the Company with respect to any RSU Award (unless and until shares are actually issued in settlement of a vested RSU Award).

(ii) Consideration.

(1) RSA: A Restricted Stock Award may be granted in consideration for (A) cash or check, bank draft or money order payable to the Company, (B) past services to the Company or an Affiliate, or (C) any other form of consideration as the Board may determine and permissible under Applicable Law.

(2) RSU: Unless otherwise determined by the Board at the time of grant, a RSU Award will be granted in consideration for the Participant's services to the Company or an Affiliate, such that the Participant will not be required to make any payment to the Company (other than such services) with respect to the grant or vesting of the RSU Award, or the issuance of any shares of Common Stock pursuant to the RSU Award. If, at the time of grant, the Board determines that any consideration must be paid by the Participant (in a form other than the Participant's services to the Company or an Affiliate) upon the issuance of any shares of Common Stock in settlement of the RSU Award, such consideration may be paid in any form of consideration as the Board may determine and permissible under Applicable Law.

(iii) Vesting. The Board may impose such restrictions on or conditions to the vesting of a Restricted Stock Award or RSU Award as determined by the Board. Except as otherwise provided in the Award Agreement or other written agreement between a Participant and the Company or an Affiliate, vesting of Restricted Stock Awards and RSU Awards will cease upon termination of the Participant's Continuous Service.

(iv) Termination of Continuous Service. Except as otherwise provided in the Award Agreement or other written agreement between a Participant and the Company, if a Participant's Continuous Service terminates for any reason, (i) the Company may receive through a forfeiture condition or a repurchase right any or all of the shares of Common Stock held by the Participant under his or her Restricted Stock Award that have not vested as of the date of such termination as set forth in the Restricted Stock Award Agreement and (ii) any portion of his or her RSU Award that has not vested will be forfeited upon such termination and the Participant will have no further right, title or interest in the RSU Award, the shares of Comm**on Stock issuable pursuant to the RSU Award, or any consideration in respect of the RSU Award.**

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(v) Dividends and Dividend Equivalents. Dividends or dividend equivalents may be paid or credited, as applicable, with respect to any shares of Common Stock subject to a Restricted Stock Award or RSU Award, as determined by the Board and specified in the Award Agreement).

(vi) Settlement of RSU Awards. A RSU Award may be settled by the issuance of shares of Common Stock or cash (or any combination thereof) or in any other form of payment, as determined by the Board and specified in the RSU Award Agreement. At the time of grant, the Board may determine to impose such restrictions or conditions that delay such delivery to a date then following the vesting of the RSU Award.

(b) Performance Awards. With respect to any Performance Award, the length of any Performance Period, the Performance Goals to be achieved during the Performance Period, the other terms and conditions of such Award, and the measure of whether and to what degree such Performance Goals have been attained will be determined by the Board.

(c) Other Awards. Other Awards may be granted either alone or in addition to Awards provided for under Section 4 and the preceding provisions of this Section 5. Subject to the provisions of the Plan, the Board will have sole and complete discretion to determine the persons to whom and the time or times at which such Other Awards will be granted, the number of shares of Common Stock (or the cash equivalent thereof) to be granted pursuant to such Other Awards and all other terms and conditions of such Other Awards.

6. ADJUSTMENTS UPON CHANGES IN COMMON STOCK; OTHER CORPORATE EVENTS.

(a) Capitalization Adjustments. In the event of a Capitalization Adjustment, the Board shall appropriately and proportionately adjust: (i) the class(es) and maximum number of shares of Common Stock subject to the Plan and the maximum number of shares by which the Share Reserve may annually increase pursuant to Section 2(a), (ii) the class(es) and maximum number of shares that may be issued pursuant to the exercise of Incentive Stock Options pursuant to Section 2(b), and (iii) the class(es) and number of securities and exercise price, strike price or purchase price of Common Stock subject to outstanding Awards. The Board shall make such adjustments, and its determination shall be final, binding and conclusive. Notwithstanding the foregoing, no fractional shares or rights for fractional shares of Common Stock shall be created in order to implement any Capitalization Adjustment. The Board shall determine an equivalent benefit for any fractional shares or fractional shares that might be created by the adjustments referred to in the preceding provisions of this Section.

(b) Dissolution or Liquidation. Except as otherwise provided in the Award Agreement, in the event of a dissolution or liquidation of the Company, all outstanding Awards (other than Awards consisting of vested and outstanding shares of Common Stock not subject to a forfeiture condition or the Company's right of repurchase) will terminate immediately prior to the completion of such dissolution or liquidation, and the shares of Common Stock subject to the Company's repurchase rights or subject to a forfeiture condition may be repurchased or reacquired by the Company notwithstanding the fact that the holder of such Award is providing Continuous Service, provided, however, that the Board may determine to cause some or all Awards to become fully vested, exercisable and/or no longer subject to repurchase or forfeiture (to the extent such Awards have not previously expired or terminated) before the dissolution or liquidation is completed but contingent on its completion.

(c) Corporate Transaction. The following provisions will apply to Awards in the event of a Corporate Transaction except as set forth in Section 11, and unless otherwise provided in the instrument evidencing the Award or any other written agreement between the Company or any Affiliate and the Participant or unless otherwise expressly provided by the Board at the time of grant of an Award.

(i) Awards May Be Assumed. In the event of a Corporate Transaction, any surviving corporation or acquiring corporation (or the surviving or acquiring corporation's parent company) may assume or continue any or all Awards outstanding under the Plan or may substitute similar awards for Awards outstanding under the Plan (including but not limited to, awards to acquire the same consideration paid to the stockholders of the Company pursuant to the Corporate Transaction), and any reacquisition or repurchase rights held by the Company in respect of Common Stock issued pursuant to Awards may be assigned by the Company to the successor of the Company (or the successor's parent company, if any), Separation Date, in connection with such Corporate Transaction. A surviving corporation any matter with which he was involved or acquiring corporation (or its parent) may choose to assume has knowledge or continue only a portion of an Award any existing or substitute a similar award for only a portion of an Award, potential claim, investigation, administrative proceeding, lawsuit or may choose to assume other legal or continue the Awards held by some, but not all Participants. The terms of any assumption, continuation business matter that arose during or substitution will be set by the Board.

(ii) Awards Held by Current Participants. In the event of a Corporate Transaction in which the surviving corporation or acquiring corporation (or its parent company) does not assume or continue such outstanding Awards or substitute similar awards for such outstanding Awards, then with respect to Awards that have not been assumed, continued or substituted and that are held by Participants whose Continuous Service has not terminated prior to the effective time of the Corporate Transaction (referred to as the "**Current Participants**"), the vesting of such Awards (and, with respect to Options and Stock Appreciation Rights, the time when such Awards may be exercised) will be accelerated in full to a date prior to the effective time of such Corporate Transaction (contingent upon the effectiveness of the Corporate Transaction) as the Board determines (or, if the Board does not determine such a date, to the date that is five days prior to the effective time of the Corporate Transaction), and such Awards will terminate if not exercised (if applicable) at or prior to the effective time of the Corporate Transaction, and any reacquisition or repurchase rights held by the Company with respect to such Awards will lapse (contingent upon the effectiveness of the Corporate Transaction). With respect to the vesting of Performance Awards that will accelerate

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upon the occurrence of a Corporate Transaction pursuant to this subsection (ii) and that have multiple vesting levels depending on the level of performance, unless otherwise provided in the Award Agreement, the vesting of such Performance Awards will accelerate at 100% of the target level upon the occurrence of the Corporate Transaction. With respect to the vesting of Awards that will accelerate upon the occurrence of a Corporate Transaction pursuant to this subsection (ii) and are settled in the form of a cash payment, such cash payment will be made no later than 30 days following the occurrence of the Corporate Transaction.

(iii) **Awards Held by Persons other than Current Participants.** In the event of a Corporate Transaction in which the surviving corporation or acquiring corporation (or its parent company) does not assume or continue such outstanding Awards or substitute similar awards for such outstanding Awards, then with respect to Awards that have not been assumed, continued or substituted and that are held by persons other than Current Participants, such Awards will terminate if not exercised (if applicable) prior to the occurrence of the Corporate Transaction; provided, however, that any reacquisition or repurchase rights held by the Company with respect to such Awards will not terminate and may continue to be exercised notwithstanding the Corporate Transaction.

(iv) **Payment for Awards in Lieu of Exercise.** Notwithstanding the foregoing, in the event an Award will terminate if not exercised prior to the effective time of a Corporate Transaction, the Board may provide, in its sole discretion, that the holder of such Award may not exercise such Award but will receive a payment, in such form as may be determined by the Board, equal in value, at the effective time, to the excess, if any, of (1) the value of the property the Participant would have received upon the exercise of the Award (including, at the discretion of the Board, any unvested portion of such Award), over (2) any exercise price payable by such holder in connection with such exercise.

(d) **Appointment of Stockholder Representative**. As a condition to his employment with the receipt of an Award under this Plan, a Participant will be deemed to have agreed that Company and/or engagement with the Award will be Group, in each case subject to coordination with the terms Executive. For avoidance of any agreement governing a Corporate Transaction involving doubt, the Company, including, without limitation, a provision for the appointment of a stockholder representative that is authorized to act on the Participant's behalf with respect to any escrow, indemnities and any contingent consideration.

(e) **No Restriction on Right to Undertake Transactions**. The grant of any Award under the Plan and the issuance of shares pursuant to any Award does not affect or restrict in any way the right or power foregoing includes prompt confirmation of the Company or the stockholders of the Company Executive's equity holdings upon Unity's request, in order for Unity to make or authorize comply with any adjustment, recapitalization, reorganization or other change in the Company's capital structure or its business, any merger or consolidation of the Company, any issue of stock or of options, rights or options to purchase stock or of bonds, debentures, preferred or prior preference stocks whose rights are superior to or affect the Common Stock or the rights thereof or which are convertible into or exchangeable for Common Stock, or the dissolution or liquidation of the Company, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

7. ADMINISTRATION.

(a) **Administration by Board.** The Board will administer the Plan unless and until the Board delegates administration of the Plan to a Committee or Committees, as provided in subsection (c) below.

(b) **Powers of Board.** The Board will have the power, subject to, and within the limitations of, the express provisions of the Plan:

(i) To determine from time to time: (1) which of the persons eligible under the Plan will be granted Awards; (2) when and how each Award will be granted; (3) what type or combination of types of Award will be granted; (4) the provisions of each Award granted (which need not be identical), including the time or times when a person will be permitted to receive an issuance of Common Stock or other payment pursuant to an Award; (5) the number of shares of Common Stock or cash equivalent with respect to which an Award will be granted to each such person; (6) the Fair Market Value applicable to an Award; and (7) the terms of any Performance Award that is not valued in whole or in part by reference to, or otherwise based on, the Common Stock, including the amount of cash payment or other property that may be earned and the timing of payment.

(ii) To construe and interpret the Plan and Awards granted under it, and to establish, amend and revoke rules and regulations for its administration. The Board, in the exercise of this power, may correct any defect, omission or inconsistency in the Plan or in any Award Agreement, in a manner and to the extent it deems necessary or expedient to make the Plan or Award fully effective.

(iii) To settle all controversies regarding the Plan and Awards granted under it.

(iv) To accelerate the time at which an Award may first be exercised or the time during which an Award or any part thereof will vest, notwithstanding the provisions in the Award Agreement stating the time at which it may first be exercised or the time during which it will vest.

(v) To prohibit the exercise of any Option, SAR or other exercisable Award during a period of up to 30 days prior to the consummation of any pending stock dividend, stock split, combination or exchange of shares, merger, consolidation or other distribution (other than normal cash dividends) of Company assets to stockholders, or any other change affecting the shares of Common Stock or the share price of the Common Stock including any Corporate Transaction, for reasons of administrative convenience.

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(vi) To suspend or terminate the Plan at any time. Suspension or termination of the Plan will not Materially Impair rights and obligations under any Award granted while the Plan is in effect except with the written consent of the affected Participant.

(vii) To amend the Plan in any respect the Board deems necessary or advisable; provided, however, that stockholder approval will be required for any amendment to the extent required by Applicable Law. Except as provided above, rights under any Award granted before amendment of the Plan will not be Materially Impaired by any amendment of the Plan unless (1) the Company requests the consent of the affected Participant, and (2) such Participant consents in writing.

(viii) To submit any amendment to the Plan for stockholder approval.

(ix) To approve forms of Award Agreements for use under the Plan and to amend the terms of any one or more Awards, regulatory filings, including but not limited to amendments with the Israeli Tax Authority.

20. Unity and the Company shall maintain, and continue to provide terms more favorable to the Participant than previously provided in the Award Agreement, subject to any specified limits in the Plan that are not subject to Board discretion; provided however, that, a Participant's rights under any Award will not be Materially Impaired abide by, any such amendment unless (1) D&O insurance policy and D&O indemnification agreements to which the Company requests the consent Executive is entitled or party to.

21. Each Party undertakes to ensure that all of the affected Participant, and (2) such Participant consents in writing.

(x) Generally, to exercise such powers and to perform such acts as terms of his engagement of the Board deems necessary or expedient to promote the best interests of Executive with the Company and that are not the Group shall be kept in conflict with complete confidence, including any information regarding the provisions separation and the contents of this Agreement (including the Plan or Awards.

(xi) To adopt such procedures fact of its existence), except as otherwise required by applicable law and sub-plans except as are necessary or appropriate to permit required for enforcement of this Agreement and facilitate participation in the Plan by, or take advantage of specific tax treatment for Awards granted to, Employees, Directors or Consultants who are non-U.S. nationals or employed outside the United States (provided that Board approval will not be necessary for immaterial modifications to the Plan or any Award Agreement to ensure or facilitate compliance with the laws of the relevant non-U.S. jurisdiction).

(xii) To effect, at any time and from time to time, subject to the consent of any Participant whose Award is Materially Impaired by such action, (1) the reduction of the exercise price (or strike price) of any outstanding Option or SAR; (2) the cancellation of any outstanding Option or SAR and the grant in substitution therefor of (A) a new Option, SAR, Restricted Stock Award, RSU Award or Other Award, under the Plan or another equity plan of the Company, covering the same or a different number of shares of Common Stock, (B) cash and/or (C) other valuable consideration (as determined by the Board); or (3) any other action that is treated as a repricing under generally accepted accounting principles.

(c) Delegation to Committee.

(i) General. The Board may delegate some or all of the administration of the Plan to a Committee or Committees. If administration of the Plan is delegated to a Committee, the Committee will have, in connection with the administration of the Plan, the powers theretofore possessed by the Board that have been delegated to the Committee, including the power to delegate to another Committee or a subcommittee of the Committee any of the administrative powers the Committee is authorized to exercise (and references in this Plan to the Board will thereafter be to the Committee or subcommittee), subject, however, to such resolutions, not inconsistent with the provisions of the Plan, as may be adopted from time to time by the Board. Each Committee may retain the authority to concurrently administer the Plan with the Committee or subcommittee to which it has delegated its authority hereunder and may, at any time, revest in such Committee some or all of the powers previously delegated. The Board may retain the authority to concurrently administer the Plan with any Committee and may, at any time, revest in the Board some or all of the powers previously delegated.

(ii) Rule 16b-3 Compliance. To the extent an Award is intended to qualify for the exemption from Section 16(b) of the Exchange Act that is available under Rule 16b-3 of the Exchange Act, the Award will be granted by the Board or a Committee that consists solely of two or more Non-Employee Directors, as determined under Rule 16b-3(b)(3) of the Exchange Act and thereafter any action establishing or modifying the terms of the Award will be approved by the Board or a Committee meeting such requirements to the extent necessary for such exemption to remain available.

(d) Effect of Board's Decision. All determinations, interpretations and constructions made by the Board or any Committee in good faith will not be subject to review by any person and will be final, binding and conclusive on all persons.

(e) Delegation to an Officer. The Board or any Committee may delegate to one or more Officers the authority to do one or both of the following (i) designate Employees who are not Officers to be recipients of Options and SARs (and, to the extent permitted by Applicable Law, other types of Awards) and, to the extent permitted by Applicable Law, the terms thereof, and (ii) determine the number of shares of Common Stock to be subject to such Awards granted to such Employees; provided, however, that the resolutions or charter adopted by the Board or any Committee evidencing such delegation will

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specify the total number of shares of Common Stock that may be subject to the Awards granted by such Officer and that such Officer may not grant an Award to himself or herself. Any such Awards will be granted on the applicable form of Award Agreement most recently approved for use by the Board or the Committee, unless otherwise provided in the resolutions approving the delegation authority. Notwithstanding anything to the contrary herein, neither the Board nor any Committee may delegate to an Officer who is acting solely in the capacity of an Officer (and not also as a Director) the authority to determine the Fair Market Value.

8. TAX WITHHOLDING.

(a) Withholding Authorization. As a condition to acceptance of any Award under the Plan, a Participant authorizes withholding from payroll and any other amounts payable to such Participant, and otherwise agree to make adequate provision for (including), any sums required to satisfy any U.S. and/or non-U.S. federal, state, or local tax or social insurance contribution withholding obligations case of the Company or an Affiliate, if Unity also except disclosure to any employee of them on "a need to know basis". For the avoidance of any doubt, each Party shall be entitled to consult with his legal and tax advisors, who are bound by confidentiality obligations, regarding this Agreement. The Parties hereto will mutually coordinate prior to the Effective Date, and shall agree upon in advance, the press release, and public announcement(s) of the separation contemplated hereunder, as well as any communications to employees, customers and business partners. Each Party undertakes not to make any disclosures or public announcements or interviews which arise are inconsistent with, or extend beyond the scope of, the agreed upon press release and communications.

22. Each Party acknowledges that the undertakings contained in connection with the exercise, vesting or settlement of such Award, as applicable. Accordingly, a Participant may not be able to exercise an Award even though the Award is vested, this Agreement are irrevocable and the other party and the Group shall be relying upon the undertakings herein. Each Party further acknowledges that the Company shall have no obligation and/or Unity's (as applicable) willingness to issue shares of Common Stock subject grant the Benefits and to an Award, unless and until agree to the covenants hereunder or the Executive's willingness to agree to the covenants hereunder, as applicable, is based strictly upon such obligations are satisfied.

(b) Satisfaction of Withholding Obligation. To the extent permitted Party's agreement to be bound by the terms of an Award Agreement, this Agreement. The Executive agrees that in case of his failure to comply with the conditions set forth in Section 8, he shal I not be entitled to any of the Benefits and if any of such Benefit/s already granted to him, the amounts representing the value of such Benefit/s/entitlements, will immediately be repaid to the Company on first demand, in addition to any other remedies or causes of action the Company may in its sole discretion, satisfy otherwise have at law.

23. The Executive acknowledges that the Benefits do not create any U.S. and/ entitlement (explicitly or non-U.S. federal, state, or local tax or social insurance withholding obligation relating implicitly) to an Award by any right for anyone other than the undersigned (but subject to rights of the following means or by a combination of such means: (i) causing the Participant to tender a cash payment; (ii) withholding shares of Common Stock from the shares of Common Stock issued or otherwise issuable to the Participant in connection with the Award; (iii) withholding cash from an Award settled in cash; (iv) withholding payment from any amounts otherwise payable to the Participant; (v) by allowing a Participant to effectuate a “cashless exercise” pursuant to a program developed under Regulation T as promulgated by the U.S. Federal Reserve Board, or (vi) by such other method as may be set forth third parties in the Award Agreement.

(c) No Obligation to Notify or Minimize Taxes; No Liability to Claims. Except as required by Applicable Law, case the Company has no duty or obligation to any Participant to advise such holder as to the time or manner of exercising such Award. Furthermore, the Company has no duty or obligation to warn or otherwise advise such holder of a pending termination or expiration of an Award or a possible period in which the Award may not be exercised. The Company has no duty or obligation to minimize the tax consequences of an Award to the holder of such Award and will not be liable to any holder of an Award for any adverse tax consequences to such holder in connection with an Award. As a condition to accepting an Award under the Plan, each Participant (i) agrees to not make any claim against the Company, or any of its Officers, Directors, Employees or Affiliates related to tax liabilities arising from such Award or other Company compensation and (ii) acknowledges that such Participant was advised to consult with his or her own personal tax, financial and other legal advisors regarding the tax consequences of the Award and has either done so or knowingly and voluntarily declined to do so. Additionally, each Participant acknowledges any Option or SAR granted under the Plan is exempt from Section 409A only if the exercise or strike price is at least equal to the “fair market value” of the Common Stock on the date of grant as determined by the Internal Revenue Service and there is no other impermissible deferral of compensation associated with the Award. Additionally, as a condition to accepting an Option or SAR granted under the Plan, each Participant agrees not make any claim against the Company, or any of its Officers, Directors, Employees or Affiliates in the event that the U.S. Internal Revenue Service asserts that such exercise price or strike price is less than the “fair market value” of the Common Stock on the date of grant as subsequently determined by the U.S. Internal Revenue Service.

(d) Withholding Indemnification. As a condition to accepting an Award under the Plan, in the event that the amount of the Company’s and/or its Affiliate’s withholding obligation in connection with such Award was greater than the amount actually withheld by the Company and/or its Affiliates, each Participant agrees to indemnify and hold the Company and/or its Affiliates harmless from any failure by the Company and/or its Affiliates to withhold the proper amount.

9. MISCELLANEOUS.

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(a) **Source of Shares.** The stock issuable under the Plan will be shares of authorized but unissued or reacquired Common Stock, including shares repurchased by the Company on the open market or otherwise.

(b) **Use of Proceeds from Sales of Common Stock**. Proceeds from the sale of shares of Common Stock pursuant to Awards will constitute general funds of the Company.

(c) **Corporate Action Constituting Grant of Awards**. Corporate action constituting a grant by the Company of an Award to any Participant will be deemed completed as of the date of such corporate action, unless otherwise determined by the Board, regardless of when the instrument, certificate, or letter evidencing the Award is communicated to, or actually received or accepted by, the Participant. In the event that the corporate records (e.g., Board consents, resolutions or minutes) documenting the corporate action approving the grant contain terms (e.g., exercise price, vesting schedule or number of shares) that are inconsistent with those in the Award Agreement or related grant documents as a result of a clerical error in the Award Agreement or related grant documents, the corporate records will control and the Participant will have no legally binding right to the incorrect term in the Award Agreement or related grant documents.

(d) **Stockholder Rights**. No Participant will be deemed to be the holder of, or to have any of the rights of a holder with respect to, any shares of Common Stock subject to such Award unless and until (i) such Participant has satisfied all requirements for exercise of the Award pursuant to its terms, if applicable, and (ii) the issuance of the Common Stock subject to such Award is reflected in the records of the Company.

(e) **No Employment or Other Service Rights**. Nothing in the Plan, any Award Agreement or any other instrument executed thereunder or in connection with any Award granted pursuant thereto will confer upon any Participant any right to continue to serve the Company or an Affiliate in the capacity in effect at the time the Award was granted or affect the right of the Company or an Affiliate to terminate at will and without regard to any future vesting opportunity that a Participant may have with respect to any Award (i) the employment of an Employee with or without notice and with or without cause, (ii) the service of a Consultant pursuant to the terms of such Consultant's agreement with the Company or an Affiliate, or (iii) the service of a Director pursuant to the Bylaws of the Company or an Affiliate, and any applicable provisions of the corporate law of the U.S. state or non-U.S. jurisdiction in which the Company or the Affiliate is incorporated, as the case may be. Further, nothing in the Plan, any Award Agreement or any other instrument executed thereunder or in connection with any Award will constitute any promise or commitment by the Company or an Affiliate regarding the fact or nature of future positions, future work assignments, future compensation or any other term or condition of employment or service or confer any right or benefit under the Award or the Plan unless such right or benefit has specifically accrued under the terms of the Award Agreement and/or Plan.

(f) **Change in Time Commitment**. In the event a Participant's regular level of time commitment in the performance of his or her services for the Company and any Affiliates is reduced (for example, and without limitation, if the Participant is an Employee of the Company and the Employee has a change in status from a full-time Employee to a part-time Employee or takes an extended leave of absence) after the date of grant of any Award to the Participant, the Board may determine, to the extent permitted by Applicable Law, to (i) make a corresponding reduction in the number of shares or cash amount subject to any portion of such Award that is scheduled to vest or become payable after the date of such change in time commitment, and (ii) in lieu of or in combination with such a reduction, extend the vesting or payment schedule applicable to such Award. In the event of any such reduction, the Participant will have no right with respect to any portion of the Award that is so reduced or extended.

(g) **Execution of Additional Documents**. As a condition to accepting an Award under the Plan, the Participant agrees to execute any additional documents or instruments necessary or desirable, as determined in the Plan Administrator's sole discretion, to carry out the purposes or intent of the Award, or facilitate compliance with securities and/or other regulatory requirements, in each case at the Plan Administrator's request.

(h) **Electronic Delivery and Participation**. Any reference herein or in an Award Agreement to a "written" agreement or document will include any agreement or document delivered electronically, filed publicly at www.sec.gov (or any successor website thereto) or posted on the Company's intranet (or other shared electronic medium controlled by the Company to which the Participant has access). By accepting any Award the Participant consents to receive documents by electronic delivery and to participate in the Plan through any on-line electronic system established and maintained by the Plan Administrator or another third party selected by the Plan Administrator. The form of delivery of any Common Stock (e.g., a stock certificate or electronic entry evidencing such shares) shall be determined by the Company.

(i) **Clawback/Recovery**. All Awards granted under the Plan will be subject to recoupment Executive's death, in accordance with any clawback policy that the Company is required to adopt pursuant to the listing standards of any national securities exchange or association on which the Company's securities are listed or as is otherwise required by the Dodd-Frank Wall Street Reform and Consumer Protection Act or other Applicable Law and any clawback policy that the Company otherwise adopts, to the extent applicable and permissible under Applicable Law. In addition, the Board may impose such other clawback, recovery or recoupment provisions in an Award Agreement as the Board determines necessary or appropriate, including but not limited to a reacquisition right in respect of previously acquired shares of Common Stock or other cash or property upon the occurrence of Cause. No recovery of compensation under such a clawback policy will be an event giving rise to a Participant's right to voluntarily terminate employment upon a "resignation for good reason," or for a "constructive termination" or any similar term under any plan of or agreement with the Company. law).

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(j) 24. Securities Law Compliance. A Participant will The Executive acknowledges that he is familiar with and understands the English language and does not be issued require translation of this Agreement to any shares in respect of an Award unless either (i) the shares are registered under the Securities Act; or (ii) the Company has determined that such issuance would be exempt from the registration requirements of the Securities Act. Each Award also must comply with other Applicable Law governing the Award, and a Participant will not receive such shares if the Company determines that such receipt would not be in material compliance with Applicable Law. language.

(k) 25. Transfer or Assignment of Awards; Issued Shares. Except as expressly provided in the Plan or the form of Award This Agreement Awards granted under the Plan may not be transferred or assigned by the Participant. After the vested shares subject to an Award have been issued, or in the case of Restricted Stock and similar awards, after the issued shares have vested, the holder of such shares is free to assign, hypothecate, donate, encumber or otherwise dispose of any interest in such shares provided that any such actions are in compliance with the provisions herein, the terms of the Trading Policy and Applicable Law.

(l) Effect on Other Employee Benefit Plans. The value of any Award granted under the Plan, as determined upon grant, vesting or settlement, shall not be included as compensation, earnings, salaries, or other similar terms used when calculating any Participant's benefits under any employee benefit plan sponsored by the Company or any Affiliate, except as such plan otherwise expressly provides. The Company expressly reserves its rights to amend, modify, or terminate any of the Company's or any Affiliate's employee benefit plans.

(m) Deferrals. To the extent permitted by Applicable Law, the Board, in its sole discretion, may determine that the delivery of Common Stock or the payment of cash, upon the exercise, vesting or settlement of all or a portion of any Award may be deferred and may also establish programs and procedures for deferral elections to be made by Participants. Deferrals will be made in accordance with the requirements of Section 409A.

(n) Section 409A. Unless otherwise expressly provided for in an Award Agreement, the Plan and Award Agreements will be interpreted to the greatest extent possible in a manner that makes the Plan and the Awards granted hereunder exempt from Section 409A, and, to the extent not so exempt, in compliance with the requirements of Section 409A. If the Board determines that any Award granted hereunder is not exempt from and is therefore subject to Section 409A, the Award Agreement evidencing such Award will incorporate the terms and conditions necessary to avoid the consequences specified in Section 409A(a)(1) of the Code, and to the extent an Award Agreement is silent on terms necessary for compliance, such terms are hereby incorporated by reference into the Award Agreement. Notwithstanding anything to the contrary in this Plan (and unless the Award Agreement specifically provides otherwise), if the shares of Common Stock are publicly traded, and if a Participant holding an Award that constitutes "deferred compensation" under Section 409A is a "specified employee" for purposes of Section 409A, no distribution or payment of any amount that is due because of a "separation from service" (as defined in Section 409A without regard to alternative definitions thereunder) will be issued or paid before the date that is six months and one day following the date of such Participant's "separation from service" or, if earlier, the date of the Participant's death, unless such distribution or payment can be made in a manner that complies with Section 409A, and any amounts so deferred will be paid in a lump sum on the day after such six month period elapses, with the balance paid thereafter on the original schedule.

(o) Choice of Law. This Plan and any controversy arising out of or relating to this Plan shall be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to conflict of law principles that would result in any application of any law other than the law of the State of Delaware.

10. COVENANTS OF THE COMPANY. Israel.

(a) 26. Compliance with Law. The Company will seek to obtain from each regulatory commission or agency, as may be deemed necessary, having jurisdiction over the Plan such authority as may be required to grant Awards Executive declares that he is fully aware of his rights and to issue and sell shares of Common Stock upon exercise or vesting of the Awards; provided, however, that this undertaking Agreement is signed by him of his own free will not require after having reviewed all entitlements and rights after consulting with any person of his choosing, including legal advisors who have advised him throughout the Company to register under the Securities Act the Plan, any Award or any Common Stock issued or issuable pursuant to any such Award. If, after reasonable efforts and at a reasonable cost, the Company is unable to obtain from any such regulatory commission or agency the authority that counsel for the Company deems necessary or advisable for the lawful issuance and sale of Common Stock under the Plan, the Company will be relieved from any liability for failure to issue and sell Common Stock upon exercise or vesting of such Awards unless and until such authority is obtained. A

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Participant is not eligible for the grant of an Award or the subsequent issuance of Common Stock pursuant to the Award if such grant or issuance would be in violation of any Applicable Law. process.

11. 27. ADDITIONAL RULES FOR AWARDS SUBJECT TO SECTION 409A.

(a) Application. Unless the provisions of this Section of the Plan are expressly superseded by the provisions in the form of Award This Agreement the provisions of this Section shall apply and shall supersede anything to the contrary set forth in the Award Agreement for a Non-Exempt Award.

(b) Non-Exempt Awards Subject to Non-Exempt Severance Arrangements. To the extent a Non-Exempt Award is subject to Section 409A due to application of a Non-Exempt Severance Arrangement, the following provisions of this subsection (b) apply.

(i) If the Non-Exempt Award vests in the ordinary course during the Participant's Continuous Service in accordance with the vesting schedule set forth in the Award Agreement, and does not accelerate vesting under the terms of a Non-Exempt Severance Arrangement, in no event will the shares be issued in respect of such Non-Exempt Award any later than the later of: (i) December 31st of the calendar year that includes the applicable vesting date, or (ii) the 60th day that follows the applicable vesting date.

(ii) If vesting of the Non-Exempt Award accelerates under the terms of a Non-Exempt Severance Arrangement in connection with the Participant's Separation from Service, and such vesting acceleration provisions were in effect as of the date of grant of the Non-Exempt Award and, therefore, are part of the terms of such Non-Exempt Award as of the date of grant, then the shares will be earlier issued in settlement of such Non-Exempt Award upon the Participant's Separation from Service in accordance with the terms of the Non-Exempt Severance Arrangement, but in no event later than the 60th day that follows the date of the Participant's Separation from Service. However, if at the time the shares would otherwise be issued the Participant is subject to the distribution limitations contained in Section 409A applicable to "specified employees," as defined in Section 409A(a)(2)(B)(i) approval of the Code, such shares shall not be issued before the date that is six months following the date of such Participant's Separation from Service, or, if earlier, the date of the Participant's death that occurs within such six month period.

(iii) If vesting of a Non-Exempt Award accelerates under the terms of a Non-Exempt Severance Arrangement in connection with a Participant's Separation from Service, and such vesting acceleration provisions were not in effect as of the date of grant of the Non-Exempt Award and, therefore, are not a part of the terms of such Non-Exempt Award on the date of grant, then such acceleration of vesting of the Non-Exempt Award shall not accelerate the issuance date of the shares, but the shares shall instead be issued on the same schedule as set forth in the Grant Notice as if they had vested in the ordinary course during the Participant's Continuous Service, notwithstanding the vesting acceleration of the Non-Exempt Award. Such issuance schedule is intended to satisfy the requirements of payment on a specified date or pursuant to a fixed schedule, as provided under Treasury Regulations Section 1.409A-3(a)(4).

(c) Treatment of Non-Exempt Awards Upon a Corporate Transaction for Employees and Consultants. The provisions of this subsection (c) shall apply and shall supersede anything to the contrary set forth in the Plan with respect to the permitted treatment of any Non-Exempt Award in connection with a Corporate Transaction if the Participant was either an Employee or Consultant upon the applicable date of grant of the Non-Exempt Award.

(i) Vested Non-Exempt Awards. The following provisions shall apply to any Vested Non-Exempt Award in connection with a Corporate Transaction:

(1) If the Corporate Transaction is also a Section 409A Change in Control then the Acquiring Entity may not assume, continue or substitute the Vested Non-Exempt Award. Upon the Section 409A Change in Control the settlement of the Vested Non-Exempt Award will automatically be accelerated and the shares will be immediately issued in respect of the Vested Non-Exempt Award. Alternatively, the Company may instead provide that the Participant will receive a cash settlement equal to the Fair Market Value of the shares that would otherwise be issued to the Participant upon the Section 409A Change in Control.

(2) If the Corporate Transaction is not also a Section 409A Change in Control, then the Acquiring Entity must either assume, continue or substitute each Vested Non-Exempt Award. The shares to be issued in respect of the Vested Non-Exempt Award shall be issued to the Participant by the Acquiring Entity on the same schedule that the shares would have been issued to the Participant if the Corporate Transaction had not occurred. In the Acquiring Entity's discretion, in lieu of an issuance of shares, the Acquiring Entity may instead substitute a cash payment on each applicable issuance date, equal to the Fair Market Value of the shares that would otherwise be issued to the Participant on such issuance dates, with the determination of the Fair Market Value of the shares made on the date of the Corporate Transaction.

(ii) Unvested Non-Exempt Awards. The following provisions shall apply to any Unvested Non-Exempt Award unless otherwise determined by the Board pursuant to subsection (e) of this Section.

(1) In the event of a Corporate Transaction, the Acquiring Entity shall assume, continue or substitute any Unvested Non-Exempt Award. Unless otherwise determined by the Board, any Unvested Non-Exempt Award will remain subject to the same vesting and forfeiture restrictions that were applicable to the Award prior to the Corporate Transaction. The shares to be issued in respect of any Unvested Non-Exempt Award shall be issued to the Participant by the Acquiring Entity on the same schedule that the shares would have been issued to the Participant if the Corporate Transaction had not

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occurred. In the Acquiring Entity's discretion, in lieu of an issuance of shares, the Acquiring Entity may instead substitute a cash payment on each applicable issuance date, equal to the Fair Market Value of the shares that would otherwise be issued to the Participant on such issuance dates, with the determination of Fair Market Value of the shares made on the date of the Corporate Transaction.

(2) If the Acquiring Entity will not assume, substitute or continue any Unvested Non-Exempt Award in connection with a Corporate Transaction, then such Award shall automatically terminate and be forfeited upon the Corporate Transaction with no consideration payable to any Participant in respect of such forfeited Unvested Non-Exempt Award. Notwithstanding the foregoing, to the extent permitted and in compliance with the requirements of Section 409A, the Board may in its discretion determine to elect to accelerate the vesting and settlement of the Unvested Non-Exempt Award upon the Corporate Transaction, or instead substitute a cash payment equal to the Fair Market Value of such shares that would otherwise be issued to the Participant, as further provided in subsection (e)(ii) below. In the absence of such discretionary election by the Board, any Unvested Non-Exempt Award shall be forfeited without payment of any consideration to the affected Participants if the Acquiring Entity will not assume, substitute or continue the Unvested Non-Exempt Awards in connection with the Corporate Transaction.

(3) The foregoing treatment shall apply with respect to all Unvested Non-Exempt Awards upon any Corporate Transaction, and regardless of whether or not such Corporate Transaction is also a Section 409A Change in Control.

(d) **Treatment of Non-Exempt Awards Upon a Corporate Transaction for Non-Employee Directors.** The following provisions of this subsection (d) shall apply and shall supersede anything to the contrary that may be set forth in the Plan with respect to the permitted treatment of a Non-Exempt Director Award in connection with a Corporate Transaction.

(i) If the Corporate Transaction is also a Section 409A Change in Control then the Acquiring Entity may not assume, continue or substitute the Non-Exempt Director Award. Upon the Section 409A Change in Control the vesting and settlement of any Non-Exempt Director Award will automatically be accelerated and the shares will be immediately issued to the Participant in respect of the Non-Exempt Director Award. Alternatively, the Company may provide that the Participant will instead receive a cash settlement equal to the Fair Market Value of the shares that would otherwise be issued to the Participant upon the Section 409A Change in Control pursuant to the preceding provision.

(ii) If the Corporate Transaction is not also a Section 409A Change in Control, then the Acquiring Entity must either assume, continue or substitute the Non-Exempt Director Award. Unless otherwise determined by the Board, the Non-Exempt Director Award will remain subject to the same vesting and forfeiture restrictions that were applicable to the Award prior to the Corporate Transaction. The shares to be issued in respect of the Non-Exempt Director Award shall be issued to the Participant by the Acquiring Entity on the same schedule that the shares would have been issued to the Participant if the Corporate Transaction had not occurred. In the Acquiring Entity's discretion, in lieu of an issuance of shares, the Acquiring Entity may instead substitute a cash payment on each applicable issuance date, equal to the Fair Market Value of the shares that would otherwise be issued to the Participant on such issuance dates, with the determination of Fair Market Value made on the date of the Corporate Transaction.

(e) If the RSU Award is a Non-Exempt Award, then the provisions in this Section 11(e) shall apply and supersede anything to the contrary that may be set forth in the Plan or the Award Agreement with respect to the permitted treatment of such Non-Exempt Award:

(i) Any exercise by the Board of discretion to accelerate the vesting of a Non-Exempt Award shall not result in any acceleration of the scheduled issuance dates for the shares in respect of the Non-Exempt Award unless earlier issuance of the shares upon the applicable vesting dates would be in compliance with the requirements of Section 409A.

(ii) The Company explicitly reserves the right to earlier settle any Non-Exempt Award to the extent permitted Directors- Human Capital and in compliance with the requirements of Section 409A, including pursuant to any of the exemptions available in Treasury Regulations Section 1.409A-3(j)(4)(ix) Compensation Committee (HCCC).

(iii) To the extent the terms of any Non-Exempt Award provide that it will be settled upon a Change in Control or Corporate Transaction, to the extent it is required for compliance with the requirements of Section 409A, the Change in Control or Corporate Transaction event triggering settlement must also constitute a Section 409A Change in Control. To the extent the terms of a Non-Exempt Award provides that it will be settled upon a termination of employment or termination of Continuous Service, to the extent it is required for compliance with the requirements of Section 409A, the termination event triggering settlement must also constitute a Separation From Service. However, if at the time the shares would otherwise be issued to a Participant in connection with a "separation from service" such Participant is subject to the distribution limitations contained in Section 409A applicable to "specified employees," as defined in Section 409A(a)(2)(B)(i) of the Code, such shares shall not be issued before the date that is six months following the date of the Participant's Separation From Service, or, if earlier, the date of the Participant's death that occurs within such six month period.

(iv) The provisions in this subsection (e) for delivery of the shares in respect of the settlement of a RSU Award that is a Non-Exempt Award are intended to comply with the requirements of Section 409A so that the delivery of the shares to the Participant in respect of such Non-Exempt Award will not trigger the additional tax imposed under Section 409A, and any ambiguities herein will be so interpreted.

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12. SEVERABILITY.

If all or any part of the Plan or any Award Agreement is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity shall not invalidate any portion of the Plan or such Award Agreement not declared to be unlawful or invalid. Any Section of the Plan or any Award Agreement (or part of such a Section) so declared to be unlawful or invalid shall, if possible, be construed in a manner which will give effect to the terms of such Section or part of a Section to the fullest extent possible while remaining lawful and valid.

13. TERMINATION OF THE PLAN.

The Board may suspend or terminate the Plan at any time. No Incentive Stock Options may be granted after the tenth anniversary of the earlier of: (i) the Adoption Date, or (ii) the date the Plan is approved by the Company's stockholders. No Awards may be granted under the Plan while the Plan is suspended or after it is terminated.

14. DEFINITIONS.

As used in the Plan, the following definitions apply to the capitalized terms indicated below:

(a) "***Acquiring Entity***" means the surviving or acquiring corporation (or its parent company) in connection with a Corporate Transaction.

(b) "***Adoption Date***" means the date the Plan is first approved by the Board or Compensation Committee.

(c) "***Affiliate***" means, at the time of determination, any "parent" or "subsidiary" of the Company as such terms are defined in Rule 405 promulgated under the Securities Act. The Board may determine the time or times at which "parent" or "subsidiary" status is determined within the foregoing definition.

(d) "***Applicable Law***" means shall mean the Code and any applicable U.S. or non-U.S. securities, federal, state, material local or municipal or other law, statute, constitution, principle of common law, resolution, ordinance, code, edict, decree, rule, listing rule, regulation, judicial decision, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Body (including under the authority of any applicable self-regulating organization such as the Nasdaq Stock Market, New York Stock Exchange, or the Financial Industry Regulatory Authority).

(e) "***Award***" means any right to receive Common Stock, cash or other property granted under the Plan (including an Incentive Stock Option, a Nonstatutory Stock Option, a Restricted Stock Award, a RSU Award, a SAR, a Performance Award or any Other Award).

(f) "***Award Agreement***" means a written agreement between the Company and a Participant evidencing the terms and conditions of an Award. The Award Agreement generally consists of the Grant Notice and the agreement containing the written summary of the general terms and conditions applicable to the Award and which is provided to a Participant along with the Grant Notice.

(g) "***Board***" means the board of directors of the Company (or its designee). Any decision or determination made by the Board shall be a decision or determination that is made in the sole discretion of the Board (or its designee), and such decision or determination shall be final and binding on all Participants.

(h) "***Capitalization Adjustment***" means any change that is made in, or other events that occur with respect to, the Common Stock subject to the Plan or subject to any Award after the Effective Time without the receipt of consideration by the Company through merger, consolidation, reorganization, recapitalization, reincorporation, stock dividend, dividend in property other than cash, large nonrecurring cash dividend, stock split, reverse stock split, liquidating dividend, combination of shares, exchange of shares, change in corporate structure or any similar equity restructuring transaction, as that term is used in Statement of Financial Accounting Standards Board Accounting Standards Codification Topic 718 (or any successor thereto). Notwithstanding the foregoing, the conversion of any convertible securities of the Company will not be treated as a Capitalization Adjustment.

(i) "***Cause***"has the meaning ascribed to such term in any written agreement between the Participant and the Company defining such term and, in the absence of such agreement, such term means, with respect to a Participant, the occurrence of any of the following events: (i) the Participant's theft, dishonesty, willful misconduct, breach of fiduciary duty for personal profit, or falsification of any Company or Affiliate documents or records; (ii) the Participant's material failure to abide by the Company's Code of Conduct or other policies (including, without limitation, policies relating to confidentiality and reasonable workplace conduct and policies of any Affiliate, as applicable); (iii) the Participant's unauthorized use, misappropriation, destruction or diversion of any tangible or intangible asset or corporate opportunity of the Company or any of its Affiliates (including, without limitation, the Participant's improper use or disclosure of Company or Affiliate confidential or proprietary information); (iv) any intentional act by the Participant which has a material detrimental effect on the Company's or its Affiliate's reputation or business; (v) the Participant's repeated failure or inability to perform any reasonable assigned duties after written notice from the Company (or its Affiliate, as applicable) of, and a reasonable opportunity to cure, such failure or inability; (vi) any material breach by the Participant of any employment or service agreement between the Participant and the Company (or its Affiliate, as applicable), which breach is not cured pursuant to the terms of such agreement; or (vii) the Participant's conviction (including any plea of guilty or *nolo contendere*) of any criminal act involving fraud, dishonesty, misappropriation or moral turpitude, or which impairs the Participant's ability to perform his or her duties with the Company (or its Affiliate,

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as applicable). The determination that a termination of the Participant's Continuous Service is either for Cause or without Cause will be made by the Board with respect to Participants who are executive officers of the Company and by the Company's Chief Executive Officer with respect to Participants who are not executive officers of the Company. Any determination by the Company that the Continuous Service of a Participant was terminated with or without Cause for the purposes of outstanding Awards held by such Participant will have no effect upon any determination of the rights or obligations of the Company or such Participant for any other purpose.

(j) "***Change in Control***" means the occurrence, in a single transaction or in a series of related transactions, of any one or more of the following events; provided, however, to the extent necessary to avoid adverse personal income tax consequences to the Participant in connection with an Award, also constitutes a Section 409A Change in Control:

(i) any Exchange Act Person becomes the Owner, directly or indirectly, of securities of the Company representing more than 50% of the combined voting power of the Company's then outstanding securities other than by virtue of a merger, consolidation or similar transaction. Notwithstanding the foregoing, a Change in Control shall not be deemed to occur (A) on account of the acquisition of securities of the Company directly from the Company, (B) on account of the acquisition of securities of the Company by an investor, any affiliate thereof or any other Exchange Act Person that acquires the Company's securities in a transaction or series of related transactions the primary purpose of which is to obtain financing for the Company through the issuance of equity securities, or (C) solely because the level of Ownership held by any Exchange Act Person (the "***Subject Person***") exceeds the designated percentage threshold of the outstanding voting securities as a result of a repurchase or other acquisition of voting securities by the Company reducing the number of shares outstanding, provided that if a Change in Control would occur (but for the operation of this sentence) as a result of the acquisition of voting securities by the Company, and after such share acquisition, the Subject Person becomes the Owner of any additional voting securities that, assuming the repurchase or other acquisition had not occurred, increases the percentage of the then outstanding voting securities Owned by the Subject Person over the designated percentage threshold, then a Change in Control shall be deemed to occur;

(ii) there is consummated a merger, consolidation or similar transaction involving (directly or indirectly) the Company and, immediately after the consummation of such merger, consolidation or similar transaction, the stockholders of the Company immediately prior thereto do not Own, directly or indirectly, either (A) outstanding voting securities representing more than 50% of the combined outstanding voting power of the surviving Entity in such merger, consolidation or similar transaction or (B) more than 50% of the combined outstanding voting power of the parent of the surviving Entity in such merger, consolidation or similar transaction, in each case in substantially the same proportions as their Ownership of the outstanding voting securities of the Company immediately prior to such transaction;

(iii) the stockholders of the Company approve or the Board approves a plan of complete dissolution or liquidation of the Company, or a complete dissolution or liquidation of the Company shall otherwise occur, except for a liquidation into a parent corporation;

(iv) there is consummated a sale, lease, exclusive license or other disposition of all or substantially all of the consolidated assets of the Company and its Subsidiaries, other than a sale, lease, license or other disposition of all or substantially all of the consolidated assets of the Company and its Subsidiaries to an Entity, more than 50% of the combined voting power of the voting securities of which are Owned by stockholders of the Company in substantially the same proportions as their Ownership of the outstanding voting securities of the Company immediately prior to such sale, lease, license or other disposition; or

(v) individuals who, on the date the Plan is adopted by the Board, are members of the Board (the "***Incumbent Board***") cease for any reason to constitute at least a majority of the members of the Board; provided, however, that if the appointment or election (or nomination for election) of any new Board member was approved or recommended by a majority vote of the members of the Incumbent Board then still in office, such new member shall, for purposes of this Plan, be considered as a member of the Incumbent Board.

Notwithstanding the foregoing or any other provision of this Plan, (A) the term Change in Control shall not include a sale of assets, merger or other transaction effected exclusively for the purpose of changing the domicile of the Company, and (B) the definition of Change in Control (or any analogous term) in an individual written agreement between the Company or any Affiliate and the Participant shall supersede the foregoing definition with respect to Awards subject to such agreement; provided, however, that if no definition of Change in Control or any analogous term is set forth in such an individual written agreement, the foregoing definition shall apply.

(k) "***Code***" means the U.S. Internal Revenue Code of 1986, as amended, including any applicable regulations and guidance thereunder.

(l) "***Committee***" means the Compensation Committee and any other committee of one or more Directors to whom authority has been delegated by the Board or Compensation Committee in accordance with the Plan.

(m) "***Common Stock***" means the common stock of the Company.

(n) "***Company***" means Unity Software Inc., a Delaware corporation, and any successor corporation thereto.

(o) "***Compensation Committee***" means the Compensation Committee of the Board.

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(p) "***Consultant***" means any person, including an advisor, who is (i) engaged by the Company or an Affiliate to render consulting or advisory services and is compensated for such services, or (ii) serving as a member of the board of directors of an Affiliate and is compensated for such services. However, service solely as a Director, or payment of a fee for such service, will not cause a Director to be considered a "Consultant" for purposes of the Plan.Notwithstanding the foregoing, a person is treated as a Consultant under this Plan only if a Form S-8 Registration Statement under the Securities Act is available to register either the offer or the sale of the Company's securities to such person.

(q) "***Continuous Service***" means that the Participant's service with the Company or an Affiliate, whether as an Employee, Director or Consultant, is not interrupted or terminated. A change in the capacity in which the Participant renders service to the Company or an Affiliate as an Employee, Director or Consultant or a change in the Entity for which the Participant renders such service, provided that there is no interruption or termination of the Participant's service with the Company or an Affiliate, will not terminate a Participant's Continuous Service; provided, however, that if the Entity for which a Participant is rendering services ceases to qualify as an Affiliate, as determined by the Board, such Participant's Continuous Service will be considered to have terminated on the date such Entity ceases to qualify as an Affiliate. For example, a change in status from an Employee of the Company to a Consultant of an Affiliate or to a Director will not constitute an interruption of Continuous Service. To the extent permitted by law, the Board or the chief executive officer of the Company, in that party's sole discretion, may determine whether Continuous Service will be considered interrupted in the case of (i) any leave of absence approved by the Board or chief executive officer, including sick leave, military leave or any other personal leave, or (ii) transfers between the Company, an Affiliate, or their successors. Notwithstanding the foregoing, a leave of absence will be treated as Continuous Service for purposes of vesting in an Award only to such extent as may be provided in the Company's leave of absence policy, in the written terms of any leave of absence agreement or policy applicable to the Participant, or as otherwise required by law. In addition, to the extent required for exemption from or compliance with Section 409A, the determination of whether there has been a termination of Continuous Service will be made, and such term will be construed, in a manner that is consistent with the definition of "separation from service" as defined under U.S. Treasury Regulation Section 1.409A-1(h) (without regard to any alternative definition thereunder).

(r) "***Corporate Transaction***" means the consummation, in a single transaction or in a series of related transactions, of any one or more of the following events:

(i) a saleor other disposition of all or substantially all, as determined by the Board, of the consolidated assets of the Company and its Subsidiaries;

(ii) a sale or other disposition of at least 50% of the outstanding securities of the Company;

(iii) a merger, consolidation or similar transaction following which the Company is not the surviving corporation; or

(iv) a merger, consolidation or similar transaction following which the Company is the surviving corporation but the shares of Common Stock outstanding immediately preceding the merger, consolidation or similar transaction are converted or exchanged by virtue of the merger, consolidation or similar transaction into other property, whether in the form of securities, cash or otherwise.

(s) **"*Director*"** means a member of the Board.

(t) "***determine***" or "***determined***" means as determined by the Board or the Committee (or its designee) in its sole discretion.

(u) "***Disability***" means, with respect to a Participant, such Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months, as provided in Section 22(e)(3) of the Code, and will be determined by the Board on the basis of such medical evidence as the Board deems warranted under the circumstances.

(v) "***Effective Time***" means the IPO Time, provided this Plan is approved by the Company's stockholders prior to the IPO Time.

(w) "***Employee***" means any person employed by the Company or an Affiliate. However, service solely as a Director, or payment of a fee for such services, will not cause a Director to be considered an "Employee" for purposes of the Plan.

(x) "***Employer***" means the Company or the Affiliate that employs the Participant.

(y) "***Entity***" means a corporation, partnership, limited liability company or other entity.

(z) "***Exchange Act***" means the U.S. Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

(aa) "***Exchange Act Person***" means any natural person, Entity or "group" (within the meaning of Section 13(d) or 14(d) of the Exchange Act), except that "Exchange Act Person" will not include (i) the Company or any Subsidiary of the Company, (ii) any employee benefit plan of the Company or any Subsidiary of the Company or any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any Subsidiary of the Company, (iii) an underwriter temporarily holding securities pursuant to a registered public offering of such securities, (iv) an Entity Owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their Ownership of stock of the Company; or (v) any natural person,

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Entity or "group" (within the meaning of Section 13(d) or 14(d) of the Exchange Act) that, as of the Effective Time, is the Owner, directly or indirectly, of securities of the Company representing more than 50% of the combined voting power of the Company's then outstanding securities.

(bb) "***Fair Market Value***" means, as of any date, unless otherwise determined by the Board, the value of the Common Stock (as determined on a per share or aggregate basis, as applicable) determined as follows:

(i) If the Common Stock is listed on any established stock exchange or traded on any established market, the Fair Market Value will be the closing sales price for such stock as quoted on such exchange or market (or the exchange or market with the greatest volume of trading in the Common Stock) on the date of determination, as reported in a source the Board deems reliable.

(ii) If there is no closing sales price for the Common Stock on the date of determination, then the Fair Market Value will be the closing selling price on the last preceding date for which such quotation exists.

(iii) In the absence of such markets for the Common Stock, or if otherwise determined by the Board, the Fair Market Value will be determined by the Board in good faith and in a manner that complies with Sections 409A and 422 of the Code.

(cc) "***GovernmentalBody***" means any: (a) nation, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (b) U.S. or non-U.S. federal, state, local, municipal, or other government; (c) governmental or regulatory body, or quasi-governmental body of any nature (including any governmental division, department, administrative agency or bureau, commission, authority, instrumentality, official, ministry, fund, foundation, center, organization, unit, body or Entity and any court or other tribunal, and for the avoidance of doubt, any Tax authority) or other body exercising similar powers or authority; or (d) self-regulatory organization (including the Nasdaq Stock Market, New York Stock Exchange, and the Financial Industry Regulatory Authority).

(dd) "***Grant Notice***" means the notice provided to a Participant that he or she has been granted an Award under the Plan and which includes the name of the Participant, the type of Award, the date of grant of the Award, number of shares of Common Stock subject to the Award or potential cash payment right, (if any), the vesting schedule for the Award (if any) and other key terms applicable to the Award.

(ee) "***Incentive Stock Option***" means an option granted pursuant to Section 4 of the Plan that is intended to be, and qualifies as, an "incentive stock option" within the meaning of Section 422 of the Code.

(ff) "***IPO Time***" means the time of execution of the underwriting agreement between the Company and the underwriter(s) managing the initial public offering of the Common Stock, pursuant to which the Common Stock is priced for the initial public offering.

(gg) "***Materially Impair***" means any amendment to the terms of the Award that materially adversely affects the Participant's rights under the Award. A Participant's rights under an Award will not be deemed to have been Materially Impaired by any such amendment if the Board, in its sole discretion, determines that the amendment, taken as a whole, does not materially impair the Participant's rights. For example, the following types of amendments to the terms of an Award do not Materially Impair the Participant's rights under the Award: (i) imposition of reasonable restrictions on the minimum number of shares subject to an Option that may be exercised, (ii) to maintain the qualified status of the Award as an Incentive Stock Option under Section 422 of the Code; (iii) to change the terms of an Incentive Stock Option in a manner that disqualifies, impairs or otherwise affects the qualified status of the Award as an Incentive Stock Option under Section 422 of the Code; (iv) to clarify the manner of exemption from, or to bring the Award into compliance with or qualify it for an exemption from, Section 409A; or (v) to comply with other Applicable Laws.

(hh) "***Non-Employee Director***" means a Director who either (i) is not a current employee or officer of the Company or an Affiliate, does not receive compensation, either directly or indirectly, from the Company or an Affiliate for services rendered as a consultant or in any capacity other than as a Director (except for an amount as to which disclosure would not be required under Item 404(a) of Regulation S-K promulgated pursuant to the Securities Act ("***Regulation S-K***")), does not possess an interest in any other transaction for which disclosure would be required under Item 404(a) of Regulation S-K, and is not engaged in a business relationship for which disclosure would be required pursuant to Item 404(b) of Regulation S-K; or (ii) is otherwise considered a "non-employee director" for purposes of Rule 16b-3.

(ii) "***Non-Exempt Award***" means any Award that is subject to, and not exempt from, Section 409A, including as the result of (i) a deferral of the issuance of the shares subject to the Award which is elected by the Participant or imposed by the Company or (ii) the terms of any Non-Exempt Severance Agreement.

(jj) "***Non-Exempt Director Award***" means a Non-Exempt Award granted to a Participant who was a Director but not an Employee on the applicable grant date.

(kk) "***Non-Exempt Severance Arrangement***" means a severance arrangement or other agreement between the Participant and the Company that provides for acceleration of vesting of an Award and issuance of the shares in respect of such Award upon the Participant's termination of employment or separation from service (as such term is defined in Section 409A(a)(2)(A)(i) of the Code (and without regard to any alternative definition thereunder)

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("Separation from Service") and such severance benefit does not satisfy the requirements for an exemption from application of Section 409A provided under Treasury Regulations Section 1.409A-1(b)(4), 1.409A-1(b)(9) or otherwise.

(ll) "***Nonstatutory Stock Option***" means any option granted pursuant to Section 4 of the Plan that does not qualify as an Incentive Stock Option.

(mm) "***Officer***" means a person who is an officer of the Company within the meaning of Section 16 of the Exchange Act.

(nn) "***Option***" means an Incentive Stock Option or a Nonstatutory Stock Option to purchase shares of Common Stock granted pursuant to the Plan.

(oo) "***Option Agreement***" means a written agreement between the Company and the Optionholder evidencing the terms and conditions of the Option grant. The Option Agreement includes the Grant Notice for the Option and the agreement containing the written summary of the general terms and conditions applicable to the Option and which is provided to a Participant along with the Grant Notice. Each Option Agreement will be subject to the terms and conditions of the Plan.

(pp) "***Optionholder***" means a person to whom an Option is granted pursuant to the Plan or, if applicable, such other person who holds an outstanding Option.

(qq) "***Other Award***" means an award valued in whole or in part by reference to, or otherwise based on, Common Stock, including the appreciation in value thereof (e.g., options or stock rights with an exercise price or strike price less than 100% of the Fair Market Value at the time of grant) that is not an Incentive Stock Options, Nonstatutory Stock Option, SAR, Restricted Stock Award, RSU Award or Performance Award.

(rr) "***Other Award Agreement***" means a written agreement between the Company and a holder of an Other Award evidencing the terms and conditions of an Other Award grant. Each Other Award Agreement will be subject to the terms and conditions of the Plan.

(ss)"***Own,*" "***Owned,*" "***Owner,*" "***Ownership***" means that a person or Entity will be deemed to "Own," to have "Owned," to be the "Owner" of, or to have acquired "Ownership" of securities if such person or Entity, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has or shares voting power, which includes the power to vote or to direct the voting, with respect to such securities.

(tt) "***Participant***" means an Employee, Director or Consultant to whom an Award is granted pursuant to the Plan or, if applicable, such other person who holds an outstanding Award.

(uu) "***Performance Award***" means an Award that may vest or may be exercised or a cash award that may vest or become earned and paid contingent upon the attainment during a Performance Period of certain Performance Goals and which is granted under the terms and conditions of Section 5(b) pursuant to such terms as are approved by the Board. In addition, to the extent permitted by Applicable Law and set forth in the applicable Award Agreement, the Board may determine that cash or other property may be used in payment of Performance Awards. Performance Awards that are settled in cash or other property are not required to be valued in whole or in part by reference to, or otherwise based on, the Common Stock.

(vv) "***Performance Criteria***" means the one or more criteria that the Board will select for purposes of establishing the Performance Goals for a Performance Period. The Performance Criteria that will be used to establish such Performance Goals may be based on any one of, or combination of, the following as determined by the Board: earnings (including earnings per share and net earnings); earnings before interest, taxes and depreciation; earnings before interest, taxes, depreciation and amortization; total stockholder return; return on equity or average stockholder's equity; return on assets, investment, or capital employed; stock price; margin (including gross margin); income (before or after taxes); operating income measures; operating income after taxes; pre-tax profit; operating cash flow; sales or revenue targets; increases in revenue or product revenue; expenses and cost reduction goals; improvement in or attainment of working capital levels; economic value added (or an equivalent metric); market share; cash flow; cash flow per share; share price performance; debt reduction; bookings measures; customer satisfaction; stockholders' equity; capital expenditures; debt levels; operating profit or net operating profit; workforce diversity; growth of net income or operating income; billings; financing; regulatory milestones; stockholder liquidity; corporate governance and compliance; intellectual property; personnel matters; progress of internal research; progress of partnered programs; partner satisfaction; budget management; partner or collaborator achievements; internal controls, including those related to the Sarbanes-Oxley Act of 2002; investor relations, analysts and communication; implementation or completion of projects or processes; employee retention; number of users, including unique users; strategic partnerships or transactions (including in-licensing and out-licensing of intellectual property); establishing relationships with respect to the marketing, distribution and sale of the Company's products; supply chain achievements; co-development, co-marketing, profit sharing, joint venture or other similar arrangements; individual performance goals; corporate development and planning goals; and other measures of performance selected by the Board or Committee.

(ww) "***Performance Goals***" means, for a Performance Period, the one or more goals established by the Board for the Performance Period based upon the Performance Criteria. Performance Goals may be based on a Company-wide basis, with respect to one or more business units, divisions, Affiliates, or business segments, and in either absolute terms or relative to the performance of one or more comparable companies or the performance of one or more relevant indices. Unless specified otherwise by the Board (i) in the Award Agreement at the time the Award is granted or (ii) in such other document setting forth the Performance Goals at the time the Performance Goals are established, the Board will appropriately make adjustments in the method of calculating

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the attainment of Performance Goals for a Performance Period as follows: (1) to exclude restructuring and/or other nonrecurring charges; (2) to exclude exchange rate effects; (3) to exclude the effects of changes to generally accepted accounting principles; (4) to exclude the effects of any statutory adjustments to corporate tax rates; (5) to exclude the effects of items that are "unusual" in nature or occur "infrequently" as determined under generally accepted accounting principles; (6) to exclude the dilutive effects of acquisitions or joint ventures; (7) to assume that any business divested by the Company achieved performance objectives at targeted levels during the balance of a Performance Period following such divestiture; (8) to exclude the effect of any change in the outstanding shares of Common Stock of the Company by reason of any stock dividend or split, stock repurchase, reorganization, recapitalization, merger, consolidation, spin-off, combination or exchange of shares or other similar corporate change, or any distributions to common stockholders other than regular cash dividends; (9) to exclude the effects of stock based compensation and the award of bonuses under the Company's bonus plans; (10) to exclude costs incurred in connection with potential acquisitions or divestitures that are required to expensed under generally accepted accounting principles; and (11) to exclude the goodwill and intangible asset impairment charges that are required to be recorded under generally accepted accounting principles. In addition, the Board retains the discretion to reduce or eliminate the compensation or economic benefit due upon attainment of Performance Goals and to define the manner of calculating the Performance Criteria it selects to use for such Performance Period. Partial achievement of the specified criteria may result in the payment or vesting corresponding to the degree of achievement as specified in the Award Agreement or the written terms of a Performance Cash Award.

(xx) "***Performance Period***" means the period of time selected by the Board over which the attainment of one or more Performance Goals will be measured for the purpose of determining a Participant's right to vesting or exercise of an Award. Performance Periods may be of varying and overlapping duration, at the sole discretion of the Board.

(yy) "***Plan***" means this Unity Software Inc. 2020 Equity Incentive Plan, as amended from time to time.

(zz) "***Plan Administrator***" means the person, persons, and/or third-party administrator designated by the Company to administer the day to day operations of the Plan and the Company's other equity incentive programs.

(aaa) "***Post-Termination Exercise Period***" means the period following termination of a Participant's Continuous Service within which an Option or SAR is exercisable, as specified in Section 4(h).

(bbb) "***Prior Plans***' Available Reserve" means the number of shares available for the grant of new awards under the Prior Plans as of immediately prior to the Effective Time.

(ccc) "***Prior Plans***" means the Company's 2009 Stock Plan and 2019 Stock Plan.

(ddd) "***Prospectus***" means the document containing the Plan information specified in Section 10(a) of the Securities Act.

(eee) "***Restricted Stock Award***" or "***RSA***" means an Award of shares of Common Stock which is granted pursuant to the terms and conditions of Section 5(a).

(fff) "***Restricted Stock Award Agreement***" means a written agreement between the Company and a holder of a Restricted Stock Award evidencing the terms and conditions of a Restricted Stock Award grant. The Restricted Stock Award Agreement includes the Grant Notice for the Restricted Stock Award and the agreement containing the written summary of the general terms and conditions applicable to the Restricted Stock Award and which is provided to a Participant along with the Grant Notice. Each Restricted Stock Award Agreement will be subject to the terms and conditions of the Plan.

(ggg) "***Returning Shares***" means shares subject to outstanding stock awards granted under the Prior Plans and that following the Effective Time: (A) are not issued because such stock award or any portion thereof expires or otherwise terminates without all of the shares covered by such stock award having been issued; (B) are not issued because such stock award or any portion thereof is settled in cash; (C) are forfeited back to or repurchased by the Company because of the failure to meet a contingency or condition required for the vesting of such shares; (D) are withheld or reacquired to satisfy the exercise, strike or purchase price; or (E) are withheld or reacquired to satisfy a tax withholding obligation; provided, however, that any such shares that are shares of Common Stock shall instead be added to the Share Reserve as shares of Common Stock as described in Section 2(a).

(hhh) "***RSU Award***" or "***RSU***"means an Award of restricted stock units representing the right to receive an issuance of shares of Common Stock which is granted pursuant to the terms and conditions of Section 5(a).

(iii) "***RSU Award Agreement***"means a written agreement between the Company and a holder of a RSU Award evidencing the terms and conditions of a RSU Award. The RSU Award Agreement includes the Grant Notice for the RSU Award and the agreement containing the written summary of the general terms and conditions applicable to the RSU Award and which is provided to a Participant along with the Grant Notice. Each RSU Award Agreement will be subject to the terms and conditions of the Plan.

(jjj) "***Rule 16b-3***" means Rule 16b-3 promulgated under the Exchange Act or any successor to Rule 16b-3, as in effect from time to time.

(kkk) "***Rule 405***" means Rule 405 promulgated under the Securities Act.

(lll) "***Section 409A***" means Section 409A of the Code and the regulations and other guidance thereunder.

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(mmm) "***Section 409A Change in Control***" means a change in the ownership or effective control of the Company, or in the ownership of a substantial portion of the Company's assets, as provided in Section 409A(a)(2)(A)(v) of the Code and Treasury Regulations Section 1.409A-3(i)(5) (without regard to any alternative definition thereunder).

(nnn) "***Securities Act***" means the U.S. Securities Act of 1933, as amended.

(ooo) "***Share Reserve***" means the number of shares available for issuance under the Plan as set forth in Section 2(a).

(ppp) "***Stock Appreciation Right***" or "***SAR***"means a right to receive the appreciation on Common Stock that is granted pursuant to the terms and conditions of Section 4.

(qqq) "***SAR Agreement***" means a written agreement between the Company and a holder of a SAR evidencing the terms and conditions of a SAR grant. The SAR Agreement includes the Grant Notice for the SAR and the agreement containing the written summary of the general terms and conditions applicable to the SAR and which is provided to a Participant along with the Grant Notice. Each SAR Agreement will be subject to the terms and conditions of the Plan.

(rrr) "***Subsidiary***" means, with respect to the Company, (i) any corporation of which more than 50% of the outstanding Common Stock having ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether, at the time, stock of any other class or classes of such corporation will have or might have voting power by reason of the happening of any contingency) is at the time, directly or indirectly, Owned by the Company, and (ii) any partnership, limited liability company or other entity in which the Company has a direct or indirect interest (whether in the form of voting or participation in profits or capital contribution) of more than 50%.

(sss) "***Ten Percent Stockholder***" means a person who Owns (or is deemed to Own pursuant to Section 424(d) of the Code) stock possessing more than 10% of the total combined voting power of all classes of stock of the Company or any Affiliate.

(ttt) "***Trading Policy***" means the Company's policy permitting certain individuals to sell Company shares only during certain "window" periods and/or otherwise restricts the ability of certain individuals to transfer or encumber Company shares, as in effect from time to time.

(uuu) "***Unvested Non-Exempt Award***" means the portion of any Non-Exempt Award that had not vested in accordance with its terms upon or prior to the date of any Corporate Transaction.

(vvv) "***Vested Non-Exempt Award***" means the portion of any Non-Exempt Award that had vested in accordance with its terms upon or prior to the date of a Corporate Transaction.

Unity Software Inc.

Stock Option Grant Notice

(2020 Equity Incentive Plan)

Unity Software Inc. (the "***Company***"), pursuant to its 2020 Equity Incentive Plan (the "***Plan***"), has granted to you ("***Optionholder")*** an option to purchase the number of shares of the Common Stock set forth below (the "***Option***"). Your Option is subject to all of the terms and conditions as set forth herein and in the Plan and the Global Stock Option Agreement, including any country-specific appendices thereto (the "***Appendix***"), all of which are attached hereto and incorporated herein in their entirety. Capitalized terms not explicitly defined herein but defined in the Plan or the Global Stock Option Agreement (including the Appendix) shall have the meanings set forth in the Plan or the Global Stock Option Agreement, as applicable.

Optionholder:	
Date of Grant:	
Vesting Commencement Date:	
Number of Shares of Common Stock Subject to Option:	
Exercise Price (Per Share):	
Expiration Date:	

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Type of Grant:	[Incentive Stock Option] OR [Nonstatutory Stock Option]
Exercise and Vesting Schedule:	Subject to the Optionholder's Continuous Service through each applicable vesting date, the Option will vest as follows: [_____] If the Optionholder's Continuous Service terminates because of the Optionholder's death (i) within the first year of Optionholder's Continuous Service, then 50% of the Number of Shares of Common Stock Subject to Option as set forth above shall vest effective as of immediately prior to the effective time of such termination or (ii) on or following the first year of Optionholder's Continuous Service, then 100% of the Number of Shares of Common Stock Subject to Option set forth above shall vest effective as of immediately prior to the effective time of such termination.

Optionholder Acknowledgements: By your signature below or by electronic acceptance or authentication in a form authorized by the Company, you understand and agree that:

- The Option is governed by this Stock Option Grant Notice, and the provisions of the Plan and the Global Stock Option Agreement (including the Appendix), all of which are made a part of this document. This Grant Notice, the Global Stock Option Agreement and the Appendix (collectively, the "***Agreement***") may not be modified, amended or revised except in a writing signed by you and a duly authorized officer of the Company, unless otherwise provided in the Plan.
- If the Option is an Incentive Stock Option, it (plus other outstanding Incentive Stock Options granted to you) cannot be first *exercisable* for more than $100,000 in value (measured by exercise price) in any calendar year. Any excess over $100,000 is a Nonstatutory Stock Option.
- You consent to receive the Agreement, the Plan, the Prospectus and any other Plan-related documents by electronic delivery and to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.
- You have read and are familiar with the provisions of the Plan, the Agreement and the Prospectus. In the event of any conflict between the provisions in this Agreement (including the Grant Notice, the Global Option Agreement and the Appendix) or the Prospectus and the terms of the Plan, the terms of the Plan shall control.
- This Agreement sets forth the entire understanding between you and the Company regarding the acquisition of Common Stock and supersedes all prior oral and written agreements, promises and/or representations on that subject with the exception of other equity awards previously granted to you and any written employment agreement, offer letter, severance agreement, written severance plan or policy, or other written agreement between the Company and you in each case that specifies the terms that should govern this Option.
- Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

UNITY SOFTWARE INC.	OPTIONHOLDER:	
/s/ Marisa Eddy	/s/ Tomer Bar Zeex	/s/ Marisa Eddy
Marisa Eddy, Chief People Officer	**Tomer Bar Zeev**	Marisa Eddy, Chief People Officer
IronSource Ltd.		**Unity Software Inc.**
By: January 25. 2024	January 9, 2024	January 25. 2024
Date	**Date**	**Signature**
Title:		Date:
Date:		Date

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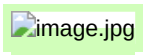
Exhibit 10.2



April 26, 2024

Clive Downie
[address intentionally omitted]

Re: Terms of Separation

Dear Clive:

Together with the Unity Software Inc.

2020 Equity Incentive Plan

Global Stock Option Senior Executive Severance Agreement

As reflected signed by your Stock Option Grant Notice you on November 5, 2019, and the letter dated January 19, 2024 from Marisa Eddy, the Settlement Agreement dated February 14, 2024, this letter confirms the agreement ("***Grant Notice***Agreement") between "Employee," ("you," "your," "yourself,") and Unity Software Inc. Technologies SF (the "***Company***" "Company") has granted you an option under its 2020 Equity Incentive Plan (the "***Plan***") to purchase a number of shares of Common Stock at concerning the exercise price indicated in your Grant Notice (the "***Option***"). Capitalized terms not explicitly defined in this Global Stock Option Agreement but defined in the Grant Notice or the Plan shall have the meanings set forth in the Grant Notice or Plan, as applicable. The terms of your Option as specified in the Grant Notice separation and this Global Stock Option Agreement, including the Appendix, as defined below, constitute your Agreement (the Grant Notice, Global Stock Option Agreement and Appendix, collectively, are referred to as the "***Agreement***").

The general terms and conditions applicable to your Option are as follows:

1. **GOVERNING PLAN DOCUMENT.** Your Option is subject to all the provisions of the Plan. Your Option is further subject to all interpretations, amendments, rules and regulations, which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between the Option Agreement and the provisions of the Plan, the provisions of the Plan shall control.

2. **EXERCISE.**

(a) You may generally exercise the vested portion of your Option for whole shares of Common Stock at any time during its term by delivery of payment of the exercise price and applicable withholding taxes and other required documentation to the Plan Administrator in accordance with the exercise procedures established by the Plan Administrator, which may include an electronic submission. Please review the Plan, which may restrict or prohibit your ability to exercise your Option during certain periods.

(b) To the extent permitted by Applicable Law, offers you may pay your Option exercise price as follows:

(i) cash, check, bank draft or money order;

(ii) subject to Company and/or Committee consent at the time of exercise, pursuant to a "cashless exercise" program as further described in the Plan if at the time of exercise the Common Stock is publicly traded;

(iii) subject to Company and/or Committee consent at the time of exercise, by delivery of previously owned shares of Common Stock as further described in the Plan; or

(iv) subject to Company and/or Committee consent at the time of exercise, if the Option is a Nonstatutory Stock Option, by a "net exercise" arrangement as further described in the Plan.

3. **TERM.** You may not exercise your Option before the commencement of its term or after its term expires. The term of your option commences on the Date of Grant and expires upon the earliest of the following:

(a) immediately upon the termination of your Continuous Service for Cause;

(b) three (3) months after the termination of your Continuous Service for any reason other than Cause, Disability or death;

(c) 12 months after the termination of your Continuous Service due to your Disability;

(d) 12 months after your death if you die during your Continuous Service;

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(e) immediately upon a Corporate Transaction if the Board has determined that the Option will terminate in connection with a Corporate Transaction,

(f) the Expiration Date indicated in your Grant Notice; or

(g) the day before the 10th anniversary of the Date of Grant.

Notwithstanding the foregoing, if you die during the period provided in Section 3(b), the term of your Option shall not expire until the earlier of (i) 12 months after your death, (ii) upon any termination of the Option in connection with a Corporate Transaction, (iii) the Expiration Date indicated in your Grant Notice, or (iv) the day before the tenth anniversary of the Date of Grant. Additionally, the Post-Termination Exercise Period of your Option may be extended as provided in the Plan.

To obtain the U.S. federal income tax advantages associated with an Incentive Stock Option, the Code requires that at all times beginning on the date of grant of your Option and ending on the day three months before the date of your Option's exercise, you must be an employee of the Company or an Affiliate, except in the event of your death or Disability. If the Company provides for the extended exercisability of your Option under certain circumstances for your benefit, your Option will not necessarily be treated as an Incentive Stock Option if you exercise your Option more than three months after the date your employment terminates.

4. WITHHOLDING OBLIGATIONS. Regardless of any action taken by the Company or, if different, the Affiliate additional separation benefits to which you provide Continuous Service (the " would otherwise not be entitled in exchange for a general release of claims and covenant not to sue.

1. Service Recipient Separation") with respect to any income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items associated :

a. Separation. Employee's employment with the grant or exercise Company was terminated effective April 28, 2024 ('the "Separation Date").

2. Cessation of Compensation, Benefits and Equity:

a. Payment of Wages: You shall receive payments in an amount equal to all final amounts owed to you for your regular and usual base salary through the Option or sale Separation Date.

b. Cessation of the underlying Common Stock or other tax-related items related to your Compensation and Benefits: All salary and compensation, as well as participation in the Plan all benefits and legally applicable to you (the "***Tax Liability***"), you hereby acknowledge and agree that the Tax Liability is your ultimate responsibility and may exceed the amount, if any, actually withheld by the Company or the Service Recipient. You further acknowledge that the Company and the Service Recipient (a) make no representations or undertakings regarding any Tax Liability in connection with any aspect incidents of this Option, employment, including, but not limited to, vesting in stock options and RSUs, and the grant, vesting or exercise accrual of bonuses, vacation, and paid time off, shall cease as of the Option, Separation Date. The exception to the issuance of Common Stock pursuant to such exercise, previous statement is that your health benefits shall cease at the subsequent sale of shares of Common Stock, and the payment of any dividends on the Shares; and (b) do not commit to and are under no obligation to structure the terms end of the grant or any aspect of the Option to reduce or eliminate your Tax Liability or achieve a particular tax result. Further, if you are subject to Tax Liability in more than one jurisdiction, you acknowledge that the Company and/or the Service Recipient (or former service recipient, as applicable) may be required to withhold or account for Tax Liability in more than one jurisdiction.

As further provided in the Plan, you may not exercise your Option unless the applicable withholding obligations with respect to the Tax Liability are satisfied, and at the time you exercise your Option, in whole or in part, or at the time of any other applicable tax withholding event with respect to your Option, you hereby authorize the Company and any applicable Service Recipient to satisfy any applicable withholding obligations with regard to the Tax Liability by one or a combination of the following methods: (i) withholding from your payroll and any other amounts payable to you, in accordance with Applicable Laws; (ii) withholding from the proceeds of the sale of shares of Common Stock issued upon exercise of the Option (including by means of a "cashless exercise" pursuant to a program developed under Regulation T as promulgated by the Federal Reserve Board to the extent permitted by the Company, or by means of the Company acting as your agent to sell sufficient shares of Common Stock for the proceeds to settle such withholding requirements, on your behalf pursuant to this authorization without further consent); (iii) withholding shares of Common Stock otherwise issuable to you upon the exercise of the Option, provided that to the extent necessary to qualify for an exemption from application of Section 16(b) of the Exchange Act, if applicable, such share withholding procedure will be subject to the express prior approval of the Board or the Company's Compensation Committee; or (iv) any other method determined by the Company to be in compliance with Applicable Law. Furthermore, you agree to pay the Company or the Service Recipient any amount the Company or the Service Recipient may be required to withhold, collect or pay as a result of your participation in the Plan or that cannot be satisfied by the means previously described. In the event that the amount of the Company's or applicable Service Recipient's withholding obligation in connection with your Option was greater than the amount actually withheld by the Company, you agree to indemnify and hold the Company and the applicable Service Recipient harmless from any failure by the Company or the applicable Service Recipient to withhold the proper amount.

The Company may withhold or account for your Tax Liability by considering statutory withholding amounts or other withholding rates applicable in your jurisdiction(s), including (1) maximum applicable rates, month in which case you may receive a refund of any over-withheld amount in cash (whether from applicable tax authorities or the Company) and will have no entitlement to the equivalent amount in Common Stock or (2) minimum or such other

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applicable rates, in which case you may be solely responsible for paying any additional Tax Liability to the applicable tax authorities. If the Tax Liability withholding obligation is satisfied by withholding shares of Common Stock, for tax purposes, you are deemed to have been issued the full number of shares of Common Stock subject to the exercised portion of the Option, notwithstanding that a number of the shares of Common Stock is held back solely for the purpose of paying such Tax Liability.

You may not be able to exercise your Option even though the Option is vested, and the Company shall have no obligation to issue shares of Common Stock Separation Date occurs, subject to your Option, unless and until such Tax Liability withholding obligations are satisfied, as determined by the Company.

5. **INCENTIVE STOCK OPTION DISPOSITION REQUIREMENT.** If right to continue your option is an Incentive Stock Option, you must notify the Company in writing within 15 days after the date of any disposition of any of the shares of the Common Stock issued upon exercise of your option that occurs within two years after the date of your option grant or within one year after such shares of Common Stock are transferred upon exercise of your option. insurance under COBRA.

6. c. TRANSFERABILITY. Stock OptionsExcept as otherwise provided in the Plan, your Option is not transferable, except by will or by the : If applicable, laws of descent and distribution, and is exercisable during your life only by you.

7. **CORPORATE TRANSACTION.** Your Option is any stock options you have been granted are subject to the terms of your stock option award agreement and the accompanying Terms of Separation: Stock Options previously signed by you. Should you have any agreement governing a Corporate Transaction involving the Company, including, without limitation, a provision for the appointment of a stockholder representative that is authorized to act on questions about your behalf with respect to any escrow, indemnities and any contingent consideration.

8. **NO LIABILITY FOR TAXES.** As a condition to accepting the Option, you hereby (a) agree to not make any claim against the Company, or any of its Officers, Directors, Employees or Affiliates related to any Tax Liability arising from the Option or any other compensation from the Company or the Service Recipient and (b) acknowledge that you were advised to consult with your own personal tax, financial and other legal advisors regarding the tax consequences of the Option and have either done so or knowingly and voluntarily declined to do so. Additionally, you acknowledge that the Option is exempt from Section 409A only if the exercise price is at least equal to the "fair market value" of the Common Stock on the date of grant as determined by the U.S. Internal Revenue Service and there is no other impermissible deferral of compensation associated with the Option. Additionally, as a condition to accepting the Option, you agree not make any claim against the Company, or any of its Officers, Directors, Employees or Affiliates in the event that the U.S. Internal Revenue Service asserts that such exercise is less than the "fair market value" of the Common Stock on the date of grant as subsequently determined by the U.S. Internal Revenue Service. award agreements, please contact equityops@unity3d.com.

9. d. SEVERABILITY. Restricted Stock Units (RSUs) If any part of this Agreement or the Plan is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity will not invalidate any portion of this Agreement or the Plan not declared to be unlawful or invalid. : Any Section of this Agreement (or part of such a Section) so declared to be unlawful or invalid will, if possible, be construed in a manner which will give effect RSUs you have been granted are subject to the terms of such Section your RSU agreement and the accompanying Terms of Separation: Stock Options previously signed by you . Should you have any questions about your RSU grant or part need assistance accessing award agreements please contact equityops@unity3d.com.

3. Separation Benefits: In exchange for your agreement to and signature on the general release and waiver of claims and covenant not to sue set forth below and your other promises herein, the Company agrees to provide you with the following (collectively, "Separation Benefits"):

a. Payment. The Company agrees to provide you with a payment in the amount of $175,950.00 less applicable state and federal payroll deductions. This sum is equivalent to six months of your base salary. This sum shall be paid in a lump sum, single payment within fifteen (15) business days following the Effective Date of the Agreement, in accordance with the Company's regular payroll practices.

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b. Corporate Bonus. Per the Senior Executive Severance Plan memo, dated November 5, 2019, you will receive 100% of your 2024 bonus, prorated to your last day of employment, less applicable withholdings required by law. This sum shall be paid in a lump sum, single payment

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within fifteen (15) business days following the Effective Date of the Agreement, in accordance with the Company's regular payroll practices

c. COBRA. The Company agrees to pay you $17,000.00 in a lump sum, less applicable taxes and withholdings, which represents a payment equal to the equivalent of six months' payment for health care continuation costs under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), less required tax withholdings and authorized deductions, and which is intended to partially offset your health care continuation coverage costs under COBRA. You understand that you remain responsible for working with the Company's outside benefits administrator to elect COBRA benefits and must timely elect coverage in order to be eligible for COBRA benefits, should you elect COBRA. A COBRA election form and enrollment package will be mailed to your home address within fourteen (14) days of the Separation Date. Enrollment is not automatic. You understand that you must apply within sixty (60) days after the Separation Date or the date of your notification letter, whichever is later, or you will forfeit your right to COBRA coverage. This sum shall be paid in a lump sum, single payment within fifteen (15) business days following the Effective Date of the Agreement, in accordance with the Company's regular payroll practices.

d. Transition Assistance. The Company will pay you transition assistance in the form of a Section payment in the amount of USD $480.00 applicable state and federal payroll deductions, subject to the fullest extent possible while remaining lawful and valid. terms of the Agreement. The sum is equivalent to the cost of one year of LinkedIn Premium. This sum shall be paid in a lump sum, single payment within fifteen (15) business days following the Effective Date of the Agreement, in accordance with the Company's regular payroll practices.

10. e. OTHER DOCUMENTS. Laptop You hereby acknowledge receipt. Retain your laptop, after Unity IT has effectively cleaned it of or the right to receive a document providing the information required by Rule 428(b)(1) promulgated under the Securities Act, which includes the Prospectus. In addition, Unity Confidential and Proprietary material.

By signing this Agreement, you acknowledge receipt of that you are receiving the Company's Trading Policy.above enumerated Separation Benefits in consideration for waiving your rights to claims referred to in this Agreement and that you would not otherwise be entitled to these benefits.

11. 4. QUESTIONS. New EmploymentIf you have questions regarding these or any other terms and conditions applicable to your Option, including a summary of the applicable U.S. federal income tax consequences, please see the Prospectus.

12. **LOCK-UP.** By accepting the Option, you. You agree that you will not sell, dispose of, transfer, make at any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale with respect to any shares of Common Stock or other securities of the Company held by you, time, after your Separation Date and for a period of one hundred eighty (180) days following the effective date of a registration statement of the Company filed under the Securities Act or such longer period as the underwriters or the Company will request to facilitate compliance with FINRA Rule 2241 or any successor or similar rules or regulation (the "***Lock-Up Period***"*); provided, however,* that nothing contained in this section will prevent the exercise of a repurchase option, if any, in favor of the Company during the Lock-Up Period. You further agree to execute and deliver such other agreements as may be reasonably requested by the Company or the underwriters that are consistent with the foregoing or that are necessary to give further effect thereto. In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to your shares of Common Stock until the end of such period. You also agree that any transferee of any shares of Common Stock (or other securities) of the Company held by you will be bound by this Section 12. The underwriters of the Company's stock are intended third party beneficiaries of this Section 12 and will have the right, power and authority to enforce the provisions hereof as though they were a party hereto.

13. **VENUE.** For purposes of any action, lawsuit, or other proceedings brought to enforce this Agreement, relating to it, or arising from it, the parties hereby submit to and consent to the sole and exclusive jurisdiction of the courts of the State of California, or the federal courts for Northern District of California, and no other courts, where this grant is made and/or to be performed.

14. **WAIVER.** You acknowledge that a waiver by the Company of any provision, or breach thereof, of this Agreement on any occasion shall not operate or be construed as a waiver of such provision on any other occasion or as a waiver of any other provision of this Agreement, or of any subsequent breach by you or any other Participant.

15. **APPENDIX.** Notwithstanding any provisions in this Agreement, the Option grant shall be subject to any additional or different terms and conditions set forth in the Appendix to this Global Stock Option Agreement for your country (the "***Appendix***") set forth as Exhibit A to this Global Stock Option Agreement. Moreover, three (3) months thereafter, if you relocate to one of the countries included in the Appendix, the additional accept new employment, directly or different terms and conditions for such country will apply to you, to the extent the Company determines that the application of such terms and conditions is necessary indirectly, as an employee, consultant, agent, principal, partner, officer, director, member, owner or advisable for legal or administrative reasons. The Appendix constitutes part of this Global Stock Option Agreement.

* * * *

EXHIBIT A

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Unity Software Inc.

2020 Equity Incentive Plan

Appendix to Global Stock Option Agreement

Terms and Conditions

This Appendix includes additional terms and conditions that govern the Option granted to you under the Plan if you reside and/or work outside of the United States. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan and/or the Global Stock Option Agreement to which this Appendix is attached.

If you are a citizen or resident of a country other than the one in which you are currently working and/or residing, transfer to another country after the Date of Grant, or are considered a resident of another country for local law purposes, the Company shall, in its discretion, determine the extent to which the terms and conditions contained herein shall be applicable to you.

Notifications

This Appendix also includes information regarding securities, exchange controls, tax, and certain other issues of which you should be aware manager (collectively "New Employment") with respect to your participation in the Plan. The information is provided solely for your convenience and is based on the securities, exchange control, tax, and other laws in effect in the respective countries as of November 2022. Such laws are often complex and change frequently. As a result, the Company strongly recommends that you not rely on the information noted herein as the only source of information relating to the consequences of your participation in the Plan because the information may be out of date by the time you vest in or exercises this Option or sell any shares of Common Stock.

In addition, the information contained in this Appendix is general in nature and may not apply to your particular situation, and the Company is not in a position to assure you of any particular result. Accordingly, you should seek appropriate professional advice as to how the Applicable Laws in your country may apply to your situation.

Finally, you understand that if you are a citizen or resident of a country other than the one in which you are currently residing and/or working, transfer to another country after the Date of Grant, or are considered a resident of another country for local law purposes, the notifications contained herein may not be applicable to you in the same manner.

TERMS AND CONDITIONS APPLICABLE TO NON-U.S. PARTICIPANTS
In accepting this Option, you acknowledge, understand and agree to the following:

1. **Data Privacy Information.** The Company is located at 30 3rd Street, San Francisco, CA 94103, United States, and grants Awards to employees of the Company and its Affiliates, at the Company's sole discretion. If you would like to participate in the Plan, please review the following information about the Company's data processing practices.

The following provision applies to Participants who work and/or reside outside the European Union/European Economic Area.

Data Collection and Usage. You hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of your personal data as described in the Grant Notice and the Agreement by and among, as applicable, the Company, the Service Recipient and other Affiliates for amount of the exclusive purpose of implementing, administering and managing your participation separation payment as provided in Section 3 above, shall be reduced by the Plan.

Data Processing. You understands that the Company and the Service Recipient hold certain personal information about you, including, without limitation, your name, home address, email address and telephone number, date of birth, social insurance number, passport corresponding monthly salary or other identification number, salary, nationality and citizenship, job title, any shares of Common Stock or directorships held in the Company, details of all Awards or other entitlements to shares of Common Stock, granted, canceled, exercised, vested, unvested or outstanding in your favor ("***Data***"), for the purpose of implementing, administering and managing the Plan.

Stock Plan Administration, Data Transfer, Retention and Data Subject Rights. You understand that the Data will be transferred to Charles Schwab & Co., Inc. (including its affiliated companies) ("***Schwab***") and /or Equity Plan Solutions ("***EPS***"), which are assisting the Company with the implementation, administration and management of the Plan. You understand that the recipients of the Data may be located in your country of work and/or residence, or elsewhere, and that any recipient's country may have different data privacy laws and protections than your country of work and/or residence. You understand

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that compensation amount you may request a list with the names and addresses of any potential recipients of the Data by contacting your local human resources representative. You authorizes the Company, Schwab, EPS and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive possess, use, retain and transfer the Data, in electronic or other form, for the purpose of implementing, administering and managing your participation in the Plan. You understand that Data will be held only as long as is necessary to implement, administer and manage your participation in the Plan. You understand that you may, at any time, view the Data, request additional information about the storage and processing of the Data, require any necessary amendments to the Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing your local human resources representative. Further, you understand that you are providing the consents herein on a purely voluntary basis. If you do not consent, or if you later seek to revoke your consent, your Continuous Service will not be affected; the only consequence of refusing or withdrawing your consent is that the Company would not be able to grant you the Option or other equity awards or administer or maintain such awards. Therefore, you understand that refusal or withdrawal of consent may affect your ability to participate in the Plan. For more information on the consequences of your refusal to consent or withdrawal of consent, you understand that you may contact your local human resources representative.

The following provision applies to Participants who work and/or reside inside the European Union/European Economic Area (including Switzerland and the United Kingdom).

Data Collection and Usage. The Company, the Service Recipient, and other Affiliates collect, process, transfer and use personal data about you that is necessary for the purpose of implementing, administering and managing the Plan. This personal data may include your name, home address, email address and telephone number, date of birth, social insurance number, passport or other identification number, salary, nationality and citizenship, job title, any shares of Common Stock or directorships held in the Company, details of all Awards or other entitlements to shares of Common Stock, granted, canceled, exercised, vested, unvested or outstanding in your favor ("***Data***"), which the Company receives from you or the Service Recipient.

Purposes and Legal Bases of Processing. The Company processes the Data for the purpose of performing its contractual obligations under the Agreement, granting Options, implementing, administering and managing your participation in the Plan. The legal basis for the processing of the Data by the Company and the third party service providers described below is the necessity of the data processing for the Company to perform its contractual obligations under the Agreement and for the Company's legitimate business interests of managing the Plan and generally administering employee equity awards.

Stock Plan Administration Service Providers. The Company transfers Data to Charles Schwab & Co., Inc. (including its affiliated companies) ("***Schwab***") and/or Equity Plan Solutions ("***EPS***"), independent service providers with operations, relevant to the Company, in Canada and the United States, which assist the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different service provider and share your Data with another service provider that serves in a similar manner. The Company's service provider may open an account for you to receive and trade shares of Common Stock. The processing of your Data will take place through both electronic and non-electronic means. You may be asked to agree on separate terms and data processing practices with Schwab or EPS, with such agreement being a condition of the ability to participate in the Plan.
International Data Transfers. You understand that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country (*e.g.*, the United States) may have different data privacy laws and protections than your country. You understand that you may request a list with the names and addresses of any then-current recipients of the Data by contacting your local human resources representative. When transferring Data to its affiliates, Schwab and EPS, the Company provides appropriate safeguards described in the Company's applicable policy on data privacy.

Data Retention. The Company will use your Data only as long as is necessary to implement, administer and manage your participation in the Plan or as required to comply with Applicable Laws, exercise or defense of legal rights, or archiving, deletion, and backup purposes. When the Company no longer needs your Data, the Company will remove it from its systems to the fullest extent reasonably practicable. The Company may keep some of your Data longer to satisfy legal or regulatory obligations and the Company's legal basis for such use would be necessity to comply with legal obligations.

Contractual Requirement. Your provision of Data and its processing as described above is a contractual requirement and a condition to your ability to participate in the Plan. You understands that, as a consequence of your refusing to provide Data, the Company may not be able to allow you to participate in the Plan, grant Options to you or administer or maintain such Options. However, your participation in the Plan and your acceptance of the Option Agreement are purely voluntary. While you will not receive Options if you decide against participating in the Plan or providing Data as described above, your career and salary will not be affected in any way.

Data Subject Rights. You have a number of rights under data privacy laws in your country. Depending on where you are based, your rights may include the right to (i) request access or copies of your Data the Company processes, (ii) rectify incorrect Data and/or delete your Data, (iii) restrict processing of your Data, (iv) portability of your Data, (v) lodge complaints with the competent data protection authorities in your country and/or (vi) obtain a list with the names and addresses of any recipients of your Data. To receive clarification regarding your rights or to exercise your rights please contact the Company at Unity Software Inc., stockadmin@unity3d.com, Attn: Stock Administrator.

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1. **Insider Trading Restrictions/Market Abuse Laws**. You acknowledge that, depending on your country, you may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, which may affect your ability to directly or indirectly, accept, acquire, sell or attempt to sell or otherwise dispose of shares of Common Stock or rights to the shares of Common Stock, or rights linked to the value of Common Stock during such times as you are considered to have "inside information" regarding the Company (as defined by Applicable Laws). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders placed by you before possessing the inside information. Furthermore, you may be prohibited from (i) disclosing inside information to any third party, including fellow employees (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them to otherwise buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. You acknowledge that it is your responsibility to comply with any applicable restrictions, and you should speak to your personal advisor on this matter.

2. **Language**. You acknowledge that you are sufficiently proficient in English, or have consulted with an advisor who is sufficiently proficient in English, so as to allow you to understand the terms and conditions of this Agreement. Furthermore, if you have received this Agreement, or any other document related to the Option and/or the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

3. **Foreign Asset/Account Tax Reporting Requirements**. You acknowledge that there may be certain foreign asset and/or account, exchange control and/or tax reporting requirements which may affect your ability to acquire or hold shares of Common Stock acquired under the Plan or cash received from participating in the Plan (including any proceeds arising from the sale of shares of Common Stock or the payment of any cash dividends on the Common Stock) in a bank or brokerage account outside your country. Applicable Laws may require that you report such accounts, assets, the balances therein, the value thereof and/or the transactions related thereto to the applicable authorities in such country. You also may be required to repatriate sale proceeds or other funds received as a result of participating in the Plan to your country through a designated bank or broker within a certain time after receipt. It is your responsibility to be compliant with such regulations and you should speak with your personal advisor on this matter.

4. **Additional Acknowledgments and Agreements.** In accepting this Option, you also acknowledge, understand and agree that:

    i. the Plan is established voluntarily by the Company, it is discretionary in nature, and may be amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;

    ii. the grant of the Option is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of options, or benefits in lieu of options, even if options have been granted in the past;

    iii. all decisions with respect to future option or other grants, if any, will be at the sole discretion of the Company;

    iv. the Option grant and your participation in the Plan shall not create a right to employment or be interpreted as forming an employment or service contract with the Company, the Service Recipient, or any Affiliate, and shall not interfere with the ability of the Company, the Service Recipient or any Affiliate, as applicable, to terminate your employment or service relationship at any time;

    v. You are voluntarily participating in the Plan;

    vi. the Option and any shares of Common Stock acquired under the Plan, and the income from and value of same, are not intended to replace any pension rights or compensation;

    vii. The Option and the shares of Common Stock subject to the Option, and the income from and value of same, are an extraordinary item of compensation outside the scope of your employment or service contract, if any, and is not to be considered part of your normal or expected compensation for any purpose, including but not limited to calculating severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, holiday pay, pension or retirement or welfare benefits or similar payments;

    viii. the future value of the Common Stock underlying the Option is unknown, indeterminable, and cannot be predicted with certainty;

    ix. if the underlying shares of Common Stock do not increase in value, the Option will have no value;

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x. if you exercise the Option and acquire shares of Common Stock, the value of such Common Stock may increase or decrease in value, even below the Exercise Price;

xi. unless otherwise agreed with the Company, the Option and the shares of Common Stock underlying the Option, and the income from and value of same, are not granted as consideration for, or in connection with, service you may provide as a director of an Affiliate;

xii. no claim or entitlement to compensation or damages shall arise from forfeiture of the Option resulting from the termination of your Continuous Service (for any reason whatsoever, whether or not later found to be invalid or in breach of Applicable Laws in the jurisdiction where you are employed or the terms of your employment or service agreement, if any);

xiii. for purposes of the Option, your Continuous Service will be considered terminated as of the date you are no longer actively providing service (regardless of the reason for such termination and whether or not later found to be invalid or in breach of Applicable Laws in the jurisdiction where you are providing service or the terms of your employment or service agreement, if any), and unless otherwise determined by the Company or provided in the Agreement, your right to vest in the Option and the period (if any) during which you may exercise the Option after such termination of your Continuous Service will terminate as of such date and will not be extended by any notice period (*e.g.*, your period of Continuous Service would not include any contractual notice period or any period of "garden leave" or similar period mandated under Applicable Laws in the jurisdiction where you are providing service or the terms of your employment or service agreement, if any); the Company shall have the exclusive discretion to determine when you are no longer actively providing service for purposes of your Option grant (including whether you may still be considered to be providing service while on a leave of absence);

xiv. unless otherwise provided in the Plan or by the Company in its discretion, the Option and the benefits evidenced by this Agreement do not create any entitlement to have the Option or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares of the Company;

xv. the Option and the shares of Common Stock subject to the Option are not part of normal or expected compensation or salary for any purpose; and

xvi. neither the Company, the Service Recipient nor any Affiliate shall be liable for any foreign exchange rate fluctuation between your local currency and the United States Dollar that may affect the value of the Option or of any amounts due to you pursuant to the exercise of the Option or the subsequent sale of any shares of Common Stock acquired upon exercise.

AUSTRALIA

Notifications

Nature of Plan. The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies (subject to the conditions in that Act).

Securities Law Information. If you acquire shares of Common Stock under the Plan and subsequently offer the shares of Common Stock for sale to a person or entity resident in Australia, such an offer may be subject to disclosure requirements under Australian law. You should obtain legal advice regarding any applicable disclosure requirements prior to making any such offer.

Exchange Control Obligations. If you are an Australian resident, exchange control reporting is required for cash transactions exceeding AUD 10,000 and for international fund transfers. If an Australian bank is assisting with the transaction, the bank will file the report on your behalf. If there is no Australian bank involved with the transfer, you will be required to file the report.

BELGIUM

Notifications

Foreign Asset / Account Tax Reporting Information. Belgian residents are required to report any security or bank accounts (including brokerage accounts) opened and maintained outside Belgium on their annual tax return. In a separate report, they must provide the National Bank of Belgium with certain details regarding such foreign accounts (including the account number, bank name and country in which such account was opened). The forms to complete this report are available on the website of the National Bank of Belgium.

Tax Notification. Affirmatively accepting stock options in writing within 60 days after the date of the Option offer (*i.e.*, the date on which you are first notified in writing of the material terms and conditions of the Option grant), will result in taxation of the Option on the 60th day after the offer date. If the Option is accepted more than 60 days after the Option offer, the Option will be taxed at exercise. You should consult with your personal tax advisor to ensure compliance with applicable tax obligations.

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CANADA

Terms and Conditions

Method of Payment. The following provision supplements and modifies Section 2(b) of the Global Stock Option Agreement:

For avoidance of doubt, you are prohibited from surrendering shares of Common Stock that you already own to pay the Exercise Price or any Tax Liability in connection with the exercise of the Option. The Company reserves the right to permit this method of payment depending upon the development of local law.

Termination of Service. The following provision replaces Section 5(m) of the Terms and Conditions Applicable to All Non-U.S. Participants set forth above:

For purposes of the Option, your Continuous Service will be considered terminated on, and your right (if any) to earn, seek damages in lieu of, vest in, exercise or otherwise benefit from any portion of the Option pursuant to the Agreement will be measured by the date that is the earliest of (i) the date of termination of your Continuous Service or (ii) the date you receive notice of termination from the Service Recipient, in either case regardless of any period during notice, pay in lieu of such notice or related payments or damages are provided or required to be provided under Applicable Law. For greater certainty, you will not earn or be entitled to any pro-rated vesting for the portion of time before the date on which your right to vest terminates, nor will you be entitled to any compensation for lost vesting. Notwithstanding the foregoing, if Applicable Law explicitly requires continued entitlement to vesting during a statutory notice period, your right to vest in the Option under the Plan, if any, will terminate effective as of the last day of the your minimum statutory notice period, but you will not earn or be entitled to pro-rated vesting if the vesting date falls after the end of the your statutory notice period, nor will you be entitled to any compensation for lost vesting;

The following provisions will apply if you are a resident of Quebec:

Authorization to Release and Transfer Necessary Personal Information. The following provision supplements Section 1 of the Terms and Conditions Applicable to All Non-U.S. Participants set forth above:

You hereby authorize the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. You acknowledge that your Data, including any sensitive personal information, may be transferred or disclosed outside of the province of Quebec, including to the United States. You further authorize the Company and/or any Affiliate to disclose and discuss the Plan with their advisors. You further authorizes the Company and any Affiliate to record such information and to keep such information in your employee file. If applicable, you also acknowledge that the Company, the Service Recipient, and/or any Affiliate, Schwab, EPS and other service providers designated by the Company may use technology for profiling purposes and make automated decisions that may have an impact on your participation in the Plan or the administration of the Plan.

Notifications

Securities Law Information. The sale or other disposal of the shares of Common Stock acquired at exercise of the Option may not take place within Canada. You will be permitted to sell or dispose of any shares of Common Stock under the Plan only if such sale or disposal takes place outside Canada on the facilities on which such shares are traded (*i.e.*, the New York Stock Exchange).

Foreign Asset/Account Tax Reporting Information. You are required to report any foreign specified property on form T1135 (Foreign Income Verification Statement) if the total value of the foreign specified property exceeds C$100,000 at any time in the year. Foreign specified property includes shares of Common Stock acquired under the Plan, and may include the Option. The Option must be reported (generally at a nil cost) if the $100,000 cost threshold is exceeded because of other foreign specified property you hold. If shares of Common Stock are acquired, their cost generally is the adjusted cost base ("***ACB***") of the Shares. The ACB ordinarily would equal the fair market value of the Common Stock at the time of acquisition, but if you own other Shares, this ACB may have to be averaged with the ACB of the other shares of Common Stock. The form must be filed by April 30 of the following year. You should consult with your personal legal advisor to ensure compliance with applicable reporting obligations.

CHINA

Terms and Conditions

The following provisions apply to you if you are subject to exchange control restrictions imposed by the State Administration of Foreign Exchange ("***SAFE***"), Employment, all as determined by the Company in the reasonable exercise its sole discretion: discretion.

Exercise of Option 5. No Other Payment Due. The following provision supplements and modifies Sections 2 and 3 of the Global Stock Option Agreement.

Due to legal restrictions, the Option shall become exercisable by you only at such time as the shares of Common Stock are not subject to a market stand-off or lock-up agreement and all necessary exchange control and other approvals from SAFE have been received for Options granted under the Plan, as determined by the Company in its sole discretion (the "***Liquidity Date***"). Unless otherwise determined by the Committee, to exercise the Option, you must pay the Exercise Price by a "Cashless Exercise" as described in Section 2(b)(ii) of the Global Stock Option Agreement, and the net cash proceeds from such exercise will be remitted to you in accordance with applicable exchange control law. In the event shares of Common Stock are issued upon exercise of the Option, the Company has discretion to arrange for the sale of the shares of Common Stock issued, either immediately upon exercise or at any time thereafter and the Company may require you to hold such shares of Common Stock in a designated brokerage account.

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In the event your Continuous Service terminates after the Liquidity Date, all unvested Options will be forfeited and you must exercise any vested Options within such time as required by the Company's SAFE approval (but in no event beyond the applicable time limit set forth in the Grant Notice and Global Stock Option Agreement). However, if your Continuous Service with terminates prior to the Liquidity Date for any reason other than Cause, and you are unable to exercise the Option within the applicable time period specified in Section 3 of the Global Stock Option Agreement due to the legal restrictions described above, the Option, to the extent vested and unexercised on the date on which your Continuous Service terminated, may be exercised by you at any time prior to the expiration of twenty-four (24) months after the date on which your Continuous Service terminated or within such shorter period as required by the Company's SAFE approval, but in any event no later than the Expiration Date.

If or to the extent the Company is unable to obtain or maintain SAFE approval, the Option may not be exercised and no shares of Common Stock subject to the Options shall be issued.

Exchange Control Obligations. You understand and agree that you will be required to immediately repatriate to China the proceeds Aside from the sale of any shares of Common Stock acquired under the Plan and any cash dividends paid on such shares of Common Stock. You further understand that such repatriation of proceeds may need to be effected through a special bank account established by the Company (or an Affiliate), and you hereby consent and agree that any sale proceeds and cash dividends may be transferred to such special account by the Company (or an Affiliate) on your behalf prior to being delivered to you and that no interest shall be paid with respect to funds held in such account.

The proceeds may be paid to you in U.S. dollars or local currency at the Company's discretion. If the proceeds are paid to you in U.S. dollars, you understands that a U.S. dollar bank account in China must be established and maintained so that the proceeds may be deposited into such account. If the proceeds are paid to you in local currency, Separation Benefits, you acknowledge that the Company (or an Affiliate) is under no obligation to secure any particular exchange conversion rate and that the Company (or an Affiliate) may face delays in converting the proceeds to local currency due to exchange control restrictions. You agree to bear any currency fluctuation risk between the time the shares of Common Stock are sold and the net proceeds are converted into local currency and distributed to you. You further agree to comply with any other requirements that may be imposed by the Company (or an Affiliate) in the future in order to facilitate compliance with exchange control requirements in China.

COLOMBIA

Terms and Conditions

Nature of Grant. Pursuant to article 127 of the Colombian Labor Code, neither the Option nor any proceeds you have been paid all wages or other funds you may receive pursuant to the Option will be considered a salary payment for any legal purpose, compensation, including, but not limited to determining accrued, unused vacation pay, termination indemnities, payroll taxes benefits, incentives, bonuses, or social insurance contributions. In consequence, the Option and any proceeds commissions that you have earned or other funds you may receive pursuant become entitled to the Option will be considered as non-salary payments as per Article 128 of the Colombian Labor Code (as amended by Article 15 of Law 50 of 1990) and Article 17 of Law 344 of 1996.

Notifications

Securities Law Information. The shares of Common Stock are not and will not be registered in the Colombian registry of publicly traded securities (*Registro Nacional de Valores y Emisores*) and, therefore, the shares of Common Stock may not be offered to the public in Colombia. Nothing in the Grant Notice, the Agreement, the Plan or any other document related to the Option shall be construed as the making of a public offer of securities in Colombia.

Exchange Control Information. You are responsible for complying with any and all Colombian foreign exchange requirements in connection during your employment with the Option, any shares of Common Stock acquired and funds remitted out of or into Colombia in connection with Company through the Plan.This may include, among others, reporting obligations to the Central Bank (*Banco de la República*)and, in certain circumstances, repatriation requirements.You are responsible for ensuring your compliance with any applicable requirements and should speak to your personal legal advisor on date you execute this matter.

Foreign Asset/Account Tax Reporting Information. Agreement. You must file an annual return providing details of assets held abroad to the Colombian Tax Office (*Dirección de Impuestos y Aduanas Nacionales*). If the individual value of these assets exceeds a certain threshold (currently 2,000), you must identify and characterize each asset, specify the jurisdiction in which it is located, and provide its value.

You should consult with your personal legal advisor to ensure compliance with the applicable requirements.

CZECH REPUBLIC

Notifications

Exchange Control Information. Czech residents may be required to fulfill certain notification duties in relation to the Options and the opening and maintenance of a foreign account. Such notification will be required if the aggregate value of your foreign direct investments is CZK 2,500,000 or more, you have CZK 200,000,000 or more in foreign financial assets, or you are specifically requested to do so by the Czech National Bank. However, because exchange control regulations may change without notice, you should consult your personal legal advisor prior to the exercise of the Options to ensure compliance with current regulations. It is your responsibility to comply with applicable Czech exchange control laws.

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DENMARK

Terms and Conditions

Stock Option Act Notification. You acknowledge you have been provided with an Employer statement translated into Danish, which is being provided to comply with the Danish Stock Option Act. The Employer statement is attached hereto as Exhibit B.

Notifications

Foreign Asset/Account Tax Reporting Information. If you establish an account holding shares of Common Stock or cash outside Denmark, you must report the account to the Danish Tax Administration. The form which should be used in this respect can be obtained from a local bank.

FINLAND

There are no country-specific terms.

FRANCE

Terms and Conditions

Option Type. The Option is not intended to qualify for specific tax or social security treatment in France.

Language Consent. By accepting the Option, you confirm having read and understood the documents relating to this grant (the Plan and the Agreement), which were provided in English language. You accepts the terms of those documents accordingly.

En acceptant l'attribution, vous confirmez ainsi avoir lu et compris les documents relatifs à cette attribution (le Plan et ce Contrat) qui ont été communiqués en langue anglaise. Vous acceptez les termes en connaissance de cause.

Notifications

Foreign Asset/Account Tax Reporting Information. French residents holding cash or securities (including shares of Common Stock acquired under the Plan) outside France must declare such accounts to the French Tax Authorities when filing their annual tax returns.

GERMANY

Notifications

Exchange Control Information. Cross-border payments in excess of €12,500 (including transactions made in connection with the sale of securities) must be reported monthly to the German Federal Bank (*Bundesbank*) using the "General Statistics Reporting Portal" ("*Allgemeines Meldeportal Statistik*") available via Bundesbank's website (www.bundesbank.de). In addition, you may be required to report the acquisition and/or of shares of Common Stock to the Bundesbank if the value of the shares of Common Stock acquired or sold exceeds €12,500. You should consult your personal legal advisors to ensure compliance with applicable reporting requirements.

Foreign Asset/Account Tax Reporting Information. If your acquisition of shares of Common Stock under the Plan leads to a "qualified participation" at any point during the calendar year, you will need to report the acquisition when you file your tax return for the relevant year.A qualified participation is attained if (i) the value of the shares of Common Stock acquired exceeds EUR 150,000 or (ii) in the unlikely event you hold shares of Common Stock exceeding 10% of the total Common Stock. However, if the shares of Common Stock are listed on a recognized U.S. stock exchange and you own less than 1% of the Company, this requirement will not apply to you.

HONG KONG

Terms and Conditions

Sale of Shares.In the event this Option becomes exercisable within six months of the Date of Grant, you agree that you will do not dispose have knowledge of any shares of Common Stock acquired upon exercise of potential or actual dispute with the Option prior Company about any unpaid wages or compensation which you believe you are entitled to the six-month anniversary of the Date of Grant.

Notifications

Securities Law Information. ***Warning:***The contents of this document but have not been reviewed by any regulatory authority in Hong Kong. You should exercise caution in relation to the offer. If you are in any doubt about any paid as of the contents of date you execute this document, you should obtain independent professional advice.

INDIA

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Exchange Control Information. You must repatriate any funds recognized in connection with the Option to India within certain prescribed time periods (*e.g.*, proceeds from the sale of shares of Common Stock must be repatriated within 180 days of receipt or within such other period of time as may be required under applicable regulations). You should obtain a foreign inward remittance certificate ("***FIRC***") from the bank where you deposit the foreign currency and maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India, the Company, or the Service Recipient requests proof of repatriation.

Foreign Asset/Account Tax Reporting Information. Indian residents are required to declare any foreign bank accounts and any foreign financial assets (including shares of Common Stock held outside India) in their annual tax return.

IRELAND

Notifications

Director Notification Obligation. Directors, shadow directors or secretaries of an Irish Affiliate must notify the Irish Affiliate in writing within five business days of receiving or disposing of an interest in the Company (*e.g.*, Options granted under the Plan, shares of Common Stock, etc.), or within five business days of becoming aware of the event giving rise to the notification requirement or within five business days of becoming a director or secretary if such an interest exists at the time, but only to the extent such individuals own 1% or more of the total Common Stock. If applicable, this notification requirement also applies with respect to the interests of the spouse or children under the age of 18 of the director, shadow director or secretary (whose interests will be attributed to the director, shadow director or secretary).

ISRAEL

Terms and Conditions

The following provisions apply if you were an Israeli tax resident at the time of grant of the Options:

Trust Arrangement. Agreement. You understand and agree acknowledge that you shall not be entitled to any payments or benefits from the Options awarded under Company other than those expressly set forth in Section 3.

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6. General Release and Waiver of Claims:

a. Release. In consideration of the Agreement are awarded subject additional consideration set forth in Section 3, to the fullest extent permitted by law, you, on behalf of your heirs, spouse and in accordance with assigns hereby release and waive any other claims you may have against the Company and its owners, agents, officers, shareholders, employees, directors, attorneys, subscribers, subsidiaries, affiliates, successors and assigns (collectively, "Releasees"), whether known or not known, including, without limitation, claims relating to or arising out of your employment, including the terms and conditions of employment, the Plan, separation or termination of employment, claims for additional compensation or benefits arising out of your offer of employment, all claims of employment discrimination, harassment, or retaliation under any state or local statute or ordinance, public policy, or common law, all contract and quasi-contract claims, claims for promissory estoppel or detrimental reliance, claims for wages, bonuses, incentive compensation, and severance allowances or entitlements, disparagement, intentional infliction of emotional distress, personal injury, negligence, gross negligence, bad faith, compensatory or punitive damages, claims of wrongful or unlawful discharge or termination, breach of implied or express contract, breach of the Israeli Subplan (the " implied covenant of good faith and fair dealing, fraud, libel, slander, defamation, breach of privacy, physical injury, unjust enrichment, and claims arising under Title VII of the 1964 Civil Rights Act, as amended, the Worker Adjustment and Retraining Notification Act, the National Labor Relations Act, the Family and Medical Leave Act, the Age Discrimination in Employment Act, as amended, the Employee Retirement Income Security Act of 1974, the Equal Pay Act, and any other laws and/or regulations relating to employment or employment discrimination, including, without limitation, claims based on disability or under the Americans with Disabilities Act, any other claim for damages or injury of any kind whatsoever, and all claims for monetary recovery, including, without limitation, experts' fees, medical fees or expenses, costs, and disbursements, and any and all other claims that apply to or arise out of the employment relationship.

For clarity, the matters released include, but are not limited to, any claims under federal, state or local laws, any common law tort, contract, or statutory claims, and any claims for ttorneys' fees and costs.

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b. Sub-Plan State-Specific Appendix to Release"), . You understand that, attached as Exhibit A, the Company is incorporating state-specific statutory citations and other state-specific modifications to this Agreement that may be required by law in the Trust Agreement (the "***Trust Agreement***"), between state in which you worked for the Company. You are instructed to carefully review Exhibit A for the state in which you worked for the Company, and, by signing this Agreement, you confirm that you reviewed the Company's trustee, IBI Capital Trust Ltd. (the " state-specific modifications, if any, for the state in which you worked for the Company.

c. Trustee Acknowledgment of Waiver of Claims under ADEA" : You acknowledge that you are 40 years of age or older and are waiving and releasing any rights you may have under the Age Discrimination in Employment Act of 1967 ("ADEA"), appointed by and that this waiver and release is knowing and voluntary. You agree that this waiver and release does not apply to any rights or claims that may arise under the ADEA after the Effective Date of this Agreement.

d. You and the Company do not intend to release claims that youmay not release as a matter of law, that arise after you execute thisAgreement, or a Participating Company, that involve unemployment compensation andworkers' compensation. To the fullest extent permitted by law, any dispute regarding the scope of this Agreement shall be determined by an arbitrator under the procedures set forth in the arbitration clause below.

7. Covenant Not to Sue:

a. You agree not to pursue any action nor seek damages or any successor trustee. In the event of other remedies for any inconsistencies between the Sub-Plan, the Agreement and/or the Plan, the Sub-Plan will govern.

Type of Grant. The Options are intended to qualify for favorable tax treatment in Israel as a "Trustee 102 Award" (as defined in the Sub-Plan) subject to the terms and conditions of Section 102(b)(2) of the Income Tax Ordinance (New Version) – 1961 ("***Section 102***") and the rules promulgated thereunder. Notwithstanding the foregoing, by accepting the Options, you acknowledge that the Company cannot guarantee or represent that the favorable tax treatment under the 102 Capital Gains Track will apply to the Options.

By accepting the Options, you: (a) acknowledge receipt of and represent that you have read and are familiar with the terms and provisions of Section 102, the Plan, the Sub-Plan, and the Agreement; (b) accept the Options subject to all of the terms and conditions of the Agreement, the Plan, the Sub-Plan and Section 102 and the rules promulgated thereunder; and (c) agree that the Options and/or any shares of Common Stock issued in connection therewith, will be registered for your benefit in the name of the Trustee as required to qualify under Section 102.

You hereby undertake to release the Trustee from any liability in respect of any action or decision duly taken and *bona fide* executed in relation to the Plan, or any Options or shares of Common Stock granted thereunder. released claims. You agree to execute any and all documents necessary to request dismissal or withdrawal, or to opt-out, of such claims with prejudice.

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b. As further addressed in Section 14, nothing in this Section or Agreement shall prohibit you from filing a charge or complaint with a government agency where, as a matter of law, the parties may not limit your ability to file such an administrative complaint. Notwithstanding the foregoing, you agree to waive your right to recover monetary damages from the Company in any charge, complaint, or lawsuit filed by you or by anyone else on your behalf for any released claims.

c. Nothing in this Section shall prohibit or impair you or the Company from complying with all applicable laws, nor shall this Agreement be construed to obligate either party to commit (or aid or abet in the commission of) any unlawful act.

8. Comments: You agree that you will not make knowingly, maliciously, or intentionally false statements about Releasees or their products, services, agents, representatives, directors, officers, shareholders, attorneys, employees, vendors, affiliates, successors or assigns, or any person acting by, through, under or in concert with any of them, with any written or oral statement. This includes, but is not limited to, refraining from making, in writing or verbally, either directly or indirectly, any maliciously false communications concerning the Company, its employees, its services, or the separation of your employment from the Company (i) to any current or prospective clients or customers; (ii) to any prospective, current or former employees or contractors of the Company; (iii) to any prospective, current or former employers of you; or (iv) posting on any websites, online forums, chat rooms, or social media, including, but not limited to,

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Glassdoor, Facebook, Twitter, and LinkedIn. Nothing in this Section shall prohibit you from providing truthful information in response to a subpoena or other legal process.

9. Return of Company Property and Accounts: You hereby warrant to the Company as of the Separation Date you shall return to the Company all property or data of the Company of any type whatsoever, including but not limited to cell phone and corporate social media accounts and passwords that have been in your possession or control.

10. Return/Non-Disclosure of Proprietary Information, Arbitration, and Employee Non-Solicitation:

a. You confirm that on or before the Separation Date (or sooner if requested by Company), you will deliver to the Company all documents and data of any nature containing or pertaining to such Proprietary Information (as defined in the Employee Nondisclosure, Assignment and Non-Solicitation Agreement you signed upon your hire with the Company) and that you have not taken with you any such documents or data or any reproduction thereof.

b. You hereby acknowledge that you are and will remain bound by the provisions of the Offer of Employment letter you received from the Company, including, but not limited to, the Employee Nondisclosure, Assignment and Non Solicitation Agreement and the Confidentiality/Company Rules and Policies Agreement. The foregoing agreements shall continue to be of full force and effect, and unmodified by this Agreement.

c. For the avoidance of doubt, you understand that pursuant to the federal Defend Trade Secrets Act of 2016, you shall not be held criminally or civilly liable under any federal or state Trade Secret law for the disclosure of a Trade Secret that (A) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

d. Nothing in this Section or Agreement is intended to restrict or impede your rights to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, discussing terms and conditions of employment, or otherwise engaging in activity protected by Section 7 of the National Labor Relations Act.

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11. Arbitration: The parties agree to arbitrate any and all disputes or claims arising out of or related to the validity, enforceability, interpretation, performance or breach of this Agreement, whether sounding in tort, contract, statutory violation or otherwise, or involving the construction or application or any of the terms, provisions, or conditions of this Agreement. Any arbitration may be initiated by a written demand to the other party. The arbitrator's decision shall be final, binding, and conclusive. The parties further agree that this Agreement is intended to be strictly construed to provide for arbitration as the sole and exclusive means for resolution of all disputes hereunder to the fullest extent permitted by law. The parties expressly waive any entitlement to have such controversies decided by a court or a jury.

12. Attorneys' Fees: If any action is brought to enforce the terms of this Agreement, the prevailing party will be entitled to recover its or his reasonable attorneys' fees, costs and expenses from the other party, in addition to any other relief to which the Company or prevailing party may be entitled.

13. Confidentiality: You agree to maintain in complete confidence the Trustee financial terms of this Agreement. You, however, may reasonably determine disclose the financial terms to be necessary your immediate family members, in order to comply with exercise, in any way, your rights under Section 102 and the Income Tax Ordinance (New Version) – 1961 ("ITO").

Electronic Delivery. To the extent required pursuant to Israeli tax law and/or by the Trustee, you consent and agree to deliver hard-copy written notices and/or actual copies of any notices or confirmations provided by you related to you participation in the Plan. If you reside in Israel and have not already signed an Israeli consent in connection with grants made under the Plan, then you must print, sign and deliver the signed copy 7 of the Israeli consent provided by National Labor Relations Act, including your ability to speak with former coworkers regarding terms and conditions of employment, to file with the Company within 60 days National Labor Relations Board ("NLRB") an unfair labor practice charge, to assist a former coworker with the filling of a charge, to

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provide information to the Company c/o Unity Equity Operations. If the Company or its Affiliate in Israel do not receive the signed Israeli consent within 60 days, the Company may cancel the Options in which case, the Options will become null and void.

The following provisions apply if you were not an Israeli tax resident at the time of grant of the Options or if the Options do not qualify as a 102 Capital Gains Track Grant:

Immediate Sale Restriction. Notwithstanding anything to the contrary in the Plan or the Agreement, you may be required to immediately sell all shares of Common Stock acquired upon exercise the Options. Pursuant to this requirement, you authorize the Company to instruct its designated broker NLRB, to assist with the mandatory sale NLRB's investigation or litigation of a charge, or to speak with others regarding workplace issues, the shares Court, the NLRB or arbitrator in any proceedings to enforce the terms of Common Stock (on this Agreement, your behalf pursuant to this authorization without further consent) and you expressly authorize such broker to complete the sale of such shares of Common Stock. You acknowledge that the Company's designated broker is under no obligation to arrange for the sale of the shares of Common Stock at any particular price. Upon the sale of the shares of Common Stock, the Company agrees to pay to you the cash proceeds from the sale, less any brokerage fees or commissions attorney(s), your accountant and any Tax Liability.

JAPAN

Notifications

Exchange Control Information. If you pay more than ¥30,000,000 in a single transaction for the purchase of shares of Common Stock when you exercise the Option, you must file a Payment Report with the Ministry of Finance through the Bank of Japan by the 20th day of the month following the month in which the payment was made. If the payment amount to purchase shares of Common Stock in one transaction exceeds ¥100,000,000, you must file a Securities Acquisition Report with the Ministry of Finance (through the Bank of Japan). The precise reporting requirements vary depending on whether the relevant payment is made through a bank in Japan.

Please note that a Payment Report is required independently from a Securities Acquisition Report. Therefore, you must file both a Payment Report and a Securities Acquisition Report if the total amount you pay in a single transaction for exercising the Option and purchasing shares of Common Stock exceeds ¥30,000,000.

Foreign Asset / Account Tax Reporting Information. You will be required to report details of any assets held outside Japan as of December 31st professional tax advisor to the extent such assets have that they need to know the financial terms in order to provide advice on tax treatment or to prepare tax returns. Any breach of this Section shall be deemed a total net fair market value exceeding ¥50,000,000. Such report will be due by March 15th each year. You *should consult with your personal tax advisor as to whether the reporting obligation applies to you and whether the requirement extends to any outstanding Options, shares material breach of Common Stock and/or cash acquired under the Plan. this Agreement.*

LITHUANIA

Terms*14. Protected Disclosures and Conditions*

LanguageConsent Other Protected Actions. By accepting the Option, you unambiguously and irrevocably confirm having read and understood the documents relating: Nothing contained in this Agreement limits your ability to file a charge or complaint with any federal, state or local governmental agency or commission, including but not limited to the option right (the Plan Equal Employment Opportunity Commission, the NLRB, the Occupational Safety and the Agreement), which were prepared Health Administration, and provided in English language. You confirm and declare fully and wholly accepting the terms of those documents accordingly.

Priimdamas Opcioną, Dalyvis nedviprasmiškai ir neatšaukiamai patvirtina, jog, perskaitė ir suprato dokumentus susijusius su opciono teise (Planą ir Sutartį), kurie yra parengti ir pateikti anglų kalba. Atitinkamai, Dalyvis patvirtina ir pareiškia, jog pilnai ir visiškai sutinka su šiuose dokumentuose išdėstytomis sąlygomis.

Notifications

Foreign Asset / Account Tax Reporting Information. You may be required to file an Annual Asset Return of the Individual (Family) in Form No. FR0001 with respect to assets held outside of Lithuania (*i.e.*, shares of Common Stock) and a foreign account report. You should consult with your personal tax advisor regarding your reporting obligations.

Tax Reporting Requirements. You must file an annual tax return providing details of income received from abroad (including income in kind – the shares of Common Stock once they are obtained under the title of ownership) to the State Tax Inspectorate of the Republic of Lithuania.

NETHERLANDS

There are no country-specific terms.

NEW ZEALAND

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Securities Law Information.*WARNING*: This is an offer of Options to purchase shares of Common Stock. You understand that shares of Common Stock give you a stake in the ownership of the Company. You may receive a return if dividends are paid. The shares of Common Stock are quoted on the New York Stock Exchange ("***NYSE***"). This means you may be able to sell them on the NYSE if there are interested buyers. You may get less than you invested. The price will depend on the demand for the shares of Common Stock.

If the Company runs into financial difficulties and is wound up, you will be paid, if at all, only after all creditors have been paid. You may lose some or all of your investment.

New Zealand law normally requires people who offer financial products to give information to investors before they invest. This information is designed to help investors make an informed decision. The usual rules do not apply to this offer because it is made under an employee share scheme. As a result, you may not be given all the information usually required. You will also have fewer other legal protections for this investment.

For information on risk factors impacting the Company's business that may affect the value of the shares of Common Stock, you should refer to the risk factors discussion in the Company's Annual Report on Form 10-K and Quarterly Reports on Form 10-Q, which are filed with the U.S. Securities and Exchange Commission and are available online at www.sec.gov, as well as on (a "Government Agency"). In addition, nothing contained in this Agreement limits your ability to communicate with any Government Agency or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including your ability to provide documents or other information, without notice to the Company's "Investor Relations" website at http://investors.unity.com.

You should ask questions, read all documents carefully, and seek independent financial advice before committing yourself.

PORTUGAL

Terms and Conditions

Language Consent. You expressly declare that you have full knowledge of the English language and have read, understood and fully accept and agree with the terms and conditions established Company, nor does anything contained in the Plan and the Agreement.

Conhecimento da Lingua. *Pelo presente instrumento, você declara expressamente que tem pleno conhecimento da língua Inglesa e que leu, compreendeu e livremente aceitou e concordou dos termos e condições estabelecidas no Plano e no Acordo de Inscrição.*

Notifications

Exchange Control Information. this Agreement apply to truthful testimony in litigation. If you acquire shares of Common Stock under file any charge or complaint with any Government Agency and if the Plan, the acquisition of the shares should be reported to the Banco de Portugal for statistical purposes. If the shares of Common Stock are deposited with a commercial bank or financial intermediary in Portugal, such bank or financial intermediary will submit the report Government Agency pursues any claim on your behalf. If the shares behalf, or if any other third party pursues any claim on your behalf, you waive any right to monetary or other individualized relief (either individually, or as part of Common Stock are not deposited with any collective or class action); provided that nothing in this Agreement limits any right you may have to receive a commercial bank whistleblower award or financial intermediary in Portugal, you are responsible bounty for submitting the report information provided to the Banco de Portugal.

SINGAPORE

Terms and Conditions

Restriction on Sale of Shares. The Option is subject to section 257 of the Securities and Futures Act (Chapter 289, 2006 Ed.) (" Exchange Commission. In addition, nothing in this Section or Agreement prevents you from: (1) testifying before an administrative, legislative, or judicial proceeding pursuant to a court order, subpoena, or written request from an administrative agency concerning alleged unlawful conduct, including alleged sexual harassment or assault, on the part of any party to this Agreement or their agents or employees; or (2) disclosing factual information related to a claim filed in a civil action or complaint filed in an administrative action concerning sexual assault, sexual harassment, workplace harassment or discrimination, failure to prevent an act of workplace harassment or discrimination, or an act of retaliation against a person for reporting or opposing harassment or discrimination.

15. SFA No Admission of Liability"): This Agreement is not and you will shall not be able construed or contended by you to make be an admission or evidence of any subsequent offer to sell wrongdoing or sale liability on the part of the shares of Common Stock in Singapore, unless such offer Releasees, their representatives, heirs, executors, attorneys, agents, partners, officers, shareholders, directors, employees, subsidiaries, affiliates, divisions, successors or sale is made (1) after six (6) months from the Date of Grant, (2) pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than section 280) of the SFA, or (3) pursuant to, assigns.

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16. Complete and in accordance Voluntary Agreement: This Agreement, together with the conditions Offer of any other applicable provisions of Employment and Employee Nondisclosure, Assignment and Non-Solicitation Agreement that are hereby incorporated by reference, constitute the SFA.

Notifications

Securities Law Notice. The offer of the Plan, the grant of the Option, entire agreement between you and the value of the underlying shares of Common Stock on exercise are being made pursuant to the "Qualifying Person" exemption under section 273(1)(f) of the SFA. The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore.

Director Notification. You understand and acknowledge that if you are a director, associate director or shadow director of a Singapore Affiliate, you are subject to certain notification requirements under the Singapore Companies Act, regardless of whether you are a Singapore resident or employed in Singapore. Among these requirements is an obligation to notify the Singapore Affiliate in writing when you receive an interest (e.g., Options or shares of Common Stock) in the Company. In addition, you must notify the Singapore Affiliate when you sell shares of Common Stock (including when you sell shares of Common Stock acquired under the Plan). These notifications must be made within two days of acquiring or disposing of any interest in the Company. In addition, a notification must be made of your interests in the Company within two days of becoming a director, associate director or shadow director.

SOUTH KOREA

Notifications

Foreign Asset / Account Tax Reporting Information. Korean residents must declare all foreign financial accounts (*e.g.*, non-Korean bank accounts, brokerage accounts) to the Korean tax authority and file a report Releasees with respect to the subject matter hereof and supersedes all prior negotiations and agreements, whether written or oral, relating to such accounts if subject matter. To avoid any doubt, this Agreement supersedes and/or permanently terminates and extinguishes any obligations owed by the value Company to you under the Settlement Agreement between you and Company dated February 14, 2024. You acknowledge that neither Releasees nor their agents or attorneys have made any promise, representation or warranty whatsoever, either express or implied, written or oral, which is not contained in this Agreement for the purpose of such accounts exceeds KRW 500 million (or an equivalent amount in foreign currency). *You should consult with your personal tax advisor inducing you to ensure compliance with execute the applicable requirements.*

SPAIN

Terms Agreement, and Conditions

Nature of Grant. The following provision supplements Section 5 of the Terms and Conditions Applicable to All Non-U.S. Participants set forth above:

In accepting the Option, you acknowledge that you consent to participation have executed this Agreement in the Plan reliance only upon such promises, representations and have received a copy of the Plan.

You understand warranties as are contained herein, and that the Company has unilaterally, gratuitously, and in its sole discretion decided to grant Options under the Plan to Employees, Consultants, and Directors throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not economically or otherwise bind the Company or any Affiliate on an ongoing basis. Consequently, you understand that the Option is granted on the assumption and condition that the Option and any shares of Common Stock acquired under the Plan are not part executing this Agreement voluntarily, free of any employment contract (either with the Company duress or any other Affiliate) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation), or any other right whatsoever. In addition, you understand that this grant would not be made but for the assumptions and conditions referred to above; thus, you acknowledge and freely accept that, should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then any grant of or right to the Option shall be null and void.

coercion.

17. Other Rights: You understand and agree that as a condition of the grant of the Option, unless otherwise provided in the Agreement, the termination of your Continuous Service for any reason (including the reasons listed below) will automatically result in the loss of the Option to the extent the Option has not vested and become exercisable as of the date you are no longer actively providing service. In particular, unless otherwise provided in the Agreement, you understand and agree that any unvested portion of the Option as of the date you are no longer actively providing service and any vested portion of the Option not exercised within the post-termination exercise period set out nothing in this Agreement will be forfeited without entitlement prevents you from exercising, in any way, your rights under Section 7 of the National Labor Relations Act, including your ability to speak with former coworkers regarding terms and conditions of employment, to file with the NLRB an unfair labor practice charge, to assist a former coworker with the filling of a charge, to provide information to the underlying shares NLRB, to assist with the NLRB's investigation or litigation of Common Stock a charge, or to speak with others regarding workplace issues.

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18. Severability: The provisions of this Agreement are severable, and if any amount part of indemnification it is found to be invalid or unenforceable, the other parts shall remain fully valid and enforceable. Specifically, should a court, arbitrator, or government agency conclude that a particular claim may not be released as a matter of law, it is the intention of the parties that the general release, the waiver of unknown claims and the covenant not to sue above shall otherwise remain effective to release any and all other claims.

19. Modification; Counterparts; Electronic/PDF Signatures: It is expressly agreed that this Agreement may not be altered, amended, modified, or otherwise changed in any respect except by another written agreement that specifically refers to this Agreement, executed by authorized representatives of each of the event parties to this Agreement. This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. Electronic signature or execution of a termination PDF copy shall have the same force and effect as execution of an original and a copy of a signature shall be admissible in any legal proceeding as if an original signature.

20. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

21. Time To Consider and Consult: You acknowledge and agree that:

a. You have carefully read this Agreement;

b. You understand and voluntarily, of your Continuous Service by reason of, but not limited own free will, agree to resignation, retirement, disciplinary dismissal adjudged to be with cause, disciplinary dismissal adjudged or recognized to be without good cause (*i.e., subject to a* "*despido improcedente*"), individual or collective dismissal on objective grounds, whether adjudged or recognized to be with or without cause, material modification all of the terms of employment under Article 41 of the Workers' Statute, relocation under Article 40 of the Workers' Statute, Article 50 of the Workers' Statute, unilateral withdrawal by the Service Recipient and under Article 10.3 of the Royal Decree 1382/1985. You acknowledge that you have read and specifically accept the conditions referred to in the Global Stock Option Agreement as well as Section 5 of the Terms and Conditions Applicable to All Non-U.S. Participants (as supplemented by this provision).

Notifications

Securities Law Information. No "offer of securities to the public," within the meaning of Spanish law, has taken place or will take place in the Spanish territory in connection with the Option. The Plan, the Agreement and any other documents evidencing the grant of the Option have not been, nor will they be, registered with the *Comisión Nacional del Mercado de Valores* (the Spanish securities regulator), and none of those documents constitutes a public offering prospectus.

Exchange Control Information. You may be required to declare electronically to the Bank of Spain any foreign accounts (including brokerage accounts held abroad), any foreign instruments (including any shares of Common Stock acquired under the Plan) and any transactions with non-Spanish residents (including any payments of shares of Common Stock made to you by the Company) if the balances in such accounts and the value of such instruments as of December 31, or the volume of the transactions with non-Spanish residents during the prior or current year, exceed €1,000,000.

Foreign Asset/Account Tax Reporting Information. You are required to report rights or assets deposited or held outside of Spain (including shares of Common Stock acquired under the Plan or cash proceeds from the sale of such shares of Common Stock) as of December 31 of each year, if the value of such rights or assets exceeds €50,000 per type of right or asset.After such rights and/or assets are initially reported, the reporting obligation will apply for subsequent years only if the value of any previously-reported rights or assets increases by more than €20,000 or if the ownership of the assets is transferred or relinquished during the year. The reporting requirement must be completed by the following March 31.

The exchange control and foreign asset / account reporting requirements in Spain are complex. *You should consult your personal legal and tax advisors to ensure compliance with the applicable requirements.*

SWEDEN

Terms and Conditions

Authorization to Withhold. The following provision supplements Section 4 of the Global Stock Option Agreement:

Without limiting the Company's or the Service Recipient's authority to satisfy their withholding obligations for any Tax Liability as set forth in Section 4 this Agreement, and knowingly and voluntarily intend to be legally bound by the same;

c. You have been and hereby are advised in writing to consult with legal counsel of your choice regarding this Agreement and its effects;

d. You have had the opportunity to at least a full forty-five (45) days to consider this Agreement before executing it. If you sign this Agreement prior to the end of the Global Stock Option Agreement, in accepting the Option, consideration period, you authorize acknowledge that your decision to accept such shortening of time is knowing and voluntary and was not induced by the Company and/ through fraud, misrepresentation, or a threat to withdraw or alter the Service Recipient to withhold or sell shares of Common Stock otherwise deliverable to you upon exercise to satisfy any Tax Liability, regardless of whether the Company or the Service Recipient has a withholding obligation on any such Tax Liability.

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SWITZERLAND

Notifications

Securities Law Information. Neither this document nor any other materials relating offer prior to the Plan (i) constitutes a prospectus according to articles 35 et seq. expiration of the Swiss Federal Act on Financial Services ("***FinSA***"); (ii) may be publicly distributed reasonable time period, or otherwise made publicly available in Switzerland by providing different terms to any person other than an Employee; or (iii) has been or will be filed with, approved or supervised by any Swiss reviewing body according to article 51 FinSA or any Swiss regulatory authority, including the Swiss Financial Market Supervisory Authority ("***FINMA***").

TAIWAN

Terms and Conditions

Securities Law Information. The offer of participation in the Plan is available only for Employees and Consultants. The offer of participation in the Plan is not a public offer of securities by a Taiwanese company. you;

Data Privacy e. . The following provision supplements Section 1 You understand that among the possible claims you are waiving pursuant to this Agreement are any and all claims for age discrimination under the ADEA, as amended by the OWBPA, and you acknowledge receipt of the Terms and Conditions Applicable Exhibit B to All Non-U.S. Participants set forth above:

You hereby acknowledge having read and understood Section 1 of the Terms and Conditions Applicable to All Non-U.S. Participants set forth above and, by participating in the Plan, agree to such terms. In this regard, upon request of the Company or an Affiliate, you agree to provide any executed data privacy consent form (or any other agreements or consents Agreement, which that may be identifies additional information required by the Company or an Affiliate) that the Company and/or an Affiliate may deem necessary under applicable data privacy laws, either now or in the future. OWBPA;

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f. You understand that you will not be able must return this signed Agreement to participate in the Plan if Company no later than (i) forty-five (45) days after you fail to execute any such consent or agreement.

Notifications received this Agreement; and

Exchange Control Information g. . Taiwanese residents may acquire and remit foreign currency (including proceeds from the sale of shares of Common Stock) into and out of Taiwan up to US $5,000,000 per year. You understand that if you are age 40 or above you have a Taiwanese resident, full seven (7) days after the date of your signature below to revoke this Agreement and that this Agreement shall not become effective or enforceable until the transaction amount exceeds TWD 500,000 in a single transaction, revocation period has expired. You understand that to revoke this Agreement you may need to submit a foreign exchange transaction form and provide supporting documentation must give written notice to the satisfaction of Company. Such notice shall be deemed to have been duly given when personally delivered or when mailed by U.S. registered or certified mail, return receipt requested and postage prepaid, addressed to the remitting bank. Company and directed to the attention of:

UNITED ARAB EMIRATES Marisa Eddy
Notifications Unity Human Resources
30 3rd St, San Francisco, CA 94103

Securities Law Information 22. . Effective DateParticipation in the Plan is being offered only to eligible Employees, Consultants, and Directors and is in the nature of providing equity incentives. Any documents related to participation in the Plan, including the Plan, the Agreement and any other grant documents ("***Option Documents***"), are intended for distribution only to such eligible Employees, Consultants, and Directors and must not be delivered to, or relied on by, any other person.

The United Arab Emirates securities or financial/economic authorities have no responsibility for reviewing or verifying any Option Documents and have not approved the Option Documents nor taken steps to verify the information set out in them, and thus, are not responsible for their content. Prospective purchasers of the securities offered should conduct their own due diligence on the securities. You acknowledge: Provided that if you do not

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understand exercise your rights to revoke Agreement, the contents effective date of this Agreement will be the Option Documents, eighth (8th) day following your execution of this Agreement ("Effective Date").

If you should consult an authorized financial advisor. agree to abide by the terms outlined in this letter, please sign this letter below. I wish you the best in your future endeavors.

UNITED KINGDOM Sincerely,

Terms and Conditions

Tax Responsibility and Satisfaction. The following provision supplements Section 4 of the Global Stock Option Agreement: Marisa Eddy

Senior Vice President, Chief People Officer

THIS IS AN IMPORTANT LEGAL DOCUMENT AND THE COMPANY ADVISES YOU TO SPEAK WITH AN ATTORNEY BEFORE SIGNING IT.

THE UNDERSIGNED EMPLOYEE REPRESENTS THAT THE EMPLOYEE HAS READ THIS AGREEMENT, FULLY UNDERSTANDS THE TERMS AND CONDITIONS OF THE AGREEMENT AND IS KNOWINGLY AND VOLUNTARILY EXECUTING THE AGREEMENT. EMPLOYEE AFFIRMS THAT IN ENTERING INTO THIS AGREEMENT, EMPLOYEE DOES NOT RELY ON ANY REPRESENTATION, PROMISE OR INDUCEMENT MADE BY THE COMPANY OR ITS REPRESENTATIVES, WITH THE EXCEPTION OF THE CONSIDERATION DESCRIBED IN THIS AGREEMENT.

READ, UNDERSTOOD AND AGREED

/s/ Clive Downie

Clive Downie Date: April 26, 2024

Exhibit A

STATE-SPECIFIC MODIFICATIONS

Income tax and national insurance contributions may arise on exercise of (or any other dealing in) Each employee should review the Option, and you agree as a condition of exercise of following pages for additional information that supplements and/or modifies the Option terms in this Agreement to meet any such Tax Liability, including your primary Class 1 and the Service Recipient's secondary Class 1 national insurance contributions ("*NICs*") arising on exercise of the Option for which the Service Recipient is required to account to HM Revenue and Customs ("***HMRC***"). It is a condition of exercise of the Option that, if required by the Company or any Affiliate, you enter into such arrangements as the Company or any Affiliate may require for satisfaction of those Tax Liabilities. You acknowledge that you may be required as a condition of exercise of the Option to enter into a joint election whereby the Service Recipient's liability for NICs is transferred to you on terms set out comply with state-law requirements in the election and approved by HMRC.

Without limitation to Section 4 of the Global Stock Option Agreement, you agree that you are responsible for all Tax Liability and hereby covenant to pay all such Tax Liability, as and when requested by the Company or an Affiliate or by HMRC (or any other tax authority or any other relevant authority). You also

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agree to indemnify and keep indemnified the Company and its Affiliates against any Tax Liability state in which they are required to pay or withhold or have paid or will pay to HMRC (or any other tax authority or any other relevant authority) on your behalf.

Notwithstanding the foregoing, if you are a director or executive officer (within the meaning of Section 13(k) of the Exchange Act), you understand that you may not be able to indemnify the Company worked for the amount of any withholding obligation for Tax Liability not collected from or paid by you, in case the indemnification could be considered to be a loan. In this case, the Tax Liability not collected or paid within 90 days of the end of the U.K. tax year in which the taxable event occurs may constitute a benefit to you on which additional income tax and NICs may be payable. You understand that you will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying to the Company and/or an Affiliate (as appropriate) the amount of any employee NICs due on this additional benefit, which may also be obtained from you by any of the means referred to in Section 4 of the Global Stock Option Agreement.

Company.

Participant: _____

Date: _____

ALABAMA

EXHIBIT B

Unity Software Inc.

2020 Equity Incentive Plan

Denmark - Employer Statement

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AFTALE OM TILDELING AF AKTIEOPTIONER, HERUNDER ERKLÆRING I HENHOLD TIL AKTIEOPTIONSLOVEN

Unity Technologies ApS
Loevstraede 5, DK-1152
København K
Danmark
(det "Danske Selskab")

og

Den i Tildelingsmeddelelsen anførte Optionsindehaver
("Medarbejderen")

Unity Software Inc.
30 3rd Street
San Francisco, California 94103
USA
("Selskabet")

indgået denne aftale (den "Danske Aftale") i relation til de aktieoptioner ("Optioner"), som Selskabet har tildelt Medarbejderen. Den Danske Aftale udgør endvidere en erklæring til Medarbejderen i henhold til lov om brug af køberet eller tegningsret til aktier m.v. i ansættelsesforhold ("Aktieoptionsloven") § 3, stk. 1.

I tilfælde af uoverensstemmelser mellem den Danske Aftale og Medarbejderens ansættelsesaftale med det Danske Selskab har den Danske Aftale forrang.

Selskabet har vedtaget et aktieoptionsprogram, der omfatter medarbejdere i Selskabet og dettes tilknyttede virksomheder, herunder det Danske Selskabs medarbejdere. Vilkårene for aktieoptionsprogrammet, der også omfatter de Optioner, der tildeles i medfør af den Danske Aftale, er fastsat i "Unity Software Inc. 2020 Equity Incentive Plan" ("Planen") og "Unity Software Inc. Global Stock Option Agreement and Stock Option Grant Notice ("Aktieoptionsaftalen") (Planen og Aktieoptionsaftalen benævnes herefter samlet "Aktieoptionsprogrammet"). Denne Danske Aftale er betinget af Medarbejderens indgåelse af Aktieoptionsaftalen.

Vilkårene i Aktieoptionsprogrammet finder anvendelse på Medarbejderens Optioner, medmindre den Danske Aftale fastsætter vilkår, der fraviger vilkårene i Aktieoptionsprogrammet. I sådanne tilfælde har den Danske Aftales vilkår forrang.

Definitioner anvendt i den Danske Aftale skal have samme betydning som i Aktieoptionsprogrammet, medmindre andet følger af den Danske Aftale.

AGREEMENT CONCERNING GRANTING OF OPTIONS, INCLUDING STATEMENT PURSUANT TO THE DANISH STOCK OPTION ACT

Unity Technologies ApS
Loevstraede 5, DK-1152
Copenhagen K
Denmark
(the "Danish Company")

and

The Optionholder named in the Grant Notice
(the "Employee")

and

Unity Software Inc.
30 3rd Street
San Francisco, California 94103
USA
(the "Company")

have entered into this agreement (the "Danish Agreement") concerning the stock options (the "Options") granted by the Company to the Employee. The Danish Agreement also constitutes a statement to the Employee pursuant to section 3 (1) of the Danish Act on the exercise of stock acquisition rights or stock subscription rights in employment relationships, etc. (the "Stock Option Act").

In the event of any discrepancies between the Danish Agreement and the Employee's contract of employment with the Danish Company, this Danish Agreement shall prevail.

The Company has adopted a stock option program covering the employees of the Company and its affiliates, including the employees of the Danish Company. The terms of the stock option program, which also include the Options granted under the Danish Agreement, are set forth in the Unity Software Inc. 2020 Equity Incentive Plan (the "Plan") and the Unity Software Inc. Global Stock Option Agreement and Stock Option Grant Notice (the "Stock Option Agreement"), (the Plan and Stock Option Agreement are hereinafter referred to as the "Stock Option Program"). This Danish Agreement is contingent on the Employee's concurrent execution of the Stock Option Agreement.

The terms of the Stock Option Program apply to the Employee's Options, unless the Danish Agreement stipulates terms that deviate from the terms of the Stock Option Program. In such situations, the terms of the Danish Agreement shall prevail.

The definitions of the Danish Agreement shall have the same meaning as the definitions of the Stock Option Program, unless otherwise provided by the Danish Agreement.

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1	OPTIONER OG VEDERLAG	1	OPTIONS AND CONSIDERATION
1.1	Medarbejderen tildeles løbende efter Selskabets Bestyrelses ("Bestyrelsen") diskretionære beslutning Optioner, der giver ret til at købe aktier ("Aktier") i Selskabet. Optionerne tildeles vederlagsfrit.	1.1	The Employee is granted Options on a current basis at the discretion of the Company's Board of Directors (the "Board") entitling the Employee to purchase shares of common stock ("Shares") in the Company. The Options are granted free of charge.
1.2	Købsprisen pr. Aktie ("Købsprisen"), der betales ved udnyttelse af en Option, svarer til Markedsprisen pr. aktie for Selskabets aktier på Optionens tildelingsdag som fastsat af Bestyrelsen og i Planens punkt 4(b).	1.2	The exercise price per Share (the "Exercise Price") at which an Option may be exercised shall be equivalent to the Fair Market Value per share of the Company's common stock on the effective date of the grant of the Option as determined by the Board and as further specified in Section 4(b) of the Plan.
2	KRITERIER ELLER BETINGELSER FOR TILDELINGEN	2	CRITERIA OR CONDITIONS FOR THE GRANT
2.1	Medarbejdere, konsulenter og bestyrelsesmedlemmer i Selskabet eller en tilknyttet virksomhed, der er udpeget af Lønudvalget på Optionens tildelingsdag, er berettigede til at deltage i Aktieoptionsprogrammet	2.1	Employees, consultants and directors of the Company or an affiliate of the Company designated by the Committee on the effective date of the grant may be eligible to participate.
3	ØVRIGE VILKÅR	3	OTHER TERMS AND CONDITIONS
3.1	Optionerne tildeles i overensstemmelse med Aktieoptionsprogrammet.	3.1	The Options are granted under the Stock Option Program.
3.2	Optionerne tildeles efter Lønudvalgets skøn i Aktieprogrammets løbetid.	3.2	The Options are granted at the discretion of the Committee during the term of the Stock Option Program.
3.3	Optionerne optjenes efter følgende i Tildelingsmeddelelsen anførte skema.	3.3	The Options shall vest according to the schedule set forth in the Grant Notice.
3.4	Modningen er betinget af, at Medarbejderen er ansat i det Danske Selskab eller en anden med Selskabet koncernforbundet enhed, og der tildeles ikke Optioner og Optioner modnes ikke efter ansættelsesforholdets ophør, uanset årsag hertil, jf. dog nedenfor. Modningen af Optioner påvirkes ikke af lovreguleret orlov.	3.4	The vesting of Options is conditional on the Employee being employed with the Danish Company or another entity in the Company group and no Options are granted or shall vest after the termination of such employment, regardless of the reason for such termination, cf. however below. The vesting of Options is not influenced by statutory leave.
4	UDNYTTELSE	4	EXERCISE
4.1	Modnede Optioner kan udnyttes som fastsat i punkt 3.3.	4.1	Outstanding Options may be exercised once vested as stated in clause 3.3.
4.2	Ikke-modnede Optioner kan ikke udnyttes medmindre Bestyrelsen træffer anden beslutning herom.	4.2	Unvested Options cannot be exercised, unless determined otherwise specified by the Board.
4.3	Optionerne bortfalder på ti-årsdagen for tildeling.	4.3	Options expire no later than 10 years after the date of grant.
5	OPSIGELSE	5	TERMINATION

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5.1	I tilfælde af, at Medarbejderens ansættelsesforhold ophører på grund af Medarbejderens handicap, kan Optionen, i det omfang denne ikke er udnyttet og kan udnyttes for modnede aktier på tidspunktet, hvor Medarbejderens ansættelse ophører, til enhver tid udnyttes af Medarbejderen (eller Medarbejderens værge eller juridiske repræsentant) inden udløbet af en periode på tolv (12) måneder efter fratrædelsesdatoen, men under ingen omstændigheder senere end Optionens Udløbsdato.	5.1	If the Employee's employment terminates because of the disability of the Employee, the Option, to the extent unexercised and exercisable for vested shares on the date on which the Employee's employment terminated, may be exercised by the Employee (or the Employee's guardian or legal representative) at any time prior to the expiration of twelve (12) months after the employment terminates, but in any event no later than the Option Expiration Date.
5.2	I tilfælde af, at Medarbejderens ansættelsesforhold ophører på grund af Medarbejderens død, kan Optionen, i det omfang denne ikke er udnyttet og kan udnyttes for modnede aktier på tidspunktet, hvor Medarbejderens ansættelse ophører, til enhver tid udnyttes af Medarbejderens juridiske repræsentant eller anden person, som har opnået ret til at udnytte Optionen som følge af Medarbejderens død, inden udløbet af en periode på tolv (12) måneder efter fratrædelsesdatoen, men under ingen omstændigheder senere end Optionens Udløbsdato. Medarbejderens ansættelse anses for ophørt på grund af død, hvis Medarbejderen dør inden for tre (3) måneder efter fratrædelsesdatoen. Endvidere kan, i det i Tildelingsmeddelelsen anførte omfang, modningen af ikke-modnede Optioner accelereres efter fratræden på grund af død.	5.2	If the Employee's employment terminates because of the death of the Employee, the Option, to the extent unexercised and exercisable for vested shares on the date on which the Employee's employment terminated, may be exercised by the Employee's legal representative or other person who acquired the right to exercise the Option by reason of the Employee's death at any time prior to the expiration of twelve (12) months after the employment terminates, but in any event no later than the Option Expiration Date. The Employee's employment shall be deemed to have terminated on account of death if the Participant dies within three (3) months after the employment terminates. Further, to the extent set forth in the Grant Notice, the vesting of unvested Options may be accelerated upon termination due to death.
5.3	I tilfælde af det Danske Selskabs opsigelse/bortvisning som følge af Medarbejderens misligholdelse af ansættelsesaftalen bortfalder Medarbejderens ikke- udnyttede Optioner uden kompensation pr. ansættelsesforholdets ophør.	5.3	If the Danish Company terminates/summarily dismisses the Employee due the Employee's breach of the employment agreement, all Options, which have not been exercised at the time of termination, will lapse without further notice or compensation as of the date the employment terminates.
5.4	I tilfælde af det Danske Selskabs opsigelse af Medarbejderen af andre årsager, bortset fra handicap, død eller misligholdelse af ansættelsesaftalen, kan Optionen, i det omfang denne ikke er udnyttet og kan udnyttes for modnede aktier på tidspunktet, hvor Medarbejderens ansættelse ophører, til enhver tid udnyttes af Medarbejderen inden udløbet af en periode på tre (3) måneder efter fratrædelsesdatoen, men under ingen omstændigheder senere end Optionens Udløbsdato.	5.4	If the Danish Company terminates/dismisses the Employee for any other reason, except Disability, death or breach of the employment agreement, the Option, to the extent unexercised and exercisable for vested shares by the Employee on the date on which the Employee's employment is terminated, may be exercised by the Employee at any time prior to the expiration of three (3) months after the employment terminates, but in any event no later than the Option Expiration Date.
6	REGULERING AF OPTIONER	6	ADJUSTMENT OF THE OPTIONS
6.1	*Regulering ved kapitalændringer*	6.1	*Adjustment in connection with capital changes*

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	Ved en ændring i antallet af udestående Ordinære Aktier som følge af en ændring i Selskabets kapitalstruktur uden vederlag såsom aktieudbytte, rekapitalisering, aktiesplit, omvendt aktiesplit, opdeling og omklassificering, kan der, som yderligere reguleret i Aktieoptionsprogrammet, gennemføres justeringer, der kan påvirke Aktieoptionsprogrammet, herunder en justering af antallet af samt klassen af de Ordinære Aktier, der kan opnås i henhold til Programmet, af Købsprisen pr. aktie og af det antal Ordinære Aktier for hver option i henhold til Programmet, der endnu ikke er udnyttet.		As further set out in the Stock Option Program, if the number of outstanding shares of Common Stock is changed by a modification in the capital structure of the Company without consideration such as a stock dividend, recapitalization, stock split, reverse stock split, subdivision or reclassification then adjustments may be made that may impact the Stock Option Program including adjusting of the number and class of Common Stock that may be delivered under the Stock Option Program, the Exercise Price per share and the number of shares of Common Stock covered by each option under the Stock Option Program which has not yet been exercised.
6.2	*Andre ændringer* Såfremt der sker ændring i Selskabets ejerforhold, kan der ske andre ændringer i Aktieoptionsprogrammet, som beskrevet deri.	6.2	*Other changes* If there is a change in control of the Company adjustments may be made to the Stock Option Program as further set out therein.
6.3	*Lønudvalgets regulering af Optioner* Lønudvalgets bemyndigelse til at regulere Optionerne i de i punkt 6 omhandlede situationer er underlagt punkt 6 i Planen og punkt 7 i Aktieoptionsaftalen.	6.3	*Committee's regulation of Options* The Committee's authority to regulate the Options in the situations comprised by this section 6 shall be governed by section 6 of the Plan and section 7 of the Stock Option Agreement.
7	ØKONOMISKE ASPEKTER VED DELTAGELSE I ORDNINGEN	7	THE FINANCIAL ASPECTS OF PARTICIPATING IN THE SCHEME
7.1	Optionerne er risikobetonede værdipapirer, der er afhængige af aktiemarkedet og Selskabets resultater. Som følge heraf er der ingen garanti for, at udnyttelsen af Optionerne udløser en fortjeneste. Optionerne skal ikke medregnes ved opgørelsen af feriepenge, fratrædelsesgodtgørelse, godtgørelse eller kompensation fastsat ved lov, pension og lignende.	7.1	The Options are risky securities influenced by the capital market and the Company's results. Consequently, there is no guarantee that the exercise of the Options will trigger a profit. The Options are not to be included in the calculation of holiday allowance, severance pay, statutory allowance and compensation, pension and similar payments.
8	SKATTEMÆSSIGE FORHOLD	8	TAX MATTERS
8.1	De skattemæssige konsekvenser for Medarbejderen som følge af tildelingen af Optionerne og den efterfølgende udnyttelse heraf er det Danske Selskab og Selskabet uvedkommende. Det Danske Selskab opfordrer Medarbejderen til selvstændigt at indhente rådgivning om den skattemæssige behandling af tildeling og udnyttelse af Optionerne.	8.1	Any tax consequences for the Employee arising out of the Options and the exercise thereof are of no concern to the Danish Company or the Company. The Danish Company encourages the Employee to obtain individual tax advice in relation to the effect of grant and exercise of the Options.
9	OVERDRAGELSE OG PANTSÆTNING AF WARRANTS MV.	9	TRANSFER AND PLEDGING OF OPTIONS, ETC.
9.1	Optionerne er personlige og kan hverken sælges, bortgives, pantsættes eller på anden måde overdrages til tredjemand, frivilligt eller ved udlæg.	9.1	The Options are personal instruments that cannot be sold, given away, pledged or otherwise transferred to a third party, whether voluntarily or by execution.
9.2	Udover at udgøre en selvstændig erklæring i henhold til Aktieoptionsloven § 3, stk. 1, udgør Aftalen en integreret del af Medarbejderens ansættelsesaftale med det Danske Selskab og er undergivet dansk lovgivning.	9.2	In addition to constituting a statement in accordance with section 3 (1) of the Danish Stock Option Act, this Agreement constitutes an integral part of the Employee's contract of employment with the Danish Company and is subject to Danish law.

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Unity Software Inc.

2020 Equity Incentive Plan

RSU Award Grant Notice

Unity Software Inc. (the ***"Company"***) has awarded Section 8 is supplemented to you (the "***Participant***") include the number of restricted stock units specified and on the terms set forth below (the ***"RSU Award"***). Your RSU Award is subject to all of the terms and conditions as set forth herein and in the Company's 2020 Equity Incentive Plan (the ***"Plan"***) and the Global Restricted Stock Unit Award Agreement, including any country-specific appendices thereto (the "***Appendix***"), which are attached hereto and incorporated herein in their entirety. Capitalized terms not explicitly defined herein but defined in the Plan or the Global Restricted Stock Unit Award Agreement shall have the meanings set forth in the Plan or the Agreement.

Participant:	_____
Date of Grant:	_____
Vesting Commencement Date:	_____
Number of Restricted Stock Units:	_____

Vesting Schedule: [_____].

Notwithstanding the foregoing, except as set forth below, vesting shall terminate upon the Participant's termination of Continuous Service.

If the Participant's Continuous Service terminates because of the Participant's death (i) within the first year of the Participant's Continuous Service, then 50% of the Number of Restricted Stock Units as set forth above shall vest effective as of immediately prior to the effective time of such termination or (ii) on or following the first year of the Participant's Continuous Service, then 100% of the Number of Restricted Stock Units set forth above shall vest effective as of immediately prior to the effective time of such termination.

Issuance Schedule: One share of Common Stock shall be issued for each restricted stock unit which vests at the time set forth in Section 5 of the Global Restricted Stock Unit Award Agreement.

Participant Acknowledgements: By your signature below or by electronic acceptance or authentication in a form authorized by the Company, you understand and agree that:

- The RSU Award is governed by this RSU Award Grant Notice (the "***Grant Notice***"), and the provisions of the Plan and the Global Restricted Stock Unit Award Agreement (including the Appendix), all of which are made a part of this document. This Grant Notice, the Global Restricted Stock Unit Award Agreement and the Appendix (collectively, the "***Agreement***") may not be modified, amended or revised except in a writing signed by you and a duly authorized officer of the Company, unless otherwise provided in the Plan.
- following: You have read and are familiar with the provisions of the Plan, the Agreement and the Prospectus. In the event of any conflict between the provisions in this Agreement (including the Grant Notice, the Global Restricted Stock Unit Award Agreement and the Appendix) or the Prospectus and the terms of the Plan, the terms of the Plan shall control.
- The Agreement sets forth the entire understanding between you and the Company regarding the acquisition agree that you shall not be held liable for breach of Common Stock Section 8 if you make a statement in good faith and supersedes all prior oral and written agreements, promises and/or representations on that subject with the exception of: (i) other equity awards previously granted to you, and (ii) solely for any written employment agreement, offer letter, severance agreement, written severance plan or policy, or other written agreement between the Company and you in each case that specifies the terms that should govern this RSU Award.
- You consent to receive the Agreement, the Plan, the Prospectus and any other Plan-related documents by electronic delivery and to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.
- Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

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UNITY SOFTWARE INC.

By: _____

Title: _____

Date: _____

PARTICIPANT:

_____

Signature

Date: _____

Unity Software Inc.

2020 Equity Incentive Plan

Global Restricted Stock Unit Award Agreement (RSU Award)

As reflected by your RSU Award Grant Notice ("***Grant Notice***") Unity Software Inc. (the "***Company***") has granted you a RSU Award under its 2020 Equity Incentive Plan (the "***Plan***") for the number of restricted stock units as indicated in your Grant Notice (the "***RSU Award***"). The terms of your RSU Award as specified in this Global Restricted Stock Unit Award Agreement for your RSU Award, including the Appendix as defined below and the Grant Notice constitute your Agreement (the Grant Notice, Global Restricted Stock Unit Award Agreement and Appendix, collectively, are referred to as the "***Agreement***"). Defined terms not explicitly defined in this Global Restricted Stock Unit Award Agreement but defined in the Grant Notice or the Plan shall have the same definitions as in the Grant Notice or Plan, as applicable

The general terms applicable to your RSU Award are as follows:

1. Governing Plan Document. Your RSU Award is subject to all the provisions of the Plan, including but not limited to the provisions in:following purposes:

(a) To communicate with a law enforcement officer acting within the line and scope of the officer's law enforcement duties that a violation of the law has occurred or is occurring;

(b) To communicate with a government regulator acting within the line and scope of the regulator's regulatory duties that a violation of the law has occurred or is occurring;

(c) To respond to a lawfully served judicial, grand jury, or other lawful subpoena;

(d) To testify in a judicial or administrative proceeding in response to a lawfully served subpoena or an order of a court of competent jurisdiction;

(e) To confer with my attorney for the purpose of obtaining legal advice or representation;

(f) To respond to lawful discovery in a judicial or administrative action, provided the disparaging statement is ordered by a court of competent jurisdiction or made in compliance with a protective order entered by the same court;

(g) To prosecute or defend a civil action between or among parties to this Agreement, provided the party making the disparaging statement attempts to and, if permitted by law, does file the disparaging statement and any related pleading under seal or in compliance with a protective order entered by a court of competent jurisdiction in the civil action; and

(h) To exercise federally protected statutory rights.

CALIFORNIA

In addition to the claims released in Section 6 of the Plan regarding Agreement, you agree that this release includes, but is not limited to, claims under the impact California Fair Employment and Housing Act, California Labor Code. Section 6 is supplemented to include the following: Waiver of Section 1542. You hereby state that it is your intention in executing this Agreement that it shall be effective as a Capitalization Adjustment, dissolution, liquidation, or Corporate Transaction on your RSU Award;

(b) Section 9(e) bar to each and every claim, demand, cause of the Plan regarding the Company's retained action, obligation, damage, liability, charge, attorneys' fees, and costs hereinabove released. You hereby expressly waive and relinquish all rights to terminate your Continuous Service notwithstanding the grant of the RSU Award; and

(c) Section 8(c) of the Plan regarding the tax consequences of your RSU Award.

Your RSU Award is further subject to all interpretations, amendments, rules and regulations, which may from time to time be promulgated and adopted pursuant to the Plan. In the event of benefits, if any, conflict between the RSU Award Agreement and arising under the provisions of the Plan, the provisions Section 1542 of the Plan shall control.

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2. GRANT OF THE RSU AWARD. This RSU Award represents your right to be issued on a future date the number of shares of Common Stock that is equal to the Number of Restricted Stock Units indicated in the Grant Notice as modified to reflect any Capitalization Adjustment and subject to your satisfaction of the vesting conditions set forth therein (the "***Restricted Stock Units***"). Any additional Restricted Stock Units that become subject to the RSU Award pursuant to Capitalization Adjustments as set forth in the Plan, if any, shall be subject, in a manner determined by the Board, to the same forfeiture restrictions, restrictions on transferability, and time and manner of delivery as applicable to the other Restricted Stock Units covered by your RSU Award.

3. DIVIDENDS. You shall receive no benefit or adjustment to your RSU Award with respect to any cash dividend, stock dividend or other distribution that does not result from a Capitalization Adjustment as provided in the Plan; provided, however, that this sentence shall not apply with respect to any shares of Common Stock that are delivered to you in connection with your RSU Award after such shares have been delivered to you.

4. WITHHOLDING OBLIGATIONS.

(a) Regardless of any action taken by the Company or, if different, the Affiliate to which you provide Continuous Service (the "***Service Recipient***") with respect to any income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items associated with the grant or vesting of the RSU Award or sale of the underlying Common Stock or other tax-related items related to your participation in the Plan and legally applicable to you (the "***Tax Liability***"), you hereby acknowledge and agree that the Tax Liability is your ultimate responsibility and may exceed the amount, if any, actually withheld by the Company or the Service Recipient. You further acknowledge that the Company and the Service Recipient (i) make no representations or undertakings regarding any Tax Liability in connection with any aspect of this RSU Award, including, but not limited to, the grant or vesting of the RSU Award, the issuance of Common Stock pursuant to such vesting, the subsequent sale of shares of Common Stock, and the payment of any dividends on the Common Stock; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the RSU Award to reduce or eliminate your Tax Liability or achieve a particular tax result. Further, if you are subject to Tax Liability in more than one jurisdiction, you acknowledge that the Company and/or the Service Recipient (or former service recipient, as applicable) may be required to withhold or account for Tax Liability in more than one jurisdiction. As further provided in Section 8 of the Plan, you hereby authorize the Company and any applicable Service Recipient to satisfy any applicable withholding obligations with regard to the Tax Liability by any of the following means or by a combination of such means: (1) causing you to pay any portion of the Tax Liability in cash; (2) withholding from any compensation otherwise payable to you by the Company or the Service Recipient; (3) withholding shares of Common Stock from the shares of Common Stock issued or otherwise issuable to you in connection with the Award ; *provided*, however, that to the extent necessary to qualify for an exemption from application of Section 16(b) of the Exchange Act, if applicable, such share withholding procedure will be subject to the express prior approval of the Board or the Company's Compensation Committee; and/or (iv) permitting or requiring you to enter into a "same day sale" commitment, if applicable, with a broker-dealer that is a member of the Financial Industry Regulatory Authority (a "***FINRA Dealer***"), pursuant to this authorization and without further consent, whereby you irrevocably elect to sell a portion of the shares of Common Stock to be delivered in connection with your Restricted Stock Units to satisfy the Tax Liability and whereby the FINRA Dealer irrevocably commits to forward the proceeds necessary to satisfy the Tax Liability directly to the Company or the Service Recipient. Furthermore, you agree to pay the Company or the Service Recipient any amount the Company or the Service Recipient may be required to withhold, collect or pay as a result of your participation in the Plan or that cannot be satisfied by the means previously described. In the event the obligation of the Company or applicable Service Recipient with respect to the Tax Liability arises prior to the delivery to you of Common Stock or it is determined after the delivery of Common Stock to you that the amount of the Tax Liability was greater than the amount withheld by the Company and/or the Service Recipient (as applicable), you agree to indemnify and hold the Company and/or the Service Recipient (as applicable) harmless from any failure by the Company or the applicable Service Recipient to withhold the proper amount.

(b) The Company may withhold or account for your Tax Liability by considering statutory withholding amounts or other withholding rates applicable in your jurisdiction(s), including (i) maximum applicable rates, in which case you may receive a refund of any over-withheld amount in cash (whether from applicable tax authorities or the Company) and will have no entitlement to the equivalent amount in Common Stock or (ii) minimum or such other applicable rates, in which case you may be solely responsible for paying any additional Tax Liability to the applicable tax authorities. If the Tax Liability is satisfied by withholding shares of Common Stock, for tax purposes, you are deemed to have been issued the full number of shares of Common Stock subject to the vested portion of the RSU Award, notwithstanding that a number of the shares of Common Stock is held back solely for the purpose of paying the Tax Liability.

(c) You acknowledge that you may not participate in the Plan and the Company shall have no obligation to deliver shares of Common Stock until you have fully satisfied the Tax Liability, as determined by the Company. Unless any withholding obligation for the Tax Liability is satisfied, the Company shall have no obligation to deliver to you any Common Stock in respect of the RSU Award.

5. DATE OF ISSUANCE.

(a) The issuance of shares in respect of the Restricted Stock Units is intended to comply with U.S. Treasury Regulations Section 1.409A-3(a) and will be construed and administered in such a manner. Subject to the satisfaction of the Tax Liability withholding obligation, if any, in the

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event one or more Restricted Stock Units vests, the Company shall issue to you one (1) share of Common Stock for each vested Restricted Stock Unit. Each issuance date determined by this paragraph is referred to as an "***Original Issuance Date***."

(b) If the Original Issuance Date falls on a date that is not a business day, delivery shall instead occur on the next following business day. In addition, if:

(i) the Original Issuance Date does not occur (1) during an "open window period" applicable to you, as determined by the Company in accordance with the Company's then-effective policy on trading in Company securities, or (2) on a date when you are otherwise permitted to sell shares of Common Stock on an established stock exchange or stock market (including but not limited to under a previously established written trading plan that meets the requirements of Rule 10b5-1 under the Exchange Act and was entered into in compliance with the Company's policies (a "***10b5-1 Arrangement***")), *and*

(ii) either (1) a Tax Liability withholding obligation does not apply, or (2) the Company decides, prior to the Original Issuance Date, (A) not to satisfy the Tax Liability withholding obligation by withholding shares of Common Stock from the shares otherwise due, on the Original Issuance Date, to you under this Award, and (B) not to permit you to enter into a "same day sale" commitment with a broker-dealer (including but not limited to a commitment under a 10b5-1 Arrangement) and (C) not to permit you to pay your Tax Liability in cash,

then the shares that would otherwise be issued to you on the Original Issuance Date will not be delivered on such Original Issuance Date and will instead be delivered on the first business day when you are not prohibited from selling shares of the Common Stock in the open public market, but in no event later than December 31 of the calendar year in which the Original Issuance Date occurs (that is, the last day of your taxable year in which the Original Issuance Date occurs), or, if and only if permitted in a manner that complies with U.S. Treasury Regulations Section 1.409A-1(b)(4), no later than the date that is the 15th day of the third calendar month of the applicable year following the year in which the shares of Common Stock under this Award are no longer subject to a "substantial risk of forfeiture" within the meaning of U.S. Treasury Regulations Section 1.409A-1(d).

6. TRANSFERABILITY. Except as otherwise provided in the Plan, your RSU Award is not transferable, except by will or by the applicable laws of descent and distribution

7. CORPORATE TRANSACTION. Your RSU Award is subject to the terms of any agreement governing a Corporate Transaction involving the Company, including, without limitation, a provision for the appointment of a stockholder representative that is authorized to act on your behalf with respect to any escrow, indemnities and any contingent consideration.

8. NO LIABILITY FOR TAXES. As a condition to accepting the RSU Award, you hereby (a) agree to not make any claim against the Company, or any of its Officers, Directors, Employees or Affiliates related to Tax Liability arising from the RSU Award or other compensation from the Company or the Service Recipient and (b) acknowledge that you were advised to consult with your own personal tax, financial and other legal advisors regarding the tax consequences of the RSU Award and have either done so or knowingly and voluntarily declined to do so.

9. SEVERABILITY. If any part of this Agreement or the Plan is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity will not invalidate any portion of this Agreement or the Plan not declared to be unlawful or invalid. Any Section of this Agreement (or part of such a Section) so declared to be unlawful or invalid will, if possible, be construed in a manner which will give effect to the terms of such Section or part of a Section to the fullest extent possible while remaining lawful and valid.

10. OTHER DOCUMENTS. You hereby acknowledge receipt of or the right to receive a document providing the information required by Rule 428(b)(1) promulgated under the Securities Act, which includes the Prospectus. In addition, you acknowledge receipt of the Company's Trading Policy.

11. QUESTIONS. If you have questions regarding these or any other terms and conditions applicable to your RSU Award, including a summary of the applicable U.S. federal income tax consequences, please see the Prospectus.

12. LOCK-UP. By accepting this RSU Award, you agree that you will not sell, dispose of, transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale with respect to any shares of Common Stock or other securities of the Company held by you, for a period of one hundred eighty (180) days following the effective date of a registration statement of the Company filed under the Securities Act or such longer period as the underwriters or the Company will request to facilitate compliance with FINRA Rule 2241 or any successor or similar rules or regulation(the "***Lock-Up Period***"); *provided, however*, that nothing contained in this section will prevent the exercise of a repurchase option, if any, in favor of the Company during the Lock-Up Period. You further agree to execute and deliver such other agreements as may be reasonably requested by the Company or the underwriters that are consistent with the foregoing or that are necessary to give further effect thereto. In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to your shares of Common Stock until the end of such period. You also agree that any transferee of any shares of Common Stock (or other securities) of the Company held by you will be bound by this Section 12. The underwriters of the Company's stock are intended third party beneficiaries of this Section 12 and will have the right, power and authority to enforce the provisions hereof as though they were a party hereto.

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13. **VENUE**. For purposes of any action, lawsuit, or other proceedings brought to enforce this Agreement, relating to it, or arising from it, the parties hereby submit to and consent to the sole and exclusive jurisdiction of the courts Civil Code of the State of California, or the federal courts for Northern District of California, and no other courts, where this grant is made and/or to be performed.

14. **WAIVER.** You acknowledge that a waiver by the Company of any provision, or breach thereof, of this Agreement on any occasion shall not operate or be construed as a waiver of such provision on any other occasion or as a waiver of any other provision of this Agreement, or of any subsequent breach by you or any other Participant.

15. **APPENDIX**. Notwithstanding any provisions in this Agreement, the RSU Award shall be subject to any additional or different terms and conditions set forth in the Appendix to this Global Restricted Stock Unit Award Agreement for your country (the "***Appendix***") set forth as Exhibit A to this Global Restricted Stock Unit Award Agreement. Moreover, if you relocate to one of the countries included in the Appendix, the additional or different terms and conditions for such country will apply to you, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of this Global Restricted Stock Unit Award Agreement.

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EXHIBIT A

Unity Software Inc.

2020 Equity Incentive Plan

Appendix to Global Restricted Stock Unit Award Agreement

Terms and Conditions

This Appendix includes additional terms and conditions that govern the RSU Award granted to you under the Plan if you reside and/or work outside of the United States. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan and/or the Global Restricted Stock Unit Award Agreement to which this Appendix is attached.

If you are a citizen or resident of a country other than the one in which you are currently working and/or residing, transfer to another country after the Date of Grant, or are considered a resident of another country for local law purposes, the Company shall, in its discretion, determine the extent to which the terms and conditions contained herein shall be applicable to you.

Notifications

This Appendix also includes information regarding securities, exchange controls, tax, and certain other issues of which you should be aware with respect to your participation in the Plan. The information is provided solely for the convenience of you and is based on the securities, exchange control, tax, and other laws in effect in the respective countries as of November 2022. Such laws are often complex and change frequently. As a result, the Company strongly recommends that you not rely on the information noted herein as the only source of information relating to the consequences of your participation in the Plan because the information may be out of date by the time you vest in the RSU Award or sell any shares of Common Stock acquired at vesting of the RSU Award.

In addition, the information contained in this Appendix is general in nature and may not apply to your particular situation, and the Company is not in a position to assure you of any particular result. Accordingly, you should seek appropriate professional advice as to how the applicable laws in your country may apply to your situation.

Finally, you understand that if you are a citizen or resident of a country other than the one in which you are currently residing and/or working, transfer to another country after the Date of Grant, or are considered a resident of another country for local law purposes, the notifications contained herein may not be applicable to you in the same manner.

TERMS AND CONDITIONS APPLICABLE TO NON-U.S. PARTICIPANTS

In accepting the RSU Award, you acknowledge, understand and agree to the following:

1. **Data Privacy Information.** The Company is located at 30 3rd Street, San Francisco, CA 94103, United States, and grants Awards to employees of the Company and its Affiliates, at the Company's sole discretion. If you would like to participate in the Plan, please review the following information about the Company's data processing practices.

The following provision applies to Participants who work and/or reside outside the European Union/European Economic Area.

Data Collection and Usage. You hereby explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of your personal data as described in the Grant Notice and the Agreement by and among, as applicable, the Company, the Service Recipient and other Affiliates for the exclusive purpose of implementing, administering and managing your participation in the Plan.

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Data Processing. You understand that the Company and the Service Recipient hold certain personal information about you, including, without limitation, your name, home address, email address and telephone number, date of birth, social insurance number, passport or other identification number, salary, nationality and citizenship, job title, any shares of Common Stock or directorships held in the Company, details of all Awards or other entitlements to shares of Common Stock, granted, canceled, exercised, vested, unvested or outstanding in your favor ("***Data***"), for the purpose of implementing, administering and managing the Plan.

Stock Plan Administration, Data Transfer, Retention and Data Subject Rights. You understand that the Data will be transferred to the Charles Schwab & Co., Inc. (including its affiliated companies) ("***Schwab***"), Equity Plan Solutions ("***EPS***"), and/or such other stock plan service provider as the Company may select to assist the Company with the implementation, administration and management of the Plan. You understand that the recipients of the Data may be located in your country of work and/or residence, or elsewhere, and that any recipient's country may have different data privacy laws and protections than your country of work and/or residence. You understand that you may request a list with the names and addresses of any potential recipients of the Data by contacting your local human resources representative. You authorize the Company, Schwab, EPS and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purpose of implementing, administering and managing your participation in the Plan. You understand that Data will be held only as long as is necessary to implement, administer and manage your participation in the Plan. You understand that you may, at any time, view the Data, request additional information about the storage and processing of the Data, require any necessary amendments to the Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing your local human resources representative. Further, you understand that you are providing the consents herein on a purely voluntary basis. If you do not consent, or if you later seek to revoke your consent, your Continuous Service will not be affected; the only consequence of refusing or withdrawing your consent is that the Company would not be able to grant you the RSU Award or other equity awards or administer or maintain such awards. Therefore, you understand that refusal or withdrawal of consent may affect your ability to participate in the Plan. For more information on the consequences of your refusal to consent or withdrawal of consent, you understand that you may contact your local human resources representative.

The following provision applies to Participants who work and/or reside inside the European Union/European Economic Area (including Switzerland and the United Kingdom).

Data Collection and Usage. The Company, the Service Recipient, and other Affiliates collect, process, transfer and use personal data about you that is necessary for the purpose of implementing, administering and managing the Plan. This personal data may include your name, home address, email address and telephone number, date of birth, social insurance number, passport or other identification number, salary, nationality and citizenship, job title, any shares of Common Stock or directorships held in the Company, details of all Awards or other entitlements to shares of Common Stock, granted, canceled, exercised, vested, unvested or outstanding in your favor ("***Data***"), which the Company receives from you or the Service Recipient.

Purposes and Legal Bases of Processing. The Company processes the Data for the purpose of performing its contractual obligations under the Agreement, granting RSU Award, implementing, administering and managing your participation in the Plan. The legal basis for the processing of the Data by the Company and the third party service providers described below is the necessity of the data processing for the Company to perform its contractual obligations under the Agreement and for the Company's legitimate business interests of managing the Plan and generally administering employee equity awards.

Stock Plan Administration Service Providers. The Company transfers Data to Charles Schwab & Co., Inc. (including its affiliated companies) ("***Schwab***"), Equity Plan Solutions ("***EPS***"), independent service providers with operations, relevant to the Company, in Canada and the United States, and/or such other stock plan service provider as the Company may select to assist the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different service provider and share your Data with another service provider that serves in a similar manner. The Company's service provider may open an account for you to receive and trade shares of Common Stock. The processing of your Data will take place through both electronic and non-electronic means. You may be asked to agree on separate terms and data processing practices with Schwab, EPS, or such other stock plan service provider as may be selected by the Company, with such agreement being a condition of the ability to participate in the Plan.

International Data Transfers. You understand that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country (*e.g.*, the United States) may have different data privacy laws and protections than your country. You understand that you may request a list with the names and addresses of any then-current recipients of the Data by contacting your local human resources representative. When transferring Data to its affiliates, Schwab, EPS, or such other stock plan service provider as may be selected by the Company, the Company provides appropriate safeguards described in the Company's applicable policy on data privacy.

Data Retention. The Company will use your Data only as long as is necessary to implement, administer and manage your participation in the Plan or as required to comply with Applicable Laws, exercise or defense of legal rights, or archiving, deletion, and backup purposes. When the Company no longer needs your Data, the Company will remove it from its systems to the fullest extent reasonably practicable. The Company may keep some of your Data longer to satisfy legal or regulatory obligations and the Company's legal basis for such use would be necessary to comply with legal obligations.

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Contractual Requirement. Your provision of Data and its processing as described above is a contractual requirement and a condition to your ability to participate in the Plan. You understand that, as a consequence of your refusing to provide Data, the Company may not be able to allow you to participate in the Plan, grant RSU Awards to you or administer or maintain such RSU Awards. However, your participation in the Plan and your acceptance of the Agreement are purely voluntary. While you will not receive the RSU Award if you decide against participating in the Plan or providing Data as described above, your career and salary will not be affected in any way.

Data Subject Rights. You have a number of rights under data privacy laws in your country. Depending on where you are based, your rights may include the right to (i) request access or copies of your Data the Company processes, (ii) rectify incorrect Data and/or delete your Data, (iii) restrict processing of your Data, (iv) portability of your Data, (v) lodge complaints with the competent data protection authorities in your country and/or (vi) obtain a list with the names and addresses of any recipients of your Data. To receive clarification regarding your rights or to exercise your rights please contact the Company at Unity Software Inc., stockadmin@unity3d.com, Attn: Stock Administrator.

1. **Insider Trading Restrictions/Market Abuse Laws**. You acknowledge that, depending on your country, you may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, which may affect your ability to directly or indirectly accept, acquire, sell or attempt to sell or otherwise dispose of shares of Common Stock or rights to the shares of Common Stock, or rights linked to the value of Common Stock during such times as you are considered to have "inside information" regarding the Company (as defined by Applicable Laws). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders placed by you before possessing the inside information. Furthermore, you may be prohibited from (i) disclosing inside information to any third party, including fellow employees (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them to otherwise buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. You acknowledge that it is your responsibility to comply with any applicable restrictions, and you should speak to your personal advisor on this matter.
2. **Language**. You acknowledge that you are sufficiently proficient in English, or have consulted with an advisor who is sufficiently proficient in English, so as to allow you to understand the terms and conditions of this Agreement. Furthermore, if you have received this Agreement, or any other document related to the RSU Award and/or the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.
3. **Foreign Asset/Account Reporting Requirements**. You acknowledge that there may be certain foreign asset and/or account, exchange control and/or tax reporting requirements which may affect your ability to acquire or hold shares of Common Stock acquired under the Plan or cash received from participating in the Plan (including any proceeds arising from the sale of shares of Common Stock or the payment of any cash dividends on the Common Stock) in a bank or brokerage account outside your country. The applicable laws of your country may require that you report such accounts, assets, the balances therein, the value thereof and/or the transactions related thereto to the applicable authorities in such country. You also may be required to repatriate sale proceeds or other funds received as a result of participating in the Plan to your country through a designated bank or broker within a certain time after receipt. It is your responsibility to be compliant with such regulations and you should speak with your personal advisor on this matter.
4. **Additional Acknowledgments and Agreements.** In accepting the RSU Award, you also acknowledge, understand and agree that:
    i. the Plan is established voluntarily by the Company, it is discretionary in nature, and may be amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;
    ii. the grant of the RSU Award is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of restricted stock units, or benefits in lieu of restricted stock units, even if restricted stock units have been granted in the past;
    iii. all decisions with respect to future RSU Awards or other grants, if any, will be at the sole discretion of the Company;
    iv. the RSU Award and your participation in the Plan shall not create a right to employment or be interpreted as forming an employment or service contract with the Company, the Service Recipient, or any other Affiliate, and shall not interfere with the ability of the Company, the Service Recipient or any other Affiliate, as applicable, to terminate your employment or service relationship at any time;
    v. You are voluntarily participating in the Plan;
    vi. the RSU Award and any shares of Common Stock acquired under the Plan, and the income from and value of same, are not intended to replace any pension rights or compensation;
    vii. the RSU Award and the shares of Common Stock subject to the RSU Award, and the income from and value of same, are an extraordinary item of compensation outside the scope of your employment or service contract, if any, and are not to be considered part of your normal or expected compensation for any purpose, including but not limited to calculating severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, holiday pay, pension or retirement or welfare benefits or similar payments;

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viii. the future value of the shares of Common Stock underlying the RSU Award is unknown, indeterminable, and cannot be predicted with certainty;

ix. unless otherwise agreed with the Company, the RSU Award and the shares of Common Stock underlying the RSU Award, and the income from and value of same, are not granted as consideration for, or in connection with, service you may provide as a director of an Affiliate;

x. no claim or entitlement to compensation or damages shall arise from forfeiture of the RSU Award resulting from the termination of your Continuous Service (for any reason whatsoever, whether or not later found to be invalid or in breach of labor laws in the jurisdiction where you are employed or providing service or the terms of your employment or service agreement, if any);

xi. for purposes of the RSU Award, your Continuous Service will be considered terminated as of the date you are no longer actively providing service (regardless of the reason for such termination and whether or not later found to be invalid or in breach of Applicable Laws in the jurisdiction where you are providing service or the terms of your employment or service agreement, if any), and unless otherwise determined by the Company or provided in the Agreement, your right to vest in the RSU Award will terminate as of such date and will not be extended by any notice period (*e.g.*, your period of Continuous Service would not include any contractual notice period or any period of "garden leave" or similar period mandated under Applicable Laws in the jurisdiction where you are providing service or the terms of your employment or service agreement, if any); the Company shall have the exclusive discretion to determine when you are no longer actively providing service for purposes of the RSU Award (including whether you may still be considered to be providing service while on a leave of absence);

xii. unless otherwise provided in the Plan or by the Company in its discretion, the RSU Award and the benefits evidenced by this Agreement do not create any entitlement to have the RSU Award or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares of the Company;

xiii. the RSU Award and the shares of Common Stock subject to the RSU Award are not part of normal or expected compensation or salary for any purpose; and

xiv. neither the Company, the Service Recipient nor any Affiliate shall be liable for any foreign exchange rate fluctuation between your local currency and the United States Dollar that may affect the value of the RSU Award or of any amounts due to you pursuant to the vesting of the RSU Award or the subsequent sale of any shares of Common Stock acquired upon vesting.

AUSTRALIA

Notifications

Nature of Plan. The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies (subject to the conditions in that Act).

Securities Law Information. This RSU Award is being made under Division 1A, Part 7.12 of the Corporations Act 2001 (Cth). If you offer shares of Common Stock acquired under the Plan for sale to a person or entity resident in Australia, your offer may be subject to disclosure requirements under Australian law. You should obtain legal advice on any disclosure obligations prior to making any such offer.

Exchange Control Obligations. If you are an Australian resident, exchange control reporting is required for cash transactions exceeding AUD 10,000 and for international fund transfers. If an Australian bank is assisting with the transaction, the bank will file the report on your behalf. If there is no Australian bank involved with the transfer, you will be required to file the report.

BELGIUM

Notifications

Foreign Asset / Account Tax Reporting Information. Belgian residents are required to report any security or bank accounts (including brokerage accounts) opened and maintained outside Belgium on their annual tax return. In a separate report, they must provide the National Bank of Belgium with certain details regarding such foreign accounts (including the account number, bank name and country in which such account was opened). The forms to complete this report are available on the website of the National Bank of Belgium.

CANADA

Terms and Conditions

Settlement. The following provision supplements Section 5 of the Global Restricted Stock Unit Award Agreement:

Notwithstanding any discretion in the Plan or anything to the contrary in this Agreement, the RSU Award shall be settled only in shares of Common Stock. This provision is without prejudice to the application of Section 4 of the Global Restricted Stock Unit Award Agreement.

Termination of Service. The following provision replaces Section 5(k) of the Terms and Conditions Applicable to All Non-U.S. Participants set forth above:

For purposes of the RSU Award, your Continuous Service will be considered terminated on, and your right (if any) to earn, seek damages in lieu of, vest in or otherwise benefit from any portion of the RSU Award pursuant to the Agreement will be measured by the date that is the earliest of (i) the date of termination

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of your Continuous Service or (ii) the date you receive notice of termination from the Service Recipient, in either case regardless of any period during notice, pay in lieu of such notice or related payments or damages are provided or required to be provided under Applicable Law. For greater certainty, you will not earn or be entitled to any pro-rated vesting for the portion of time before the date on which your right to vest terminates, nor will you be entitled to any compensation for lost vesting.

Notwithstanding the foregoing, if applicable employment standards legislation explicitly requires continued entitlement to vesting during a statutory notice period, your right to vest in the RSU Award under the Plan, if any, will terminate effective as of the last day of the your minimum statutory notice period, but you will not earn or be entitled to pro-rated vesting if the vesting date falls after the end of the your statutory notice period, nor will you be entitled to any compensation for lost vesting;

The following provisions will apply if you are a resident of Quebec:

Authorization to Release and Transfer Necessary Personal Information. The following provision supplements Section 1 of the Terms and Conditions Applicable to All Non-U.S. Participants set forth above:

You hereby authorize the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. You acknowledge that your Data, including any sensitive personal information, may be transferred or disclosed outside of the province of Quebec, including to the United States. You further authorize the Company and/or any Affiliate to disclose and discuss the Plan with their advisors. You further authorize the Company and any Affiliate to record such information and to keep such information in your employee file. If applicable, you also acknowledge that the Company, the Service Recipient, and/or any Affiliate, Schwab, EPS and other service providers designated by the Company may use technology for profiling purposes and make automated decisions that may have an impact on your participation in the Plan or the administration of the Plan.

Notifications

Securities Law Information. The sale or other disposal of the Shares acquired at vesting of the RSU may not take place within Canada. You will be permitted to sell or dispose of any shares of Common Stock under the Plan only if such sale or disposal takes place outside Canada on the facilities on which such shares are traded (*i.e.*, the New York Stock Exchange).

Foreign Asset/Account Reporting Information. You are required to report any foreign specified property on form T1135 (Foreign Income Verification Statement) if the total value of the foreign specified property exceeds C$100,000 at any time in the year. Foreign specified property includes shares of Common Stock acquired under the Plan, and may include the RSU Award. The RSU Award must be reported (generally at a nil cost) if the $100,000 cost threshold is exceeded because of other foreign property you hold. If shares of Common Stock are acquired, their cost generally is the adjusted cost base ("***ACB***") of the shares of Common Stock. The ACB ordinarily would equal the fair market value of the Common Stock at the time of acquisition, but if you owns other shares of Common Stock, this ACB may have to be averaged with the ACB of the other shares of Common Stock. The form must be filed by April 30 of the following year. You should consult with your personal legal advisor to ensure compliance with applicable reporting obligations.

CHINA

Terms and Conditions

The following provisions apply to you if you are subject to exchange control restrictions imposed by the State Administration of Foreign Exchange ("***SAFE***"), as determined by the Company in its sole discretion:

Vesting of RSU Award. The following provision supplements Section 5 of the Global Restricted Stock Unit Award Agreement.

In addition to the vesting schedule set forth in the Grant Notice, the vesting of the RSU Award is conditioned on the Company's completion of a registration of the Plan with SAFE and on the continued effectiveness of such registration (the "***SAFE Registration Requirement***"). In the event that the SAFE Registration Requirement has not been met prior to any date(s) on which the RSU Award is otherwise scheduled to vest, the vesting date for any such RSU Award shall instead occur once the SAFE Registration Requirement is met, as determined by the Company in its sole discretion (the "***Actual Vesting Date***").

If or to the extent the Company is unable to complete or maintain the SAFE registration, no shares of Common Stock subject to the RSU Award for which a SAFE registration cannot be completed or maintained shall be issued.

Forced Sale of Shares. The Company has discretion to arrange for the sale of the shares of Common Stock issued upon settlement of the RSU Award, either immediately upon settlement or at any time thereafter. In any event, if your Continuous Service is terminated, you will be required to sell all shares of Common Stock acquired upon settlement of the RSU Award within such time period as required by the Company in accordance with SAFE requirements. Any shares of Common Stock remaining in your brokerage account at the end of this period shall be sold by the broker (on your behalf and you hereby authorize such sale). You agree to sign any additional agreements, forms and/or consents that reasonably may be requested by the Company (or the Company's designated broker) to effectuate the sale of shares of Common Stock (including, without limitation, as to the transfer of the sale proceeds and other exchange control matters noted below) and shall otherwise cooperate with the Company with respect to such matters. You acknowledge that neither the Company nor the designated broker is under any obligation to arrange for the sale of shares of Common Stock at any particular price (it being

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understood that the sale will occur in the market) and that broker's fees and similar expenses may be incurred in any such sale. In any event, when the shares of Common Stock are sold, the sale proceeds, less any withholding of Tax Liability, broker's fees or commissions, and any similar expenses of the sale will be remitted to you in accordance with applicable exchange control laws and regulations.

Due to fluctuations in the price of the Common Stock and/or the U.S. Dollar exchange rate between the settlement date and (if later) the date on which the shares of Common Stock are sold, the sale proceeds may be more or less than the fair market value of the shares of Common Stock on the vesting date (which is the amount relevant to determining your Tax Liability). You understand and agrees that the Company is not responsible for the amount of any loss you may incur and that the Company assumes no liability for any fluctuation in the price of Common Stock and/or U.S. Dollar exchange rate.

Shares Must Remain With Company's Designated Broker. You agree to hold any shares of Common Stock received upon settlement of the RSU Award with the Company's designated broker until the shares of Common Stock are sold. The limitation shall apply to all shares of Common Stock issued to you under the Plan, whether or not you remain in Continuous Service.

Exchange Control Obligations. You understand and agree that you will be required to immediately repatriate to China the proceeds from the sale of any shares of Common Stock acquired under the Plan and any cash dividends paid on such shares of Common Stock. You further understand that such repatriation of proceeds may need to be effected through a special bank account established by the Company (or an Affiliate), and you hereby consent and agree that any sale proceeds and cash dividends may be transferred to such special account by the Company (or an Affiliate) on your behalf prior to being delivered to you and that no interest shall be paid with respect to funds held in such account.

The proceeds may be paid to you in U.S. dollars or local currency at the Company's discretion. If the proceeds are paid to you in U.S. dollars, you understand that a U.S. dollar bank account in China must be established and maintained so that the proceeds may be deposited into such account. If the proceeds are paid to you in local currency, you acknowledge that the Company (and its Affiliates) are under no obligation to secure any particular exchange conversion rate and that the Company (and its Affiliates) may face delays in converting the proceeds to local currency due to exchange control restrictions. You agree to bear any currency fluctuation risk between the time the shares of Common Stock are sold and the net proceeds are converted into local currency and distributed to you. You further agree to comply with any other requirements that may be imposed by the Company (or its Affiliates) in the future in order to facilitate compliance with exchange control requirements in China.

COLOMBIA

Terms and Conditions

Nature of Grant. Pursuant to article 127 of the Colombian Labor Code, neither the RSU Award nor any proceeds or other funds you may receive pursuant to the RSU Award will be considered a salary payment for any legal purpose, including, but not limited to, determining vacation pay, termination indemnities, payroll taxes or social insurance contributions. In consequence, the RSU Award and any proceeds or other funds you may receive pursuant to the RSU Award will be considered as non-salary payments as per Article 128 of the Colombian Labor Code (as amended by Article 15 of Law 50 of 1990) and Article 17 of Law 344 of 1996.

Notifications

Securities Law Information. The shares of Common Stock are not and will not be registered in the Colombian registry of publicly traded securities (*Registro Nacional de Valores y Emisores*) and, therefore, the Shares may not be offered to the public in Colombia. Nothing in the Grant Notice, the Agreement, the Plan or any other document related to the RSU Award shall be construed as the making of a public offer of securities in Colombia.

Exchange Control Information. You are responsible for complying with any and all Colombian foreign exchange requirements in connection with the RSU Award, any shares of Common Stock acquired and funds remitted into Colombia in connection with the Plan.This may include, among others, reporting obligations to the Central Bank (*Banco de la República*)and, in certain circumstances, repatriation requirements.You are responsible for ensuring your compliance with any applicable requirements and should speak to your personal legal advisor on this matter.

Foreign Asset / Account Tax Reporting Information. You must file an annual return providing details of assets held abroad to the Colombian Tax Office (*Dirección de Impuestos y Aduanas Nacionales*). If the individual value of these assets exceeds a certain threshold (currently 2,000 UVT), you must identify and characterize each asset, specify the jurisdiction in which it is located, and provide its value.

You should consult with your personal legal advisor to ensure compliance with the applicable requirements.

CZECH REPUBLIC

Notifications

Exchange Control Information. Czech residents may be required to fulfill certain notification duties in relation to the RSU Award and the opening and maintenance of a foreign account. Such notification will be required if the aggregate value of your foreign direct investments is CZK 2,500,000 or more, you have CZK 200,000,000 or more in foreign financial assets, or you are specifically requested to do so by the Czech National Bank. However, because exchange control regulations may change without notice, you should consult your personal legal advisor prior to the settlement of the RSU Award to ensure compliance with current regulations. It is your responsibility to comply with applicable Czech exchange control laws.

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DENMARK

Terms and Conditions

Stock Option Act Notification. You acknowledge you have been provided with an Employer statement translated into Danish, which is being provided to comply with the Danish Stock Option Act. The Employer statement is attached hereto as Exhibit B.

Notifications

Foreign Asset / Account Tax Reporting Information. If you establish an account holding shares of Common Stock or cash outside Denmark, you must report the account to the Danish Tax Administration. The form which should be used in this respect can be obtained from a local bank.

FINLAND

There are no country-specific terms.

FRANCE

Terms and Conditions

Type of RSU Award. The RSU Award is not intended to qualify for specific tax or social security treatment in France.

Language Consent. By accepting the RSU Award, you confirm having read and understood the documents relating to this grant (the Plan and the Agreement), which were provided in English language. You accept the terms of those documents accordingly.

En acceptant l'attribution, vous confirmez ainsi avoir lu et compris les documents relatifs à cette attribution (le Plan et ce Contrat) qui ont été communiqués en langue anglaise. Vous acceptez les termes en connaissance de cause.

Notifications

Foreign Asset/Account Tax Reporting Notification. French residents holding cash or securities (including shares of Common Stock acquired under the Plan) outside France must declare such accounts to the French Tax Authorities when filing their annual tax returns.

GERMANY

Notifications

Exchange Control Notification. Cross-border payments in excess of €12,500 (including transactions made in connection with the sale of securities) must be reported monthly to the German Federal Bank (*Bundesbank*) using the "General Statistics Reporting Portal" ("*Allgemeines Meldeportal Statistik*") available via Bundesbank's website (www.bundesbank.de). In addition, you may be required to report the acquisition and/or sale of shares of Common Stock to the Bundesbank if the value of the shares of Common Stock acquired or sold exceeds €12,500. You should consult your personal legal advisor to ensure compliance with applicable reporting requirements.

Foreign Asset/Account Reporting Notification. If your acquisition of shares of Common Stock under the Plan leads to a "qualified participation" at any point during the calendar year, you will need to report the acquisition when you file your tax return for the relevant year.A qualified participation is attained if (i) the value of the shares of Common Stock acquired exceeds EUR 150,000 or (ii) in the unlikely event you hold shares of Common Stock exceeding 10% of the total Common Stock. However, if the shares of Common Stock are listed on a recognized U.S. stock exchange and you own less than 1% of the Company, this requirement will not apply to you.

HONG KONG

Terms and Conditions

Form of Settlement. Notwithstanding any discretion contained in the Plan, the grant of the RSU Award does not provide any right for you to receive a cash payment. The RSUs are payable in shares of Common Stock only.

Sale of Shares. In the event the RSU Award vests within six months of the Date of Grant, you agree that you will not dispose of the shares of Common Stock acquired prior to the six-month anniversary of the Date of Grant.

Notifications

Securities Law Information.***WARNING:***The contents of this document have not been reviewed by any regulatory authority in Hong Kong. You should exercise caution in relation to the offer. If you are in any doubt about any of the contents of this document, you should obtain independent professional advice.

INDIA

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Exchange Control Information. You must repatriate any funds recognized in connection with the RSU Award to India within certain prescribed time periods (*e.g.*, proceeds from the sale of shares of Common Stock must be repatriated within 180 days of receipt or within such other period of time as may be required under applicable regulations). You should obtain a foreign inward remittance certificate ("***FIRC***") from the bank where you deposit the foreign currency and maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India, the Company, or the Service Recipient requests proof of repatriation.

Foreign Asset/Account Reporting Information. Indian residents are required to declare any foreign bank accounts and any foreign financial assets (including shares of Common Stock held outside India) in their annual tax return.

IRELAND

Notifications

Director Notification Obligation. Directors, shadow directors or secretaries of an Irish Affiliate must notify the Irish Affiliate in writing within five business days of receiving or disposing of an interest in the Company (*e.g.*, RSU Awards granted under the Plan, shares of Common Stock, etc.), or within five business days of becoming aware of the event giving rise to the notification requirement or within five business days of becoming a director or secretary if such an interest exists at the time, but only to the extent such individuals own 1% or more of the total Common Stock. If applicable, this notification requirement also applies with respect to the interests of the spouse or children under the age of 18 of the director, shadow director or secretary (whose interests will be attributed to the director, shadow director or secretary).

ISRAEL

Terms and Conditions

The following provisions apply if you were an Israeli tax resident when the RSU Award was granted:

Trust Arrangement. You understand and agree that the RSU Award granted under the Agreement is subject to and in accordance with the terms and conditions of the Plan, the Israeli Subplan (the "***Sub-Plan***"), the Agreement, the Trust Agreement (the "***Trust Agreement***"), between the Company and the Company's trustee, IBI Capital Trust Ltd. (the "***Trustee***") or any successor trustee, appointed by the Company or an Affiliate. In the event of any inconsistencies between the Sub-Plan, the Agreement and/or the Plan, the Sub-Plan will govern.

Type of Grant. The RSU Award is intended to qualify for favorable tax treatment in Israel as a "Trustee 102 Award" (as defined in the Sub-Plan) subject to the terms and conditions of Section 102(b)(2) of the Income Tax Ordinance (New Version) – 1961 ("***Section 102***") and the rules promulgated thereunder. Notwithstanding the foregoing, by accepting the RSU Award, you acknowledge that the Company cannot guarantee or represent that the favorable tax treatment under the 102 Capital Gains Track will apply to the RSU Award.

By accepting the RSU Award, you: (a) acknowledge receipt of and represent that you have read and are familiar with the terms and provisions of Section 102, the Plan, the Sub-Plan, and the Agreement; (b) accept the RSU Award subject to all of the terms and conditions of the Agreement, the Plan, the Sub-Plan and Section 102 and the rules promulgated thereunder; and (c) agree that the RSU Award and/or any shares of Common Stock issued in connection therewith, will be registered for your benefit in the name of the Trustee as required to qualify under Section 102.

You hereby undertake to release the Trustee from any liability in respect of any action or decision duly taken and *bona fide* executed in relation to the Plan, or any RSU Award or shares of Common Stock granted thereunder. You agree to execute any and all documents which the Company or the Trustee may reasonably determine to be necessary in order to comply with Section 102 and the Income Tax Ordinance (New Version) – 1961 ("ITO").

Electronic Delivery. To the extent required pursuant to Israeli tax law and/or by the Trustee, you consent and agree to deliver hard-copy written notices and/or actual copies of any notices or confirmations provided by you related to your participation in the Plan. If you reside in Israel and have not already signed an Israeli consent in connection with grants made under the Plan, then you must print, sign and deliver the signed copy of the Israeli consent provided by the Company 60 days to the Company c/o Unity Equity Operations. If the Company or its Affiliate in Israel do not receive the signed Israeli consent within 60 days, the Company may cancel the RSU Award in which case, the RSU Award will become null and void.

The following provisions apply if you were not an Israeli tax resident when the RSU Award was granted or if the RSU Award does not qualify as a 102 Capital Gains Track Grant:

Immediate Sale Restriction. Notwithstanding anything to the contrary in the Plan or the Agreement, you may be required to immediately sell all shares of Common Stock acquired upon vesting and settlement of the RSU Award. Pursuant to this requirement, you authorize the Company to instruct its designated broker to assist with the mandatory sale of the shares of Common Stock (on your behalf pursuant to this authorization without further consent) and you expressly authorize such broker to complete the sale of such shares of Common Stock. You acknowledge that the Company's designated broker is under no obligation to arrange for the sale of the shares of Common Stock at any particular price. Upon the sale of the shares of Common Stock, the Company agrees to pay to you, the cash proceeds from the sale, less any brokerage fees or commissions and any Tax Liability.

JAPAN

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Notifications

Foreign Asset / Account Reporting Information. You will be required to report details of any assets held outside Japan as of December 31st to the extent such assets have a total net fair market value exceeding ¥50,000,000. Such report will be due by March 15th each year. *You should consult with your personal tax advisor as to whether the reporting obligation applies to you and whether the requirement extends to any outstanding RSU Awards, shares of Common Stock and/or cash acquired under the Plan.*

LITHUANIA

Terms and Conditions

LanguageConsent. By accepting the RSU Award, you unambiguously and irrevocably confirm having read and understood the documents relating to the RSU Award (the Plan and the Agreement), which were prepared and provided in English language. You confirm and declare fully and wholly accept the terms of those documents accordingly.

Priimdamas RSU Award, Dalyvis nedviprasmiškai ir neatšaukiamai patvirtina, jog, perskaitė ir suprato dokumentus susijusius su RSU teise (Planą ir Sutartį), kurie yra parengti ir pateikti anglų kalba. Atitinkamai, Dalyvis patvirtina ir pareiškia, jog pilvai ir visiškai sutinka su šiuose dokumentuose išdėstytomis sąlygomis.

Notifications

Foreign Asset / Account Reporting Information. You may be required to file an Annual Asset Return of the Individual (Family) in Form No. FR0001 with respect to assets held outside of Lithuania (*i.e.*, shares of Common Stock) and a foreign account report. You should consult with your personal tax advisor regarding your reporting obligations.

Tax Reporting Requirements. You must file an annual tax return providing details of income received from abroad (including income in kind – the shares of Common Stock once they are obtained under the title of ownership) to the State Tax Inspectorate of the Republic of Lithuania.

NETHERLANDS

There are no country-specific terms.

NEW ZEALAND

Notifications

Securities Law Information.*WARNING:* This is an offer of Restricted Stock Units. You understand that shares of Common Stock give you a stake in the ownership of the Company. You may receive a return if dividends are paid. The shares of Common Stock are quoted on the New York Stock Exchange ("***NYSE***"). This means you may be able to sell them on the NYSE if there are interested buyers. You may get less than you invested. The price will depend on the demand for the shares of Common Stock.

If the Company runs into financial difficulties and is wound up, you will be paid, if at all, only after all creditors have been paid. You may lose some or all of your investment.

New Zealand law normally requires people who offer financial products to give information to investors before they invest. This information is designed to help investors make an informed decision. The usual rules do not apply to this offer because it is made under an employee share scheme. As a result, you may not be given all the information usually required. You will also have fewer other legal protections for this investment.

For information on risk factors impacting the Company's business that may affect the value of the shares of Common Stock, you should refer to the risk factors discussion in the Company's Annual Report on Form 10-K and Quarterly Reports on Form 10-Q, which are filed with the U.S. Securities and Exchange Commission and are available online at www.sec.gov, as well as on the Company's "Investor Relations" website at http://investors.unity.com.

You should ask questions, read all documents carefully, and seek independent financial advice before committing yourself.

PORTUGAL

Terms and Conditions

Language Consent. You expressly declare that you have full knowledge of the English language and have read, understood and fully accept and agree with the terms and conditions established in the Plan and the Agreement.

***Conhecimento da Lingua**. Pelo presente instrumento, você declara expressamente que tem pleno conhecimento da língua Inglesa e que leu, compreendeu e livremente aceitou e concordou dos termos e condições estabelecidas no Plano e no Acordo de Inscrição.*

Notifications

Exchange Control Information. If you receive shares of Common Stock under the Plan, the acquisition of the shares should be reported to the Banco de Portugal for statistical purposes. If the shares of Common Stock are deposited with a commercial bank or financial intermediary in Portugal, such bank or

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financial intermediary will submit the report on your behalf. If the shares of Common Stock are not deposited with a commercial bank or financial intermediary in Portugal, you are responsible for submitting the report to the Banco de Portugal.

SINGAPORE

Terms and Conditions

Restriction on Sale of Shares. The RSU Award is subject to section 257 of the Securities and Futures Act (Chapter 289, 2006 Ed.) ("***SFA***") and you will not be able to make any subsequent offer to sell or sale of the shares of Common Stock in Singapore, unless such offer or sale is made (1) after six (6) months from the Date of Grant or (2) pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than section 280) of the SFA or (3) pursuant to, and in accordance with, the conditions of, any other applicable provisions of the SFA.

Notifications

Securities Law Notice. The offer of the Plan, the grant of the RSU Award, and the value of the underlying shares of Common Stock at vesting are being made pursuant to the "Qualifying Person" exemption under section 273(1)(f) of the SFA. The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore.

Director Notification. You understand and acknowledge that if you are a director, associate director or shadow director of a Singapore Affiliate, you are subject to certain notification requirements under the Singapore Companies Act, regardless of whether you are a Singapore resident or employed in Singapore. Among these requirements is an obligation to notify the Singapore Affiliate in writing when you receive an interest (*e.g.*, an RSU Award or shares of Common Stock) in the Company. In addition, you must notify the Singapore Affiliate when you sell shares of Common Stock (including when you sell shares of Common Stock acquired under the Plan). These notifications must be made within two days of acquiring or disposing of any interest in the Company. In addition, a notification must be made of your interests in the Company within two days of becoming a director, associate director or shadow director.

SOUTH KOREA

Notifications

Foreign Asset / Account Tax Reporting Information. Korean residents must declare all foreign financial accounts (*e.g.*, non-Korean bank accounts, brokerage accounts) to the Korean tax authority and file a report with respect to such accounts if the value of such accounts exceeds KRW 500,000,000(or an equivalent amount in foreign currency). *You should consult with your personal tax advisor to ensure compliance with the applicable requirements.*

SPAIN

Terms and Conditions

Nature of Grant. The following provision supplements Section 5 of the Terms and Conditions Applicable to All Non-U.S. Participants set forth above:

In accepting the RSU Award, you acknowledge that you consent to participation in the Plan and have received a copy of the Plan.

You understand that the Company has unilaterally, gratuitously, and in its sole discretion decided to grant RSU Awards under the Plan to Employees, Consultants, and Directors throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not economically or otherwise bind the Company on an ongoing basis. Consequently, you understand that the RSU Award is granted on the assumption and condition that the RSU Award and any shares of Common Stock acquired under the Plan are not part of any employment or service contract (either with the Company, the Service Recipient or any other Affiliate) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation), or any other right whatsoever. In addition, you understand that this grant would not be made but for the assumptions and conditions referred to above; thus, you acknowledge and freely accept that, should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then any grant of or right to the RSU Award shall be null and void.

You understand and agree that, as a condition of the grant of the RSU Award, the termination of your Continuous Service for any reason (including the reasons listed below) will automatically result in the loss of your right to vest in the RSU Award, unless otherwise provided in the Agreement. In particular, unless otherwise provided in the Agreement, you understand and agree that any RSU Award which has not vested as of the date you are no longer actively providing service will be forfeited without entitlement to the underlying shares of Common Stock or to any amount of indemnification in the event of a termination of your Continuous Service by reason of, but not limited to, resignation, retirement, disciplinary dismissal adjudged to be with cause, disciplinary dismissal adjudged or recognized to be without good cause (*i.e., subject to a* "*despido improcedente*"), individual or collective dismissal on objective grounds, whether adjudged or recognized to be with or without cause, material modification of the terms of employment under Article 41 of the Workers' Statute, relocation under Article 40 of the Workers' Statute, Article 50 of the Workers' Statute, unilateral withdrawal by the Service Recipient and under Article 10.3 of the Royal Decree 1382/1985. You acknowledge that you have read and specifically accept the conditions referred to in the Global Restricted Stock Unit Award Agreement as well as Section 5 of the Terms and Conditions Applicable to All Non-U.S. Participants (as supplemented by this provision).

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Securities Law Information. No "offer of securities to the public," within the meaning of Spanish law, has taken place or will take place in the Spanish territory in connection with the RSU Award. The Plan, the Agreement and any other documents evidencing the grant of the RSU Award have not been, nor will they be, registered with the *Comisión Nacional del Mercado de Valores* (the Spanish securities regulator), and none of those documents constitutes a public offering prospectus.

Exchange Control Information. You may be required to declare electronically to the Bank of Spain any foreign accounts (including brokerage accounts held abroad), any foreign instruments (including any shares of Common Stock acquired under the Plan) and any transactions with non-Spanish residents (including any payments of shares of Common Stock made to you by the Company) if the balances in such accounts and the value of such instruments as of December 31, or the volume of the transactions with non-Spanish residents during the prior or current year, exceed €1,000,000.

Foreign Asset/Account Reporting Information. You are required to report rights or assets deposited or held outside of Spain (including shares of Common Stock acquired under the Plan or cash proceeds from the sale of such shares of Common Stock) as of December 31 of each year, if the value of such rights or assets exceeds €50,000 per type of right or asset.After such rights and/or assets are initially reported, the reporting obligation will apply for subsequent years only if the value of any previously-reported rights or assets increases by more than €20,000 or if the ownership of the assets is transferred or relinquished during the year. The reporting requirement must be completed by the following March 31.

The exchange control and foreign asset / account reporting requirements in Spain are complex. *You should consult your personal legal and tax advisors to ensure compliance with the applicable requirements.*

SWEDEN

Terms and Conditions

Authorization to Withhold. The following provision supplements Section 4 of the Global Restricted Stock Unit Award Agreement:

Without limiting the Company's or the Service Recipient's authority to satisfy their withholding obligations for any Tax Liability as set forth in Section 4 of the Global Restricted Stock Unit Award Agreement, in accepting the RSU Award, you authorize the Company and/or the Service Recipient to withhold or sell shares of Common Stock otherwise deliverable to you upon exercise to satisfy any Tax Liability, regardless of whether the Company or the Service Recipient has a withholding obligation on any such Tax Liability.

SWITZERLAND

Notifications

Securities Law Information. Neither this document nor any other materials relating to the Plan (i) constitutes a prospectus according to articles 35 et seq. of the Swiss Federal Act on Financial Services ("FinSA"); (ii) may be publicly distributed or otherwise made publicly available in Switzerland to any person other than an Employee; or (iii) has been or will be filed with, approved or supervised by any Swiss reviewing body according to article 51 FinSA or any Swiss regulatory authority, including the Swiss Financial Market Supervisory Authority.

TAIWAN

Terms and Conditions

Securities Law Information. The offer of participation in the Plan is available only for Employees and Consultants. The offer of participation in the Plan is not a public offer of securities by a Taiwanese company.

Data Privacy. The following provision supplements Section 1 of the Terms and Conditions Applicable to All Non-U.S. Participants set forth above:

You hereby acknowledge having read and understood Section 1 of the Terms and Conditions Applicable to All Non-U.S. Participants set forth above and, by participating in the Plan, agree to such terms. In this regard, upon request of the Company or an Affiliate, you agree to provide any executed data privacy consent form (or any other agreements or consents that may be required by the Company or an Affiliate) that the Company and/or an Affiliate may deem necessary under applicable data privacy laws, either now or in the future. You understand that you will not be able to participate in the Plan if you fail to execute any such consent or agreement.

Notifications

Exchange Control Information. Taiwanese residents may acquire and remit foreign currency (including proceeds from the sale of shares of Common Stock) into Taiwan up to US $5,000,000 per year. You understand that if you are a Taiwanese resident, and the transaction amount exceeds TWD 500,000 in a single transaction, you may need to submit a foreign exchange transaction form and provide supporting documentation to the satisfaction of the remitting bank.

UNITED ARAB EMIRATES

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Securities Law Information. Participation in the Plan is being offered only to eligible Employees, Consultants, and Directors and is in the nature of providing equity incentives. Any documents related to participation in the Plan, including the Plan, the Agreement and any other grant documents ("***RSU Documents***"), are intended for distribution only to such eligible Employees, Consultants, and Directors and must not be delivered to, or relied on by, any other person.

The United Arab Emirates securities or financial/economic authorities have no responsibility for reviewing or verifying any RSU Documents and have not approved the RSU Documents nor taken steps to verify the information set out in them, and thus, are not responsible for their content. You should conduct your own due diligence on the securities offered. You acknowledge that if you do not understand the contents of the RSU Documents, you should consult an authorized financial advisor.

UNITED KINGDOM

Terms and Conditions

Tax Responsibility and Satisfaction. The following provision supplements Section 4 of the Global Restricted Stock Unit Award Agreement:

Income tax and national insurance contributions may arise on vesting of (or any other dealing in) the RSU Award, and you agree to meet any such Tax Liability, including employee's primary Class 1 and Service Recipient's secondary Class 1 national insurance contributions ("***NICs***") arising on vesting of the RSU Award for which the Service Recipient is required to account to HM Revenue and Customs ("***HMRC***"). It is a condition of accepting the RSU Award that, if required by the Company or any Affiliate, you enter into such arrangements as the Company or any Affiliate may require for satisfaction of those Tax Liabilities. You acknowledge that you may be required, prior to vesting of the RSU Award, to enter into a joint election whereby the Service Recipient's liability for national insurance contributions is transferred to you on terms set out in the election and approved by HMRC.

Without limitation to Section 4 of the Global Restricted Stock Unit Award Agreement, you agree that you are responsible for all Tax Liability and hereby covenant to pay all such Tax Liability, as and when requested by the Company or an Affiliate or by HMRC (or any other tax authority or any other relevant authority). You also agree to indemnify and keep indemnified the Company and its Affiliates against any Tax Liability they are required to pay or withhold or have paid or will pay to HMRC (or any other tax authority or any other relevant authority) on your behalf.

Notwithstanding the foregoing, if you are a director or executive officer (within the meaning of Section 13(k) of the Exchange Act), you understand that you may not be able to indemnify the Company for the amount of any withholding obligation for Tax Liability not collected from or paid by you, in case the indemnification could be considered to be a loan. In this case, the Tax Liability not collected or paid within 90 days of the end of the U.K. tax year in which the taxable event occurs may constitute a benefit to you on which additional income tax and NICs may be payable. You understand that you will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying to the Company and/or an Affiliate (as appropriate) the amount of any employee NICs due on this additional benefit, which may also be obtained from you by any of the means referred to in Section 4 of the Global Restricted Stock Unit Award Agreement. provides:

Participant:

Date: SECTION 1542 [CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE.] A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

EXHIBIT B

Unity Software Inc.

2020 Equity Incentive Plan

Denmark - Employer Statement

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AFTALE OM TILDELING AF RESTRICTED STOCK UNITS (RSU'ER), HERUNDER ERKLÆRING I HENHOLD TIL AKTIEOPTIONSLOVEN

Unity Technologies ApS
Loevstraede 5,
DK-1152 København K
Danmark
(det "Danske Selskab")

Og

den i Tildelingsmeddelelsen anførte Deltager
("Medarbejderen")

og

Unity Software Inc.
30 3rd Street
San Francisco, Californien 94103
USA
("Selskabet")

har indgået denne aftale (den "Danske Aftale") vedrørende de betingede aktieenheder restricted stock units ("RSU'er"), som Selskabet har tildelt Medarbejderen. Den Danske Aftale udgør endvidere en erklæring til Medarbejderen i henhold til § 3, stk. 1, i lov om brug af køberet eller tegningsret til aktier m.v. i ansættelsesforhold ("Aktieoptionsloven").

I tilfælde af uoverensstemmelser mellem den Danske Aftale og Medarbejderens ansættelsesaftale med det Danske Selskab har den Danske Aftale forrang.

Selskabet har vedtaget et RSU-program, der omfatter medarbejdere i Selskabet og dettes tilknyttede virksomheder, herunder det Danske Selskabs medarbejdere. Vilkårene for RSU-programmet, der også omfatter de RSU'er, der tildeles i medfør af den Danske Aftale, fremgår af "Unity Software Inc. 2020 Equity Incentive Plan" ("Planen") og "Unity Software Inc. Global Restricted Stock Unit Award Agreement and RSU Award Grant Notice ("RSU-Aftalen") (Planen og RSU-Aftalen benævnes herefter samlet "RSU-Programmet"). Denne Danske Aftale er betinget af Medarbejderens samtidige indgåelse af RSU-Aftalen.

Vilkårene i RSU-Programmet finder anvendelse på Medarbejderens RSU'er, medmindre denne Danske Aftale fastsætter vilkår, der fraviger vilkårene i RSU-Programmet. I sådanne tilfælde har vilkårene i denne Danske Aftale forrang.

Definitioner anvendt i denne Danske Aftale vil have samme betydning som i RSU-Programmet, medmindre andet følger af denne Danske Aftale.

AGREEMENT CONCERNING GRANTING OF RESTRICTED STOCK UNITS, INCLUDING STATEMENT PURSUANT TO THE DANISH STOCK OPTION ACT

Unity Technologies ApS
Loevstraede 5,
DK-1152 Copenhagen K
Denmark
(the "Danish Company")

and

the Participant named in the Grant Notice (the "Employee")

and

Unity Software Inc.
30 3rd Street
San Francisco, California 94103
USA
(the "Company")

have entered into this agreement (the "Danish Agreement") concerning the restricted stock units (the "RSUs") granted by the Company to the Employee. The Danish Agreement also constitutes a statement to the Employee pursuant to section 3 (1) of the Danish Act on the exercise of stock acquisition rights or stock subscription rights in employment relationships, etc. (the "Stock Option Act").

In the event of any discrepancies between the Danish Agreement and the Employee's contract of employment with the Danish Company, this Danish Agreement shall prevail.

The Company has adopted an RSU program covering the employees of the Company and its affiliates, including the employees of the Danish Company. The terms of the RSU program, which also include the RSUs granted under the Danish Agreement, appear in the Unity Software Inc. 2020 Equity Incentive Plan (the "Plan") and the Unity Software Inc. Global Restricted Stock Unit Award Agreement and RSU Award Grant Notice (the "RSU Agreement"), (the Plan and RSU Agreement are hereinafter referred to as the "RSU Program"). This Danish Agreement is contingent on the Employee's concurrent execution of the RSU Agreement.

The terms of the RSU Program apply to the Employee's RSUs, unless this Danish Agreement stipulates terms that deviate from the terms of the RSU Program. In such situations, the terms of this Danish Agreement shall prevail.

The definitions in this Danish Agreement shall have the same meaning as the definitions of the RSU Program, unless otherwise provided by this Danish Agreement.

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1	RSU'ER OF VEDERLAG	1	RSUS AND CONSIDERATION
1.1	Medarbejderen bliver løbende efter Selskabets Bestyrelses ("Bestyrelsen") skøn tildelt RSU'er, der giver Medarbejderen ret til at erhverve ordinære aktier ("Aktier") i Selskabet. RSU'erne tildeles vederlagsfrit.	1.1	The Employee is granted RSUs on a current basis at the discretion of the Company's Board of Directors (the "Board"), entitling the Employee to acquire shares of Common Stock ("Shares") in the Company. The RSUs are granted free of charge
1.2	Udstedelsen af Aktier finder sted som beskrevet i pkt. 5 i RSU-Aftalen. Der betales ingen udnyttelseskurs i forbindelse med RSU'ernes modning.	1.2	The issuance of Shares will take place as described in section 5 of the RSU Agreement. No exercise price is payable upon the vesting of the RSUs.
2	KRITERIER ELLER BETINGELSER FOR TILDELINGEN	2	CRITERIA OR CONDITIONS FOR THE GRANT
2.1	Medarbejdere, konsulenter og bestyrelsesmedlemmer i Selskabet eller et tilknyttet selskab, der er udpeget af Lønudvalget på datoen for tildelingens ikrafttræden, er berettigede til at deltage	2.1	Employees, consultants and directors of the Company or an affiliate of the Company designated by the Committee on the effective date of the grant may be eligible to participate.

3	ØVRIGE VILKÅR	3	OTHER TERMS AND CONDITIONS
3.1	RSU'erne tildeles i overensstemmelse med RSU-Programmet.	3.1	The RSUs are granted under the RSU Program.
3.2	Optionerne tildeles efter Lønudvalgets skøn i Aktieprogrammets løbetid.	3.2	The RSUs are granted at the discretion of the Committee during the term of the RSU Program.
3.3	RSU'erne modnes i henhold til den i Tildelingsmeddelelsen anførte modningsplan.	3.3	The RSUs vest according to the vesting schedule set forth in the Grant Notice.
3.4	Modningen af RSU'er er betinget af, at Medarbejderen er ansat i det Danske Selskab eller en anden med Selskabet koncernforbundet enhed, og ingen RSU'er vil blive tildelt eller modnes efter ansættelsesforholdets ophør, uanset årsagen hertil, jf. dog pkt. 4 nedenfor. Modningen af RSU'er påvirkes ikke af lovreguleret orlov.	3.4	The vesting of RSUs is conditional on the Employee being employed with the Danish Company or another entity in the Company group and no RSUs are granted or shall vest after the termination of such employment, regardless of the reason for such termination, cf. however Section 4 below. The vesting of RSUs is not influenced by statutory leave.
4	FRATRÆDEN	4	TERMINATION
4.1	Som anført i Tildelingsmeddelelsen ophører modning af RSU'erne i tilfælde af ophør af Medarbejderens Fortsatte Ansættelse, undtagen hvor ophøret af Fortsat Ansættelse skyldes Medarbejderens død.	4.1	As set forth in the Grant Notice, except the case of termination due to death, vesting of the RSUs shall terminate upon the Employee's termination of Continuous Service.
5	*JUSTERING* AF RSU'ERNE	5	*ADJUSTMENT OF THE RSUS*
5.1	Justering i forbindelse med kapitalændringer	5.1	Adjustment in connection with capital changes

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5.2	Som yderligere beskrevet i RSU-Programmet gælder det, at hvis antallet af udestående Aktier ændres i forbindelse med en ændring i Selskabets kapitalstruktur uden vederlag såsom aktieudbytte, rekapitalisering, aktiesplit, omvendt aktie-split, opdeling eller omklassificering, kan der foretages justeringer, der kan påvirke RSU-Programmet, herunder justering af antallet og klasserne af Aktier, der kan leveres i henhold til Programmet, og af antallet af Aktier for hver endnu ikke modnet RSU i henhold til RSU-Programmet.	5.2	As further set out in the RSU Program, if the number of outstanding Shares is changed by a modification in the capital structure of the Company without consideration such as a stock dividend, recapitalization, stock split, reverse stock split, subdivision or reclassification then adjustments may be made that may impact the RSU Program including adjusting of the number and class of Shares that may be delivered under the Program, the number of Shares covered by each RSU under the RSU Program which has not yet vested.
5.3	*Andre ændringer*	5.3	*Other changes*
5.4	Såfremt der sker et kontrolskifte i Moderselskabet, kan der foretages justeringer i RSU-Programmet som nærmere beskrevet deri.	5.4	If there is a change in control of the Parent Company adjustments may be made to the RSU Program as further set out therein.
5.5	*Lønudvalgets regulering af Optioner*	5.5	*Committee's regulation of Options*
5.6	Lønudvalgets bemyndigelse til at regulere RSU'erne i de i dette pkt. 5 omhandlede situationer er underlagt pkt. 6 i Planen og pkt. 7 i RSU-Aftalen.	5.6	The Committee's authority to regulate of the RSUs in the situations comprised by this section 5 shall be governed by section 6 of the Plan and section 7 of the RSU Agreement.
6	ØKONOMISKE ASPEKTER VED DELTAGELSE I ORDNINGEN	6	THE FINANCIAL ASPECTS OF PARTICIPATING IN THE SCHEME
6.1	RSU'erne er risikobetonede værdipapirer, der påvirkes af aktiemarkedet og Selskabets resultater. Som følge heraf er der ingen garanti for, at modningen af RSU'erne udløser en fortjeneste. RSU'erne indgår ikke i beregningen af feriepenge, fratrædelsesgodtgørelse, lovpligtig godtgørelse eller kompensation, pension og lignende	6.1	The RSUs are risky securities influenced by the capital market and the Company's results. Consequently, there is no guarantee that the vesting of the RSUs will trigger a profit. The RSUs are not to be included in the calculation of holiday allowance, severance pay, statutory allowance and compensation, pension and similar payments.
7	SKATTEMÆSSIGE FORHOLD	7	TAX MATTERS
7.1	De skattemæssige konsekvenser for Medarbejderen som følge af tildelingen af RSU'erne og modningen af disse er det Danske Selskab og Selskabet uvedkommende. Det Danske Selskab opfordrer Medarbejderen til at indhente individuel rådgivning om den skattemæssige behandling af tildelingen og modningen af RSU'erne.	7.1	Any tax consequences for the Employee arising out of the RSUs and the vesting thereof are of no concern to the Danish Company or the Company. The Danish Company encourages the Employee to obtain individual tax advice in relation to the effect of grant and vesting of the RSUs.
8	OVERDRAGELSE PANTSÆTNING AF RSU'ER MV.	8	TRANSFER AND PLEDGING OF RSUS, ETC.
8.1	RSU'erne er personlige og kan hverken sælges, bortgives, pantsættes eller på anden måde overdrages til tredjemand, hverken frivilligt eller ved udlæg.	8.1	The RSUs are personal instruments that cannot be sold, given away, pledged or otherwise transferred to a third party, whether voluntarily or by execution.
8.2	Udover at udgøre en erklæring i overensstemmelse med Aktieoptionsloven § 3, stk. 1, udgør denne Danske Aftale også en integreret del af Medarbejderens ansættelsesaftale med det Danske Selskab og er undergivet dansk lovgivning.	8.2	In addition to constituting a statement in accordance with section 3 (1) of the Danish Stock Option Act, this Danish Agreement constitutes an integral part of the Employee's contract of employment with the Danish Company and is subject to Danish law.

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2020 Equity Incentive Plan

RSU Award Grant Notice For Non-Employee Directors

Unity Software Inc. (the ***"Company"***) has awarded Section 10 is amended as follows: Delete the reference to you (the "***Participant***") the number of restricted stock units specified and on the terms set forth below (the ***"RSU Award"***). Your RSU Award is subject to all of the terms and conditions as set forth herein and non-solicitation in the Company's 2020 Equity Incentive Plan (the ***"Plan"***) title and delete the Global Restricted Stock Unit Award Agreement, including any country-specific appendices thereto (the "***Appendix***"), which are attached hereto and incorporated herein in their entirety. Capitalized terms not explicitly defined herein but defined in the Plan or the Global Restricted Stock Unit Award Agreement shall have the meanings set forth in the Plan or the Agreement.

Participant:	
Date of Grant:	
Estimated Vest Date:	
Number of Restricted Stock Units:	

Vesting Schedule: This Award fully vests on the earlier of (1) the first anniversary of the grant date or (2) the date of the Company's next Annual Meeting of Stockholders following the grant date, subject to the Participant's Continuous Service through the vesting date.

Notwithstanding the foregoing, except as set forth below, vesting shall terminate upon the Participant's termination of Continuous Service.

Issuance Schedule: One share of Common Stock shall be issued for each restricted stock unit which vests at the time set forth in Section 5 of the Global Restricted Stock Unit Award Agreement.

Participant Acknowledgements: By your signature below or by electronic acceptance or authentication in a form authorized by the Company, you understand and agree that:

- The RSU Award is governed by this RSU Award Grant Notice (the "***Grant Notice***"), and the provisions of the Plan and the Global Restricted Stock Unit Award Agreement (including the Appendix), all of which are made a part of this document. This Grant Notice, the Global Restricted Stock Unit Award Agreement and the Appendix (collectively, the "***Agreement***") may not be modified, amended or revised except in a writing signed by you and a duly authorized officer of the Company, unless otherwise provided in the Plan.
- You have read and are familiar with the provisions of the Plan, the Agreement and the Prospectus. In the event of any conflict between the provisions in this Agreement (including the Grant Notice, the Global Restricted Stock Unit Award Agreement and the Appendix) or the Prospectus and the terms of the Plan, the terms of the Plan shall control.
- The Agreement sets forth the entire understanding between you and the Company regarding the acquisition of Common Stock and supersedes all prior oral and written agreements, promises and/or representations on that subject with the exception of: (i) other equity awards previously granted to you, and (ii) any written employment agreement, offer letter, severance agreement, written severance plan or policy, or other written agreement between the Company and you in each case that specifies the terms that should govern this RSU Award.
- You consent to receive the Agreement, the Plan, the Prospectus and any other Plan-related documents by electronic delivery and to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.
- Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

UNITY SOFTWARE INC.

By: _____
Signature

Title: _____

Date: _____

PARTICIPANT:

_____
Signature

Date: _____

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Exhibit 10.2

UNITY SOFTWARE INC.

IRONSOURCE SHARE INCENTIVE PLAN

AMENDED AND RESTATED: November 30, 2022

Unless otherwise defined, terms used herein shall have the meaning ascribed to them in Section 2 hereof.

1. ESTABLISHMENT; PURPOSE; TYPES OF AWARDS; CONSTRUCTION.

1.1. Establishment. This Unity Software Inc. ironSource Share Incentive Plan (the "Plan") constitutes an amendment, restatement, and renaming of the ironSource Ltd. ("ironSource") 2021 Share Incentive Plan, which was assumed by Unity Software Inc. (the "Company") following its acquisition of ironSource and amended and restated by the Committee as of November 30, 2022. The Plan is established to utilize all unissued shares of ironSource common stock previously approved for issuance and available for grant under the ironSource Ltd. 2021 Share Incentive Plan as of the Effective Time (as adjusted for issuance under the Plan).

1.2. Purpose. The purpose of the Plan is to afford an incentive to Employees and Consultants to provide Continuous Service, to increase their efforts on behalf of the Company and its Subsidiaries or Affiliates and to promote the success of the Company's business, by providing such Employees and Consultants with opportunities to acquire a proprietary interest in the Company through the granting of Awards.

1.3. Types of Awards. This Plan is intended to enable the Company to issue Awards under various tax regimes, including:

(I) pursuant and subject to the provisions last sentence of Section 102 of the Ordinance (or the corresponding provision of any subsequently enacted statute, as amended from time to time), and all regulations and interpretations adopted by any competent authority, including the Israel Tax Authority (the "ITA"), including the income tax rules (tax benefits in stock issuance to employees) 5763-2003 or such other rules so adopted from time to time (the "Rules") (such Awards that are intended to be (as set forth in the Award Agreement) and which qualify as such under Section 102 of the Ordinance and the Rules, "102 Awards");

(II) pursuant to Section 3(i) of the Ordinance or the corresponding provision of any subsequently enacted statute, as amended from time to time (such awards, "3(i) Awards"); and

(III) Options to be granted to Employees or Consultants who are deemed to be residents of the United States for purposes of taxation, or are otherwise subject to U.S. federal income tax.

In addition to the issuance of Awards under the relevant tax regimes in the United States of America and the State of Israel, and without derogating from the generality of Section 23, this Plan contemplates issuances to Grantees in other jurisdictions or under other tax regimes with respect to which the Committee is empowered, but is not required, to make the requisite adjustments in this Plan and set forth the relevant conditions in an appendix to this Plan or in the Company's agreement with the Grantee in order to comply with the requirements of such other tax regimes. 10(b).

1.4. Construction. To Section 13 is supplemented to include the extent any provision herein conflicts with following: Notwithstanding the conditions foregoing, you understand that nothing in this Agreement precludes you from disclosing factual information (other than the amount of any relevant tax law, rule settlement) related to any claim against Releasees of harassment or regulation which discrimination or any other conduct you have reason to believe to be unlawful, or from disclosing factual information related to an administrative claim or civil action concerning sexual assault, sexual harassment, workplace

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harassment or discrimination, failure to prevent an act of workplace harassment or discrimination, or an act of retaliation against a person for reporting or opposing harassment or discrimination that was filed in a civil or administrative action.

Section 14 is relied upon supplemented to include the California Civil Rights Department as one of the Government Agencies.

Section 20 is supplemented to include the following: You acknowledge that you have been given at least five (5) business days to consult an attorney regarding this Agreement. If you sign this Agreement prior to the end of the five business day period, you acknowledge that your decision to accept such shortening of time is knowing and voluntary and was not induced by the Company through fraud, misrepresentation, or a threat to withdraw or alter the offer prior to the expiration of the reasonable time period, or by providing different terms to you.

Even though we believe the provision in Section 14 of the Employee Nondisclosure and Assignment Agreement ("Agreement") you signed in connection with your employment at Unity prohibiting solicitation of employees for tax relief a period of one (1) year immediately following the termination of employment is enforceable, this is to inform you that Unity will no longer enforce this provision in respect the Agreement. In all other respects the Agreement remains in full force and effect, and you continue to be bound by your obligations in the Agreement.

COLORADO

Section 6 is supplemented to include the following: At the time of a particular Award execution of this Agreement, you and the Company are not aware of any alleged discriminatory or unfair employment practices engaged in, complained of, or witnessed by you, and this Agreement does not in any way limit your ability to a Grantee, disclose or discuss, either orally or in writing, any alleged discriminatory or unfair employment practice.

ILLINOIS

Section 8 is supplemented to include the Committee following: The parties acknowledge that this provision is empowered, but to the mutual benefit of both parties and is not required, hereunder intended to determine prohibit truthful statements or disclosures about alleged unlawful employment practices. You agree the benefits provided under this Agreement (whether monetary or otherwise) are specifically includes consideration for the confidentiality obligations contained in Section 8.

Section 10 is supplemented to include the following: You desire the Company's confidential information and trade secrets to be confidential and that the provisions of such law, rule or regulation shall prevail over those of this Plan and to interpret and enforce such prevailing provisions. With respect to 102 Awards, if and confidentiality is to the extent any action mutual benefit of both parties. You agree the benefits provided under the Agreement (whether monetary or otherwise) are specifically includes consideration for the exercise or application of any provision hereof or authority granted hereby confidentiality obligations contained in Section 10.

Section 13 is conditioned or subject supplemented to obtaining a ruling or tax determination from include the ITA, following: You desire this Agreement to be confidential and that such confidentiality is to the extent required by Applicable Law, then mutual benefit of both you and the taking of any such action Company and is not intended to prohibit truthful statements or disclosures about alleged unlawful employment practices. You agree the exercise benefits provided under the Agreement (whether monetary or application of such section or authority with respect otherwise) are specifically includes consideration for the confidentiality obligations contained in Section 13.

Section 20 is supplemented to 102 Awards shall be conditioned upon obtaining such ruling or tax determination, and, if obtained, shall be subject to any condition set forth therein; it being clarified that there is no obligation to apply for any such ruling or tax determination (which shall be in the sole discretion of the Committee) and no assurance is made that if applied any such ruling or tax determination will be obtained (or the conditions thereof).

2. DEFINITIONS.

2.1. Terms Generally. Except when otherwise indicated by the context, (i) the singular shall include the plural and the plural shall include the singular; (ii) any pronoun shall include the corresponding masculine, feminine and neuter forms; (iii) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, supplemented or otherwise modified (subject to any restrictions on such amendments, restatements, supplements or modifications set forth therein or herein), (iv) references to any law, constitution, statute, treaty, regulation, rule or ordinance, including any section or other part thereof shall refer to it as amended from time to time and shall include any successor thereof, (v) reference to a "company" or "entity" shall include a, partnership, corporation, limited liability company, association, trust, unincorporated organization, or a government or agency or political subdivision thereof, and reference to a "person" shall mean any of the foregoing or an individual, (vi) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to following: You understand that this Plan in its entirety, and not to any particular provision hereof, (vii) all references herein to Sections shall be construed to refer to Sections to this Plan; (viii) the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation"; and (ix) use of the term "or" Agreement is not intended to be exclusive. a waiver of claims arising after the date you execute this Agreement. The foregoing consideration and Revocation Periods are inclusive of those required by the Illinois Workplace Transparency Act and the Older Worker Benefit Protection Act.

2.2 Defined Terms. The following terms shall have

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MAINE

In addition to the meanings ascribed to them claims released in this Section 2:

2.3 “Affiliate” shall mean, at the time of determination, any “parent” or “subsidiary” 6 of the Company as such terms are defined in Rule 405 promulgated Agreement, you agree that this release includes, but is not limited to, claims under the Securities Employee Social Media Privacy Law, Me. Rev. Stat. Ann. tit. 26, §§ 615 to 619; Employment Leave for Victims of Domestic Violence Law, Me. Rev. Stat. Ann. tit. 26, § 856; Employment Regulations of the Maine Human Rights Commission, Ch. 2 § 2.01, et seq.; Maine AIDS Testing Law, Me. Rev. Stat. Ann. tit. 5, § 19201, et seq.; Maine Earned Paid Leave Law, Me. Rev. Stat. Ann. tit. 26, § 637, et seq.; Maine Equal Pay Law, Me. Rev. Stat. Ann. tit. 26, § 628; Maine Family Medical Leave Act, including, without limitation, any Parent Me. Rev. Stat. Ann. tit. 26, § 843, et seq.; Maine Genetic Information Privacy Act, Me. Rev. Stat. Ann. tit. 5, § 19301, et seq., and tit. 24-A, § 2159; Maine Human Rights Act, Me. Rev. Stat. Ann. tit. 5, § 4551, et seq.; Maine Leave Relating to Reserve Training or Subsidiary, Military Service Law, Me. Rev. Stat. Ann. tit. 26, § 811, et seq.; Maine Nursing Mothers in the Workplace Law, Me. Rev. Stat. Ann. tit. 26, § 604; Maine Occupational Safety & Health Act, Me. Rev. Stat. Ann. tit. 26, § 561, et seq.; Maine Prompt Payment Statute, Me. Rev. Stat. Ann. tit. 26, § 626; Maine Reasons for Termination Law, Me. Rev. Stat. Ann. tit. 26, § 630; Maine Review of Employee Records, Me. Rev. Stat. Ann. tit. 26, § 631; Maine Sexual Harassment Policies Law, Me. Rev. Stat. Ann. tit. 26, § 806; Maine Smokers’ Rights Law, Me. Rev. Stat. Ann. tit. 26, § 597; Maine Statutory Provision Regarding Retaliation or Employer. Discrimination for Filing Workers’ Compensation Claim, Me. Rev. Stat. Ann. tit. 39-A, § 353; Maine Substance Use Testing Law, Me. Rev. Stat. Ann. tit. 26, § 681, et seq.; Maine Wage Payment and Work Hour Laws, Me. Rev. Stat. Ann. tit. 26, § 621A, et seq.; and Maine Whistleblower Protection Act, Me. Rev. Stat. Ann. tit. 26, § 832, et seq.

2.4 “Applicable Law” shall mean any applicable law, rule, regulation, statute, pronouncement, policy, interpretation, judgment, order

MASSACHUSETTS

In addition to the claims released in Section 6 of the Agreement, you agree that this release includes, but is not limited to, claims under the Massachusetts Civil Rights Act, M.G.L. ch. 12 § 11H, et seq.; Massachusetts Equal Pay Act, M.G.L. ch. 149 § 105A; Massachusetts Equal Rights Act, M.G.L. ch. 93 § 102, et seq.; Massachusetts Fair Employment Practices Law, M.G.L. ch. 151B; Massachusetts Family and Medical Leave Law, M.G.L. ch. 175M; claims for unpaid minimum wages and/or decree of any federal, provincial, state or local governmental, regulatory or adjudicative authority or agency, of any jurisdiction, and overtime under the rules and regulations of any stock exchange, over-the-counter market or trading system on which the Company’s shares are then traded or listed.

2.5. “Award” shall mean any Option, Restricted Stock, RSUs, Shares Massachusetts Minimum Fair Wage Law, M.G.L. ch. 151; Massachusetts Privacy Statute, M.G.L. ch. 214 § 1B; Massachusetts Sexual Harassment Statute, M.G.L. ch. 214 § 1C; claims for unpaid wages, commissions, bonuses, and/or any other Stock-based award granted form of compensation under this Plan. the Massachusetts Wage Act, M.G.L. ch. 149 §§ 148 and 150, et seq.; Massachusetts Non-Competition Agreement Act M.G.L ch. 149, § 24L; Massachusetts Parental Leave Act, M.G.L. ch. 149, § 105D, the Massachusetts Pregnant Workers Fairness Act; and other claims that may be released under the Massachusetts labor statutes, M.G.L. ch. 149. This release and waiver of claims excludes claims that cannot be waived by law or private agreement.

2.6. “Award Agreement” means a written agreement between Section 14 is supplemented to include the Company and a Grantee evidencing the terms and conditions of an Award. The Award Agreement generally consists Massachusetts Commission Against Discrimination as one of the Grant Notice government agencies.

MINNESOTA

Section 20 is supplemented to include the following: You may rescind (i.e., revoke and cancel) your release of claims arising under the Minnesota Human Rights Act and the agreement containing St. Paul Human Rights Ordinance within fifteen (15) calendar days of signing this Agreement. To effectively rescind/revoke this Agreement, the written summary rescission/revocation must be in writing, and must be delivered by hand or sent by certified mail, return receipt requested, and postmarked within the above-referenced period to the attention of Marisa Eddy at Unity Human Resources, 30 3rd St, San Francisco, CA 94103. If you do not execute this Agreement and/or if you rescind/revoke it, then this Agreement is null and void, and you shall not receive the consideration.

NEW JERSEY

In addition to the claims released in Section 6 of the general terms and conditions applicable Agreement, you agree that this release includes, but is not limited to, claims under the Award and which New Jersey Conscientious Employee Protection Act, N.J.S.A. 34:19-3, et seq. Section 6 is provided supplemented to a Grantee along with include the Grant Notice.

2.7. “Board” shall mean the Board of Directors of following: You also acknowledge that you have not alleged you were ever subjected to discrimination, retaliation, or harassment by the Company.

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2.8. “Capitalization Adjustment” NEW YORK

Section 6 is supplemented to include the following: You agree that you do not possess any claim or allegation, either asserted or otherwise, that may be subject to or covered under the New York General Obligations Section 5-336 or the New York Civil Practice Law and Rules Section 5003-b.

Section 14 is also supplemented to include the New York State Division of Human Rights and the New York City Commission on Human Rights as one of the government agencies.

NORTH DAKOTA

In addition to the claims released in Section 6 of the Agreement, you agree that this release includes, but is not limited to, the statutes, laws, and common law outlined above, you also release liability for any claim under the North Dakota Age Discrimination Act, North Dakota AIDS Testing Law, North Dakota Equal Pay Act, North Dakota Human Rights Act, North Dakota State Policy Against Participation in Lawful Activity, North Dakota Wage Payment and Work Hour Laws, and North Dakota Whistleblower Law. Employee also expressly waives any and all rights that Employee may have under any state or local statute, executive order, regulation, common law, and/or public policy relating to unknown claims, including but not limited to all rights under N.D. Cent. Code § 9-13-02, which provides as follows: general release does not extend to claims which the creditor does not know or suspect to exist in the creditor’s favor at the time of executing the release, which if known by the creditor, must have materially affected the creditor’s settlement with the debtor.

OREGON

In addition to the claims released in Section 6 of the Agreement, you agree that this release includes, but is not limited to, claims under ORS Chapter 659A; and Scheduling Retaliation, ORS 653.470.

Section 6 is supplemented to include the following: You agree that you do not have, nor are you aware of, any facts that would support any claims or causes of action against the Company that in any way arise out of, involve, or relate to discrimination, sexual harassment, or sexual assault, or that are otherwise covered under the Oregon Workplace Fairness Act, O.R.S. 659A.030; O.R.S. 659A.082; or O.R.S. 659A.112. Section 7 is supplemented to include the following: You acknowledge and agree that you do not have, or have never had, or are not aware of any facts that would support any claims or causes of action against the Company that in any way arise out of, involve, or relate to discrimination, harassment, or sexual assault, or that are otherwise covered under ORS 659A.370. Nothing in this Agreement restricts, or shall mean be construed to limit, your right to report, disclose, or discuss conduct that you believe in good faith constitute unlawful discrimination, sexual harassment, or sexual assault, or that are otherwise covered under the Workplace Fairness Act, ORS 659A.370. Further, nothing in this Agreement should limit your right to disclose the amount or fact of the settlement.

Section 14 is supplemented to include the following: Nothing in this Agreement restricts, or shall be construed to limit, your right **(i) to report, disclose, or discuss conduct that you believe in good faith constitutes unlawful discrimination, sexual harassment, or sexual assault; (ii) to disclose the amount or fact of a settlement relating to alleged unlawful conduct;** (iii) to respond accurately and fully to any change question, inquiry, or request for information when required by legal process; (iv) to initiate communications directly with, respond to any inquiry from, or provide testimony before, any self-regulatory organization or state or federal regulatory authority, regarding Company, your employment, or this Agreement; or (v) to discuss wages, hours, or other working conditions with co-workers, or in any way limit your rights under the National Labor Relations Act or any Whistleblower Act. You are not required to contact Company regarding the subject matter of any such communications before engaging in them.

RHODE ISLAND

In addition to the claims released in Section 6 of the Agreement, you expressly agree that a waiver of all, or substantially all, attorneys’ fees was not compelled as a condition of settlement.

SOUTH DAKOTA

In addition to the claims released in Section 6 of the Agreement, you agree that thisrelease includes, but is not limited to, the statutes, laws, and common law outlined above, you also release liability for any claim under the South Dakota Equal Pay Law, South Dakota Human Relations Act, South Dakota Smokers’

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Rights Law, South Dakota Use of Genetic Information, and South Dakota Wage Payment and Work Hour Laws. You also expressly waives any and all rights that Employee may have under any state or local statute, executive order, regulation, common law and/or public policy relating to unknown claims, including but not limited to all rights under S.D. Codified Laws § 20-7-11, which provides as follows: “A general release does not extend to claims which the creditor does not know or suspect to exist in the creditor’s favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

WASHINGTON

In addition to the claims released in Section 6 of the Agreement, you agree that this release includes, but is not limited to, claims under the Washington Domestic Violence Leave Law, RCW 49.76; Washington Fair Credit Reporting Act, RCW 19.182; Washington Family Care Act, RCW 49.12.265 to 49.12.295; Washington Paid Sick Leave Act, RCW 49.46.210; Washington Law Against Discrimination, RCW 49.60; Washington Military Family Leave Act, RCW 49.77; Washington Minimum Wage Act, RCW 49.46; Washington Healthy Starts Act, RCW 43.10.005; Washington Jury Duty Leave Law, RCW 2.36.165; Washington Paid Family and Medical Leave Act, RCW 50A; Washington Veteran’s and Veteran’s Affairs Statute, RCW 73; Washington Equal Pay and Opportunities Act, RCW 49.58; Washington Consumer Protection Act, RCW 19.86; Washington Leave for Certain Emergency Service Personnel Law, RCW 49.12.460; Any provision of Title 49 of the Revised Code of Washington; Any provision of Title 296 of the Washington Administrative Code; Any provision of Title 162 of the Washington Administrative Code; Claims under RCW 49.44; Claims under RCW 49.62; Industrial Insurance Act of Washington, RCW 49.12, to the extent permitted by law; and any claim alleging the exception to the Industrial Insurance Act of Washington, established by RCW 51.24.020, for injury inflicted with “deliberate intention.”

Section 8 is supplemented to include the following: Nothing in this Agreement is intended to or shall prohibit you from disclosing or discussing conduct, or the existence of a settlement involving conduct, that you reasonably believed under Washington State, federal, or common law to be illegal discrimination, illegal harassment, illegal retaliation, a wage and hour violation, or sexual assault, or that is made in, or other events that occur with respect recognized as against a clear mandate of public policy.

Exhibit B
OWBPA

Exhibit 10.3

Unity Software Inc.

Executive Severance Plan

1. Purpose. Unity Software Inc., a Delaware corporation, (the “Company”) considers it essential to the Shares subject best interests of its stockholders to foster the Plan or subject to any Award after the Effective Date without the receipt continuous employment of consideration by the Company through merger, consolidation, reorganization, recapitalization, reincorporation, stock dividend, dividend in property other than cash, large nonrecurring cash dividend, stock split, reverse stock split, liquidating dividend, combination key management personnel. The Board of shares, exchange of shares, change in corporate structure or any similar equity restructuring transaction, as that term is used in Statement of Financial Accounting Standards Board Accounting Standards Codification Topic 718 (or any successor thereto). Notwithstanding the foregoing, the conversion of any convertible securities Directors of the Company will not be treated (the “Board”) recognizes, however, that, as is the case with many corporations, the possibility of an involuntary termination of employment, either before or after a Capitalization Adjustment.

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2.9. “Cause” shall have the meaning ascribed to Change in Control (as defined in Section 2 hereof), exists and that such term in any written agreement between a Grantee possibility, and the Company defining such term uncertainty and questions that it may raise among management, may result in the absence departure or distraction of such agreement, such term management personnel to the detriment of the Company, its Subsidiaries (as defined in Section 2 hereof) and the Company’s stockholders. Therefore, the Board has determined that the Unity Software Inc. Executive Severance Plan (the “Plan”) should be adopted to reinforce and encourage the continued attention and dedication of the Company’s and its Subsidiaries’ Covered Executives (as defined in Section 2 hereof) to their assigned duties without distraction. Nothing in this Plan shall be construed as creating an express or implied contract of employment and nothing shall alter the “at will” nature of the Covered Executives’ employment with the Company or any of its Subsidiaries.

2. Definitions. The following terms shall be defined as set forth below:

(a) *“Accounting Firm”* shall mean a nationally recognized accounting firm selected by the Company.

(b) *“Administrator”* means with respect the Board or a committee thereof.

(c) “*Base Salary*” shall mean the higher of (i) the annual base salary in effect immediately prior to a Grantee, the Date of Termination or (ii) the annual base salary in effect for the fiscal year immediately prior to the fiscal year in which the Date of Termination occurs.

(d) “*Cause*” shall mean, and shall be limited to, the occurrence of any one or more of the following events:

(i) Grantee’s the Covered Executive’s theft, dishonesty, willful misconduct, breach of fiduciary duty for personal profit, or falsification of any Company or Subsidiary or Affiliate documents or records;

(ii) Grantee’s the Covered Executive’s material failure to abide by the Company’s Code of Conduct or other policies (including, without limitation, policies relating to confidentiality and reasonable workplace conduct and policies of any Subsidiary, or Affiliate, as applicable);

(iii) Grantee’s the Covered Executive’s unauthorized use, misappropriation, destruction or diversion of any tangible or intangible asset or corporate opportunity of the Company or any of its Subsidiaries or Affiliates (including, without limitation, Grantee’s the Covered Executive’s improper use or disclosure of Company or Subsidiary or Affiliate confidential or proprietary information);

(iv) any intentional act by Grantee the Covered Executive which has a material detrimental effect on the Company’s or its Subsidiary’s or Affiliate’s reputation or business;

(v) Grantee’s the Covered Executive’s repeated failure or inability to perform any reasonable assigned duties after written notice from the Company (or its Subsidiary, or Affiliate, as applicable) of, and a reasonable opportunity to cure, such failure or inability;

(vi) any material breach by Grantee the Covered Executive of any employment or service agreement between Grantee the Covered Executive and the Company (or its Subsidiary, or Affiliate, as applicable), which breach is not cured pursuant to the terms of such agreement; or (vii) Grantee’s

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(i) the Covered Executive’s conviction (including any plea of guilty or *nolo contendere*) of any criminal act involving fraud, dishonesty, misappropriation or moral turpitude, or which impairs Grantee’s the Covered Executive’s ability to perform his or her duties with the Company (or its Subsidiary, or Affiliate, as applicable). The determination that

(e) “*Change in Control*” shall mean a termination of Grantee’s Continuous Service is either for Cause or without Cause will be made by “Change in Control”, as defined in the Board with respect to Grantees who are executive officers of the Company and by the Company’s Chief Executive Officer with respect to Grantees who are not executive officers of the Company. Any determination by the Company that the Continuous Service of a Grantee was terminated with or without Cause for the purposes of outstanding Awards held by such Grantee will have no effect upon any determination of the rights or obligations of the Company or such Grantee for any other purpose. Stock Plan.

2.10. “Code”(f) “*Change in Control Period*” shall mean the United States period beginning on the date three months prior to a Change in Control and ending on the one-year anniversary of the Change in Control. For the avoidance of doubt, upon a Qualified Termination Event, any equity awards then held by the Covered Executive that have not yet met their service-based vesting requirement and will not meet such requirement through the

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accelerated vesting provision of this Plan shall not lapse until the earliest of a Change in Control, three months after the Date of Termination, or the expiration date of such equity award.

(g) *"Code"* shall mean the Internal Revenue Code of 1986, as amended, and the rules and regulations thereunder.

(h) "*Covered Executives*" shall mean the individuals designated as such by the Administrator and who are listed in Exhibit A, attached hereto, as such exhibit is amended by the Administrator from time to time, and who, in each case, meet the eligibility requirements set forth in Section 4 of the Plan.

(i) "*Date of Termination*" shall mean the date that a Covered Executive's employment with the Company (or its Subsidiary or successor, as applicable) ends, which date shall be specified in the Notice of Termination. Notwithstanding the foregoing, a Covered Executive's employment shall not be deemed to have been terminated solely as a result of the Covered Executive becoming an employee of any direct or indirect successor to the business or assets of the Company or becoming an employee of any Subsidiary.

(j) "*Disability*" shall mean "Disability", as defined in the Stock Plan.

(k) *"G&A Executive"* shall mean individuals serving as the Chief Financial Officer, Chief People Officer or General Counsel of the Company.

(l) *"Good Reason"* shall mean that the Covered Executive has complied with the "Good Reason Process" following the occurrence of any of the following events:

(i) a material diminution in the Covered Executive's annual base salary other than across the board decreases in annual base salary similarly affecting all executives of the Company (or its Subsidiary, as applicable);

(ii) the Company (or its Subsidiary, as applicable) requiring the Covered Executive to relocate (other than for travel incident to the Covered Executive's performance of his or her duties on behalf of the Company (or its Subsidiary, as applicable)) a distance of more than fifty (50) miles from the Covered Executive's current principal place of business; or

(iii) any material diminution in the Covered Executive's position, responsibilities, authority or duties.

A. For purposes of Section 2(l)(iii), a change in the reporting relationship, or a change in a position or title will not, by itself, be sufficient to constitute a material diminution of responsibilities, authority or duty; provided, that if the Covered Executive is a G&A Executive, a change in the Covered Executive's position or title, as well as his or her reporting relationship to the most senior chief executive officer of the Company or any successor to the Company shall constitute a material diminution of responsibilities, authority or duty.

(m) "*Good Reason Process*" shall mean:

(i) the Covered Executive reasonably determines in good faith that a "Good Reason" condition has occurred;

(ii) the Covered Executive notifies the Company (or its Subsidiary, as applicable) in writing of the first occurrence of the Good Reason condition within sixty (60) days of the first occurrence of such condition;

(iii) the Covered Executive cooperates in good faith with the Company's, its Subsidiary's or the Company's successor's, as applicable, efforts, for a period of not less than thirty (30) days following such notice (the "Cure Period"), to remedy the condition;

(iv) notwithstanding such efforts, the Good Reason condition continues to exist following the Cure Period; and

(v) the Covered Executive terminates his or her employment and provides the Company, its Subsidiary or the Company's successor, as applicable, with a Notice of Termination with respect to such termination, each within sixty (60) days after the end of the Cure Period.

If the Good Reason condition is cured during the Cure Period, Good Reason shall be deemed not to have occurred.

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(n) "*Notice of Termination*" shall mean a written notice which shall indicate the specific termination provision in this Plan relied upon for the termination of a Covered Executive's employment and the Date of Termination.

(o) *"Participation Agreement"* shall mean an agreement between a Covered Executive and the Company that acknowledges the Covered Executive's participation in the Plan.

(p) "*Public Offering*" shall mean the consummation of the first public offering pursuant to an effective registration statement under the Securities Act covering the offer and sale of the Company's equity securities, as a result of or following which the Company's common stock shall be publicly held.

(q) *"Qualified Termination Event*" shall mean (i) a termination of the Covered Executive's employment by the Company (or its Subsidiary, as applicable) other than for Cause, death or Disability or (ii) the Covered Executive's resignation from the Company (or its Subsidiary, as applicable) for Good Reason.

(r) "*Restrictive Covenants Agreement*" shall mean the Employee Non-Disclosure, Assignment, and Non-Solicitation Agreement or similar agreement entered into between the Covered Executive and the Company.

(s) "*Securities Act*" means the Securities Act of 1933, as amended, and the rules and regulations thereunder.

(t) "*Stock Plan*" means the 2019 Unity Software Inc. Stock Plan, as amended from time to time.

(u) *"Subsidiary"* means any corporation or other entity (other than the Company) in which the Company has at least a fifty (50) percent interest, either directly or indirectly.

3. Administration of the Plan.

(a) Administrator. The Plan shall be administered by the Administrator.

(b) Powers of Administrator. The Administrator shall have all powers necessary to enable it properly to carry out its duties with respect to the complete control of the administration of the Plan. Not in limitation, but in amplification of the foregoing, the Administrator shall have the power and authority in its discretion to:

(i) construe the Plan to determine all questions that shall arise as to interpretations of the Plan's provisions;

(ii) determine which individuals are and are not Covered Executives, determine the benefits to which any Covered Executives may be entitled, the eligibility requirements for participation in the Plan and all other matters pertaining to the Plan;

(iii) adopt amendments to the Plan which are deemed necessary or desirable to comply with all applicable laws and regulations, including but not limited to Code Section 409A and the guidance thereunder;

(iv) make all determinations it deems advisable for the administration of the Plan, including the authority and ability to delegate administrative functions to a third party;

(v) decide all disputes arising in connection with the Plan; and

(vi) otherwise supervise the administration of the Plan.

(c) All decisions and interpretations of the Administrator shall be binding on all persons, including the Company, its Subsidiaries and Covered Executives.

4. Eligibility. All Covered Executives who have executed and submitted to the Company a Participation Agreement, and satisfied such other requirements as may be determined by the Administrator, are eligible to participate in the Plan. The Administrator may determine at any time that a Covered Executive should no longer be designated as such as a result of a material change in such Covered Executive's role, and such individual shall cease to be eligible to participate in the Plan upon the Administrator taking action by resolution to update the applicable Exhibit hereto.

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5. Termination Benefits Generally. In the event a Covered Executive's employment with the Company or any of its Subsidiaries is terminated for any reason, the Company (or its Subsidiary, as applicable) shall pay or provide to the Covered Executive any earned but unpaid salary, unpaid expense reimbursements in accordance with Company policy (or a Subsidiary policy, as applicable), accrued but unused vacation or leave entitlement, and any vested benefits the Covered Executive may have under any employee benefit plan of the Company or its Subsidiary, as applicable, in accordance with the terms and conditions of such employee benefit plan (collectively, the "Accrued Benefits"), within the time required by law but in no event more than sixty (60) days after the Date of Termination.

6. Termination Not in Connection with a Change in Control. In the event of a termination of the Covered Executive's employment by the Company or any of its Subsidiaries other than for Cause, death or Disability, at any time other than during the Change in Control Period, with respect to such Covered Executive, in addition to the Accrued Benefits, subject to his or her execution of a separation agreement in a form and manner satisfactory to the Company, containing, among other provisions, a general release of claims in favor of the Company, its Subsidiaries and related persons and entities, and confidentiality, return of property, non-disparagement and reaffirmation of the Restrictive Covenants Agreement provisions (the "Separation Agreement and Release") and the Separation Agreement and Release becoming irrevocable, all within the time period set forth in the Separation Agreement and Release but in no event more than sixty (60) days after the Date of Termination, and subject to the Covered Executive complying with the Separation Agreement and Release, the Company or its Subsidiary, as applicable, shall, if the Covered Executive has been continuously employed and in good standing as a Covered Executive for at least one year:

(a) pay the Covered Executive an amount equal to the sum of (i) six (6) months' Base Salary plus (ii) the Covered Executive's annual target bonus in effect immediately prior to the Date of Termination, pro-rated for the number of days of service provided by the Covered Executive during the year of the Date of Termination; and

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(b) if the Covered Executive was participating in the Company's (or its Subsidiary's, as applicable) group health plan immediately prior to the Date of Termination and elects COBRA health continuation, then the Company (or its Subsidiary, as applicable), shall pay to the Covered Executive a lump sum cash payment in an amount equal to the monthly employer contribution that the Company (or its Subsidiary, as applicable), would have made to provide health insurance to the Covered Executive if the Covered Executive had remained employed by the Company (or its Subsidiary, as applicable) for six (6) months after the Date of Termination, based on the premiums as of the Date of Termination.

(i) The amounts payable under Section 6(a) and (b), as applicable, shall be paid out in a lump sum within sixty (60) days after the Date of Termination; provided, however, that if the 60-day period begins in one calendar year and ends in a second calendar year, the amounts shall be paid in the second calendar year no later than the last day of such 60-day period. Each payment pursuant to this Plan is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2).

7. Termination in Connection with a Change in Control. In the event a Qualified Termination Event occurs within the Change in Control Period, then with respect to such Covered Executive, in addition to the Accrued Benefits, subject to his or her execution and non-revocation of the Separation Agreement and Release, all within the time period set forth in the Separation Agreement and Release, but in no event more than sixty (60) days after the Date of Termination, the Company or its Subsidiary, as applicable, shall, if the Covered Executive has been continuously employed and in good standing as a Covered Executive for at least one year:

(a) cause one hundred percent (100%) of the outstanding and unvested equity awards with time-based vesting held by the Covered Executive to immediately become fully time-vested as of the Date of Termination or the Change in Control, if later; provided, that the performance conditions (which, for the avoidance of doubt, does not include any liquidity conditions) applicable to any outstanding and unvested equity awards subject to performance conditions (which, for the avoidance of doubt, does not include any liquidity conditions) will be deemed satisfied at the target level specified in the terms of the applicable award agreement;

(b) pay the Covered Executive an amount equal to the sum of (i) twelve (12) months' Base Salary plus (ii) one hundred percent (100%) of the Covered Executive's annual target bonus in effect immediately prior to the Qualified Termination Event (or the Covered Executive's annual target bonus in effect immediately prior to the Change in Control, if higher); and

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(c) if the Covered Executive was participating in the Company's (or its Subsidiary's, as applicable) group health plan immediately prior to the Date of Termination and elects COBRA health continuation, then the Company (or its Subsidiary, as applicable), shall pay to the Covered Executive a lump sum cash payment in an amount equal to the monthly employer contribution that the Company (or its Subsidiary, as applicable), would have made to provide health insurance to the Covered Executive if the Covered Executive had remained employed by the Company (or its Subsidiary, as applicable) for twelve (12) months after the Date of Termination, based on the premiums as of the Date of Termination.

(i) The amounts payable under Section 7(b) and (c), as applicable, shall be paid out in a lump sum within sixty (60) days after the Date of Termination or the Change in Control, if later; provided, however, that if the 60-day period begins in one calendar year and ends in a second calendar year, the amounts shall be paid in the second calendar year no later than the last day of the 60-day period. For the avoidance of doubt, the severance pay and benefits provided in this Section 7 shall apply in lieu of, and expressly supersede, the provisions of Section 6 and no Covered Executive shall be entitled to the severance pay and benefits under both Section 6 and 7 hereof.

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8. Additional Limitation.

(a) Anything in this Plan to the contrary notwithstanding, in the event that the amount of any compensation, payment or distribution by the Company (or its Subsidiaries, as applicable), to or for the benefit of the Covered Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Plan or otherwise, calculated in a manner consistent with Section 280G of the Code and the applicable regulations promulgated thereunder (the "Aggregate Payments"), would be subject to the excise tax imposed by Section 4999 of the Code, then (i) if the Company has not consummated a Public Offering, (A) the Aggregate Payments payable to such Covered Executive under this Plan shall be reduced (but not below zero) to the extent necessary so that the maximum Aggregate Payments shall not exceed the Threshold Amount (the "Reduction Amount"), and (B) the Company shall use reasonable efforts to satisfy the shareholder approval requirements set forth in Q/A 7 of Treasury Regulations Section 1.280G-1 with respect to such Reduction Amount, and if such requirements are satisfied then such Reduction Amount shall become payable hereunder as if subsection (A) above had not applied thereto, and (ii) if the Company has consummated a Public Offering, the Aggregate Payments shall be reduced (but not below zero) by the Reduction Amount; provided that such reduction shall only occur if it would result in the Covered Executive receiving a higher After Tax Amount (as defined below) than the Covered Executive would receive if the Aggregate Payments were not subject to such reduction. In the event of such reduction, the Aggregate Payments shall be reduced in the following order, in each case, in reverse chronological order beginning with the Aggregate Payments that are to be paid the furthest in time from consummation of the transaction that is subject to Section 280G of the Code: (i) cash payments not subject to Section 409A of the Code; (ii) cash payments subject to Section 409A of the Code; (iii) equity-based payments and acceleration; and (iv) non-cash forms of benefits; provided that in the case of all the foregoing Aggregate Payments all amounts or payments that are not subject to calculation under Treas. Reg. §1.280G-1, Q&A-24(b) or (c) shall be reduced before any amounts that are subject to calculation under Treas. Reg. §1.280G-1, Q&A-24(b) or (c).

(b) For purposes of this Section 8, the "After Tax Amount" means the amount of the Aggregate Payments less all federal, state, and local income, excise and employment taxes imposed on the Covered Executive as amended.

2.11. "Committee" a result of the Covered Executive's receipt of the Aggregate Payments. For purposes of determining the After Tax Amount, the Covered Executive shall be deemed to pay federal income taxes at the highest marginal rate of federal income taxation applicable to individuals for the calendar year in which the determination is to be made, and state and local income taxes at the highest marginal rates of individual taxation in each applicable state and locality, net of the maximum reduction in federal income taxes (if any) which could be obtained from deduction of such state and local taxes. For purposes of this Section 8, "Threshold Amount" shall mean three times the Covered Executive's "base amount" within the meaning of Section 280G(b)(3) of the Code and the regulations thereunder, less one dollar.

(c) The determination as to whether a reduction in the Aggregate Payments shall be made pursuant to Section 8(a) shall be made by the Accounting Firm, which shall provide detailed supporting calculations both to the Company and the Covered Executive within fifteen (15) business days of the Date of Termination, if applicable, or at such other time as is reasonably requested by the Company or the Covered Executive. Any determination by the Accounting Firm shall be binding upon the Company and the Covered Executive.

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9. Restrictive Covenants Agreement. As a condition to participating in the Plan, each Covered Executive shall continue to comply with the terms and conditions contained in the Restrictive Covenants Agreements or similar agreement entered into between the Covered Executive and the Company and such other agreement(s) as designated in the applicable Participation Agreement. If a Covered Executive has not entered into a Restrictive Covenants Agreement or similar agreement with the Company, he or she shall enter into such agreement prior to participating in the Plan.

10. Withholding. All payments made by the Company (or its Subsidiary, as applicable) under this Plan shall be subject to any tax or other amounts required to be withheld by the Company under applicable law.

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11. Section 409A.

(a) Anything in this Plan to the contrary notwithstanding, if at the time of the Covered Executive's "separation from service" within the meaning of Section 409A of the Code, the Company determines that the Covered Executive is a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code, then to the extent any payment or benefit that the Covered Executive becomes entitled to under this Plan would be considered deferred compensation subject to the twenty (20) percent additional tax imposed pursuant to Section 409A(a) of the Code as a result of the application of Section 409A(a)(2)(B)(i) of the Code, such payment shall not be payable and such benefit shall not be provided until the date that is the earlier of (i) six (6) months and one (1) day after the Covered Executive's separation from service, or (ii) the Covered Executive's death. If any such delayed cash payment is otherwise payable on an installment basis, the first payment shall include a catch-up payment covering amounts that would otherwise have been paid during the six-month period but for the application of this provision, and the balance of the installments shall be payable in accordance with their original schedule.

(b) The parties intend that this Plan will be administered in accordance with Section 409A of the Code and that all amounts payable hereunder shall be exempt from the requirements of such section as a result of being "short term deferrals" for purposes of Section 409A of the Code to the greatest extent possible. To the extent that any provision of this Plan is not exempt from Section 409A of the Code and ambiguous as to its compliance with Section 409A of the Code, the provision shall be read in such a manner to comply with Section 409A of the Code. Each payment pursuant to this Plan is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2). The parties agree that this Plan may be amended, as reasonably requested by either party, and as may be necessary to fully comply with Section 409A of the Code and all related rules and regulations in order to preserve the payments and benefits provided hereunder without additional cost to either party.

(c) To the extent that any payment or benefit described in this Plan constitutes "non-qualified deferred compensation" under Section 409A of the Code, and to the extent that such payment or benefit is payable upon the Covered Executive's termination of employment, then such payments or benefits shall be payable only upon the Covered Executive's "separation from service." The determination of whether and when a separation from service has occurred shall be made in accordance with the presumptions set forth in Treasury Regulation Section 1.409A-1(h).

(d) All in-kind benefits provided and expenses eligible for reimbursement under this Plan shall be provided by the Company (or its Subsidiaries, as applicable), or incurred by the Covered Executive during the time periods set forth in this Plan. All reimbursements shall be paid as soon as administratively practicable, but in no event shall any reimbursement be paid after the last day of the taxable year following the taxable year in which the expense was incurred. The amount of in-kind benefits provided or reimbursable expenses incurred in one taxable year shall not affect the in-kind benefits to be provided or the expenses eligible for reimbursement in any other taxable year (except for any lifetime or other aggregate limitation applicable to medical expenses). Such right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

(e) The Company and its Subsidiaries make no representation or warranty and shall have no liability to the Covered Executive or any other person if any provisions of this Plan are determined to constitute deferred compensation subject to Section 409A of the Code but do not satisfy an exemption from, or the conditions of, such Section.

12. Notice and Date of Termination.

(a) Notice of Termination. A termination of the Covered Executive's employment shall be communicated by Notice of Termination from the Company (or its Subsidiary, as applicable) to the Covered Executive or vice versa in accordance with this Section.

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(b) Notice to Covered Executive or the Company. Any notices, requests, demands, and other communications provided for by this Plan shall be sufficient if in writing and delivered in person or sent by registered or certified mail, postage prepaid, to a Covered Executive at the last address the Covered Executive has filed in writing with the Company (or its Subsidiary, as applicable), or to the Company at the following physical or email address:

Unity Software Inc.
Attention: Anirma Gupta, General Counsel
30 3rd Street
San Francisco, CA 94103
anirma.gupta@unity3d.com

With a copy to:
Unity Software Inc.
Attention: John Riccitiello, Chief Executive Officer
30 3rd Street
San Francisco, CA 94103
jr@unity3d.com

13. No Mitigation. The Covered Executive is not required to seek other employment or to attempt in any way to reduce any amounts payable to the Covered Executive by the Company (or its Subsidiary, as applicable) under this Plan.

14. Benefits and Burdens. This Plan shall inure to the benefit of and be binding upon the Company (or its Subsidiary, as applicable) and the Covered Executives, their respective successors, executors, administrators, heirs and permitted assigns. In the event of a Covered Executive's death after a termination of employment but prior to the completion by the Company (or its Subsidiary, as applicable) of all payments due to him or her under this Plan, the Company (or its Subsidiary, as applicable) shall continue such payments to the Covered Executive's beneficiary designated in writing to the Company (or its Subsidiary, as applicable) prior to his or her death (or to his or her estate, if the Covered Executive fails to make such designation).

15. Enforceability. If any portion or provision of this Plan shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Plan, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Plan shall be valid and enforceable to the fullest extent permitted by law.

16. Waiver. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Plan, or the waiver by any party of any breach of this Plan, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

17. Non-Duplication of Benefits and Effect on Other Plans. Notwithstanding any other provision in the Plan to the contrary, the benefits provided hereunder shall be in lieu of any other severance payments and/or benefits provided by the Company or any of its Subsidiaries, including, without limitation, any such payments and/or benefits pursuant to an employment agreement or offer letter between the Company (or its Subsidiary, as applicable) and the Covered Executive.

18. No Contract of Employment. Nothing in this Plan shall be construed as giving any Covered Executive any right to be retained in the employ of the Company or any of its Subsidiaries or shall affect the terms and conditions of a Covered Executive's employment with the Company or any of its Subsidiaries.

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19. Amendment or Termination of Plan. The Company may amend or terminate this Plan at any time or from time to time, but no such action shall adversely affect the rights of any Covered Executive without the Covered Executive's written consent.

20. Governing Law. This Plan shall be construed under and be governed in all respects by the laws of the State of Delaware, without giving effect to the conflict of laws principles.

21. Obligations of Successors. In addition to any obligations imposed by law upon any successor to the Company, any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Company shall expressly assume and agree to perform this Plan in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place.

22. Effectiveness and Term. The Executive Severance Plan is effective as of March 7, 2023 (the "Effective Date").

Exhibit A

Covered Executives

Individual	**Title**
Marc Whitten	President, Create
Luis Visoso	Executive Vice President and Chief Financial Officer
Carol Carpenter	Senior Vice President and Chief Marketing Officer
Anirma Gupta	Senior Vice President and Chief Legal Officer

Exhibit 10.4

January 16, 2024
Felix The

Re: Employment Terms with Unity Technologies SF

Dear Felix:

You are currently employed with Unity Technologies SF (the "Company"). This letter agreement confirms the existing terms and conditions of your employment. This letter agreement shall supersede and replace in entirety your existing offer letter from the Company dated December 5, 2016.

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1. **Position**. You are serving in a full-time capacity as SVP Product and Technology, Grow, reporting to the CEO, working in our offices located in San Francisco, CA. You will be expected to travel as appropriate. Subject to the other provisions of this letter agreement, we may change your position, duties, and work location from time to time at our discretion.

2. **Salary**. Your salary is US $30,000.00 per month (US $360,000.00 on an annualized basis), paid out on a semi-monthly basis less all applicable taxes, withholdings, and deductions as required by law. This salary will be subject to adjustment pursuant to the Company's employee compensation policies in effect from time to time.

3. **Corporate Bonus**. You are eligible to receive a discretionary corporate bonus of up to 60% of your earned annual salary during the previous fiscal year pursuant to the terms of the discretionary bonus letter provided to you outside of this agreement and only to the extent determined appropriate by the Company in its sole discretion. In order to be eligible to receive a corporate bonus, you must be employed by the Company on the date that corporate bonuses are paid. Any bonus amount will be paid out less all applicable taxes, withholdings, and deductions required by law.

4. **Benefits**. You are eligible to continue to participate in any US benefits plans offered to the employees of the Company. The Company may modify benefits policies from time-to-time, as it deems necessary.

5. **Confidentiality**; Company Rules and Policies. You remain subject to the terms of the Employee Nondisclosure, Assignment and Non-Solicitation Agreement that you previously executed. You are also expected to comply with the Company's rules and policies. Finally, during the period that you render services to the Company, you agree to not engage in any employment, business or activity that is in any way competitive with the business or proposed business of the Company. You will disclose to the Company in writing any other gainful employment, business or activity that you are currently associated with or participate in so the company may assess whether a conflict exists. You will not assist any other person or organization in competing with the Company or in preparing to engage in competition with the business or proposed business of the Company. In order to retain necessary flexibility in the administration of its policies and procedures, the Company reserves the right to change or revise its policies, procedures, and benefits at any time.

6. **Equity**. You have been granted various equity interests in the Company. Those equity interests shall continue to be governed in all respects by the terms of the applicable equity agreements, grant notices and equity plans.

7. **Executive Severance Plan**. You will be eligible for severance benefits under the terms of the Senior Executive Severance Plan ("Severance Plan"), subject to the approval of the Human Capital and Compensation Committee of Unity Software Inc..

8. **At Will Employment**. Your employment with the Board.

2.12. "Common Stock" shall mean Company remains at-will, which means the common stock employment relationship can be terminated by either of us for any reason, at any time, with or without prior notice and with or without cause. Any modification or change in your at will employment status may only occur by way of a written employment agreement signed by you and the Chief People Officer of the Company.

2.13. "Companies Law" shall mean the Israel Companies Law, 5759-1999, and the regulations promulgated thereunder, all as amended from time to time.

2.14. "Consultant" means any person, including an advisor, who (i) was not employed by or otherwise providing services to the Company or any Affiliate (other than ironSource or its subsidiaries acquired by the Company under the Merger Agreement) at or immediately prior to the Effective Time; and (ii) is engaged by the Company or an Affiliate to render consulting or advisory services and is compensated for such services. Notwithstanding the foregoing, a person is treated as a Consultant under this Plan only if a Form S-8 Registration Statement under the Securities Act is available to register either the offer or the sale of the Company's securities to such person.

2.15. "Continuous Service" shall mean that9. **Arbitration**. To the Grantee's service fullest extent permitted by applicable law, you and the Company agree to submit to mandatory binding arbitration of any and all claims arising out of or related to your employment with the Company or an Affiliate, whether as an Employee, or Consultant, is not interrupted or terminated, but also and the termination thereof, including where an Employee or Consultant has a change in status and provides service as a Director. Without limiting the foregoing, a change in the capacity in which the Participant renders service to claims by the Company, or an Affiliate as an Employee or Consultant or a change in the Entity for which the Grantee renders such service, provided that there is no interruption or termination of the Participant's service with claims against the Company, and claims against any current or an Affiliate, will not terminate a

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Grantee's Continuous Service; provided, however, that if the Entity for which a Grantee is rendering services ceases to qualify as an Affiliate, as determined by the Board, such Grantee's Continuous Service will be considered to have terminated on the date such Entity ceases to qualify as an Affiliate. To the extent permitted by Applicable Law, the Board former parent, affiliate, subsidiary, or the Chief Executive Officer of the Company, in that party's sole discretion, may determine whether Continuous Service will be considered interrupted in the case of (i) any leave of absence approved by the Board or Chief Executive Officer, including sick leave, military leave or any other personal leave, or (ii) transfers between the Company, an Affiliate, or their successors. Notwithstanding the foregoing, a leave of absence will be treated as Continuous Service for purposes of vesting in an Award only to such extent as may be provided in the Company's leave of absence policy, in the written terms of any leave of absence agreement or policy applicable to the Grantee, or as otherwise required by Applicable Law. In addition, to the extent required for exemption from or compliance with Section 409A, the determination of whether there has been a termination of Continuous Service will be made, and such term will be construed, in a manner that is consistent with the definition of "separation from service" as defined under U.S. Treasury Regulation Section 1.409A-1(h) (without regard to any alternative definition thereunder).

2.16. "Controlling Shareholder" shall have the meaning set forth in Section 32(9) of the Ordinance.

2.17. "Corporate Transaction" shall mean the consummation, in a single transaction or in a series of related transactions, of any one or more of the following events:

2.17(a). a saleor other disposition of all or substantially all, as determined by the Board, of the consolidated assets successor of the Company, and its Subsidiaries;

2.17(b). a sale each of the Company's and these entities' respective officers, directors, agents or employees. To the fullest extent permitted by applicable law, this includes, but is not limited to, tort claims, contract claims, statutory claims, and claims for unpaid wages or other disposition forms of compensation, wrongful termination, retaliation, and/or discrimination (including harassment) based upon any federal, state or other ordinance, statute, regulation or constitutional provision, except that each party may, at least 50% its, his or her option, seek injunctive relief in court related to the improper use, disclosure or misappropriation of a party's proprietary, confidential or trade secret information. All arbitration hearings shall be conducted in San Francisco, California (or another mutually agreeable location). THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO SUCH CLAIMS. The parties further agree that any arbitrable claims shall be resolved on an individual basis, and you agree to waive your right, to the extent allowed by applicable law, to consolidate any arbitrable claims with the claims of any other person in a class or collective action. This Agreement does not restrict your right to file administrative claims you may bring before any government agency where, as a matter of law, the parties may not restrict the employee's ability to file such claims (including, but not limited to, the National Labor Relations Board, Equal Employment Opportunity Commission, disputes solely before government agencies, claims under applicable workers' compensation law, and unemployment claims). However, the parties agree that, to the fullest extent permitted by law, arbitration shall be final and binding on the parties and shall be the exclusive remedy for the subject matter of such administrative claims. Further, this Agreement does not apply to claims that have been expressly excluded from mandatory arbitration by a governing law not preempted by the Federal Arbitration Act, including but not limited to a sexual assault dispute and sexual harassment dispute as defined under applicable federal law. The arbitration shall be conducted through JAMS before a single neutral arbitrator, in accordance with the JAMS employment arbitration rules then in effect. The Company agrees to pay the fees and costs of the outstanding securities arbitrator. The JAMS rules may be found and reviewed at http://www.jamsadr.com/rules-employment-arbitration. If you are unable to access these rules, inform the Company's Human Resources Department and a hardcopy will be provided to you. To initiate an arbitration, you or the Company must submit a demand for arbitration to JAMS and the Company will timely pay the JAMS initial invoice. As in any arbitration, the burden of proof shall be allocated as provided by applicable law. The arbitrator shall apply the applicable substantive law in deciding the claims at issue. Claims will be governed by their applicable statute of limitations and failure to demand arbitration within the prescribed time period shall bar the claims as provided by law. The arbitrator shall issue a written decision that contains the essential findings and conclusions on which the decision is based. The arbitrator shall have the same authority as a court to award equitable relief, damages, costs, and fees (excluding the costs and fees of the Company; arbitrator) as provided by law for the particular claims asserted.

2.17(c) a merger, consolidation or similar transaction following which This arbitration clause shall be governed by and construed in all respects under the terms of the Federal Arbitration Act and the California Arbitration Act, including Cal. Civ. Proc. Code § 1283.05.

10. **Entire Agreement**. This letter agreement, together with your Employee Nondisclosure, Assignment and Non-Solicitation Agreement, equity agreements and other agreements referenced herein, form the complete and exclusive statement of your employment agreement with the Company is not the surviving corporation; and supersedes any other agreements or

2.17(d) a merger, consolidation promises made to you by anyone, whether oral or similar transaction following which the Company is the surviving corporation but the Shares outstanding immediately preceding the merger, consolidation or similar transaction are converted or exchanged by virtue of the merger, consolidation or similar transaction into other property, whether in the form of securities, cash or otherwise.

2.18. "Director" means a member of the Board.

2.19. "Disability" shall mean, written, with respect to a Grantee, such Grantee the subject matter hereof.

11. **Severability**. If any term of this letter is unable held to engage in any substantial gainful activity by reason of any medically determinable physical be invalid, void, or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months, as provided in Section 22(e)(3) unenforceable, the remainder of the Code, terms herein will remain in full force and effect and will in no way

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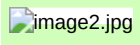
be determined by affected, and the Board on parties will use their best efforts to find an alternative way to achieve the basis of such medical evidence as the Board deems warranted under the circumstances.

2.20. “Effective Time” shall mean the time the “Certificate of Merger” (as such term is defined in the Merger Agreement) is filed with the Registrar of Companies of the State of Israel or such later time as may be mutually agreed to in writing by the Company and ironSource and specified in the Certificate of Merger.

2.21. “Employee” shall mean any person who (i) was not employed by or otherwise providing services to the Company or any Affiliate (other than ironSource or its subsidiaries acquired by the Company under the Merger Agreement) at or immediately prior to the Effective Time; and (ii) is employed by the Company or an Affiliate; provided, however, that service solely as a Director, or payment of a fee for such services, will not cause a Director to be considered an “Employee” for purposes of the Plan. same result.



2.22. “Employer” means, for purpose12. **Governing Law**. The terms of a 102 Trustee Award, this letter and the resolution of any dispute as to the meaning, effect, performance or validity of this letter or arising out of, related to, or in any way connected with this letter, your employment with the Company or an Affiliate, Subsidiary or Parent thereof, which is an “employing company” within any other relationship between you and the meaning and Company (a “Dispute”) will be governed by the laws of the State of California, without giving effect to the principles of conflict of laws. To the extent not subject to arbitration as described above, you and the conditions Company consent to the exclusive jurisdiction of, Section 102(a) and venue in, the state courts in San Francisco County in the State of California (or in the event of exclusive federal jurisdiction, the courts of the Ordinance.

2.23. “Entity” shall mean a corporation, partnership, limited liability company or other entity.

2.24. “Exchange Act” shall mean the U.S. Securities Exchange Act Northern District of 1934, as amended, and the rules and regulations promulgated thereunder.

2.25. “Exercise Period” shall mean the period, commencing on the date of grant of an Award, during which an Award shall be exercisable, subject to any vesting provisions thereof (including any acceleration thereof, if any) and subject to the termination provisions hereof.

2.26. “Exercise Price” shall mean the exercise price for each Share covered by an Option or the purchase price for each Share covered by any other Award.

2.27. “Fair Market Value” shall mean, as of any date, unless otherwise determined by the Board, the value of the Common Stock (as determined on a per share or aggregate basis, as applicable) determined as follows: (i) if the Common Stock is listed on any established stock exchange or traded on any established market, the Fair Market Value will be the closing sales price for such stock as quoted on such exchange or market (or the exchange or market with the greatest volume of trading in the Common Stock) on the date of determination, as reported in a source the Board deems reliable; (ii) if there is no closing sales price for the Common Stock on the date of determination, then the Fair Market Value will be the closing selling price on the last preceding date for which such quotation exists; and (iii) in the absence of such markets for the Common Stock, or if otherwise determined by the Board, the Fair Market Value will be determined by the Board in good faith and in a manner that complies with Sections 409A and 422 of the Code.

2.28. “Grantee” shall mean a person who has been granted an Award(s) under this Plan.

2.29. “Grant Notice” shall mean the notice provided to a Grantee that he or she has been granted an Award under the Plan and which includes the name of the Grantee, the type of Award, the date of grant of the Award, number of Shares subject to the Award or potential cash payment right, (if any), the vesting schedule for the Award (if any) and other key terms applicable to the Award.

2.30. “Materially Impair” shallmean any amendment to the terms of the Award that materially adversely affects the Grantee’s rights under the Award. A Grantee’s rights under an Award will not be deemed to have been Materially Impaired by any such amendment if the Board, in its sole discretion, determines that the amendment, taken as a whole, does not materially impair the Grantee’s rights. For example, the following types of amendments to the terms of an Award do not Materially Impair the Grantee’s rights under the Award: (i) imposition of reasonable restrictions on the minimum number of shares subject to an Option that may be exercised, (ii) to clarify the manner of exemption from, or to bring the Award into compliance with or qualify it for an exemption from, Section 409A; or (iii) to comply with other Applicable Laws.

2.31. “Merger Agreement” shall mean the Agreement and Plan of Merger by and among the Company, ironSource, and Ursa Aroma Merger Subsidiary Ltd. dated as of July 13, 2022.

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2.32. “Officer” means a person who is an officer of the Company within the meaning of Section 16 of the Exchange Act.

2.33. “Option” shall mean an option to purchase Shares granted pursuant to the Plan which does not qualify as an incentive stock option under the Code.

2.34. “Ordinance” shall mean the Israeli Income Tax Ordinance (New Version) 1961, and the regulations and rules (including the Rules) promulgated thereunder, all as amended from time to time.

2.35. “Parent” shall mean any company (other than the Company), which now exists or is hereafter organized, in an unbroken chain of companies ending with the Company if, at the time of granting an Award, each of the companies (other than the Company) owns stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other companies in such chain.

2.36. “Performance Criteria” shall mean the one or more criteria that the Board will select for purposes of establishing the Performance Goals for a Performance Period. The Performance Criteria that will be used to establish such Performance Goals may be based on any one of, or combination of, the following as determined by the Board: earnings (including earnings per share and net earnings); earnings before interest, taxes and depreciation; earnings before interest, taxes, depreciation and amortization; total stockholder return; return on equity or average stockholder’s equity; return on assets, investment, or capital employed; stock price; margin (including gross margin); income (before or after taxes); operating income measures; operating income after taxes; pre-tax profit; operating cash flow; sales or revenue targets; increases in revenue or product revenue; expenses and cost reduction goals; improvement in or attainment of working capital levels; economic value added (or an equivalent metric); market share; cash flow; cash flow per share; share price performance; debt reduction; bookings measures; customer satisfaction; stockholders’ equity; capital expenditures; debt levels; operating profit or net operating profit; workforce diversity; growth of net income or operating income; billings; financing; regulatory milestones; stockholder liquidity; corporate governance and compliance; intellectual property; personnel matters; progress of internal research; progress of partnered programs; partner satisfaction; budget management; partner or collaborator achievements; internal controls, including those related to the Sarbanes-Oxley Act of 2002; investor relations, analysts and communication; implementation or completion of projects or processes; employee retention; number of users, including unique users; strategic partnerships or transactions (including in-licensing and out-licensing of intellectual property); establishing relationships with respect to the marketing, distribution and sale of the Company’s products; supply chain achievements; co-development, co-marketing, profit sharing, joint venture or other similar arrangements; individual performance goals; corporate development and planning goals; and other measures of performance selected by the Board or Committee.

2.37. “Performance Goals” shall mean, for a Performance Period, the one or more goals established by the Board for the Performance Period based upon the Performance Criteria. Performance Goals may be based on a Company-wide basis, with respect to one or more business units, divisions, Affiliates, or business segments, and in either absolute terms or relative to the performance of one or more comparable companies or the performance of one or more relevant indices. Unless specified otherwise by the Board (i) in the Award Agreement at the time the Award is granted or (ii) in such other document setting forth the Performance Goals at the time the Performance Goals are established, the Board will appropriately make adjustments in the method of calculating the attainment of Performance Goals for a Performance Period as follows: (1) to exclude restructuring and/or other nonrecurring charges; (2) to exclude exchange rate effects; (3) to exclude the effects of changes to generally accepted accounting principles; (4) to exclude the effects of any statutory adjustments to corporate tax rates; (5) to exclude the effects of items that are “unusual” in nature or occur “infrequently” as determined under generally accepted accounting principles; (6) to exclude the dilutive effects of acquisitions or joint ventures; (7) to assume that any business divested by the Company achieved performance objectives at targeted levels during the balance of a Performance Period following such divestiture; (8) to exclude the effect of any change in the outstanding Shares by reason of any stock dividend or split, stock repurchase, reorganization, recapitalization, merger, consolidation, spin-off, combination or exchange of shares or other similar corporate change, or any distributions to common stockholders other than regular cash dividends; (9) to

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exclude the effects of stock based compensation and the award of bonuses under the Company's bonus plans; (10) to exclude costs incurred in connection with potential acquisitions or divestitures that are required to be expensed under generally accepted accounting principles; and (11) to exclude the goodwill and intangible asset impairment charges that are required to be recorded under generally accepted accounting principles. In addition, the Board retains the discretion to reduce or eliminate the compensation or economic benefit due upon attainment of Performance Goals and to define the manner of calculating the Performance Criteria it selects to use for such Performance Period. Partial achievement of the specified criteria may result in the payment or vesting corresponding to the degree of achievement as specified in the Award Agreement or the written terms of a Performance Cash Award.

2.38. "Performance Period" shall mean the period of time selected by the Board over which the attainment of one or more Performance Goals will be measured for the purpose of determining a Grantee's right to vesting or exercise of an Award. Performance Periods may be of varying and overlapping duration, at the sole discretion of the Board.

2.39. "Plan Administrator" shall mean the person, persons, and/or third-party administrator designated by the Company to administer the day to day operations of the Plan and the Company's other equity incentive programs.

2.40. "Post-Termination Exercise Period" shall mean the period following termination of a Grantee's Continuous Service within which an Option or stock appreciation right is exercisable.

2.41. "Rule 16b-3" shall mean Rule 16b-3 promulgated under the Exchange Act or any successor to Rule 16b-3, as in effect from time to time.

2.42. "Section 409A" shall mean Section 409A of the Code and the regulations and other guidance thereunder.

2.43. "Securities Act" shall mean the U.S. Securities Act of 1933, and the rules and regulations promulgated thereunder, all as amended from time to time.

2.44. "Shares" shall mean the shares of Common Stock.

2.45. "Subsidiary" shall mean any company (other than the Company), which now exists or is hereafter organized or acquired by the Company in an unbroken chain of companies beginning with the Company if, at the time of granting an Award, each of the companies other than the last company in the unbroken chain owns stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other companies in such chain.

2.46. "tax(es)" shall mean (a) all federal, state, local or foreign taxes, charges, fees, imposts, levies or other assessments, including all income, capital gains, alternative or add-on minimum, transfer, value added tax, real and personal property, withholding, payroll, employment, escheat, social security, disability, national security, health tax, wealth surtax, stamp, registration and estimated taxes, customs duties, fees, assessments and charges of any similar kind whatsoever (including under Section 280G or 409A of the Code) or other tax of any kind whatsoever, (b) all interest, indexation differentials, penalties, fines, additions to tax or additional amounts imposed by any taxing authority California in connection with any item described in clause (a), (c) Dispute or any transferee or successor liability in respect of claim related to any items described in clauses (a) or (b) payable by reason of contract, assumption, transferee liability, successor liability, operation of Applicable Law, or as a result of any express or implied obligation Dispute).

Please sign and date this letter agreement below to assume taxes or to indemnify any other person, and (d) any liability for the payment of any amounts of the type described in clause (a) or (b) payable as a result of being a member of an affiliated, consolidated, combined, unitary or aggregate or other group for any taxable period, including under U.S. Treasury Regulations Section 1.1502-6(a) (or any predecessor or successor thereof of any analogous or similar provision under Applicable Law) or otherwise.

2.47. "Trustee" shall mean the trustee appointed by the Committee to hold the Awards (and, in relation indicate your agreement with 102 Trustee Awards, approved by the ITA), if so appointed.

2.48. Other Defined Terms. The following terms shall have the meanings ascribed to them in the Sections set forth below: its terms.

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Very truly yours,

Term	Section
102 Awards	1.3(i)
102 Capital Gain Track Awards	8.1
102 Non-Trustee Awards	8.2
102 Ordinary Income Track Awards	8.1
102 Trustee Awards	8.1
3(i) Awards	1.3(ii)
Company	1.1
Effective Date	22.1
Election	8.2
Eligible 102 Grantees	8.3
ironSource	1.1
ITA	1.3(i)
Plan	1.1
Pool	5.1
Prior Plan(s)	5.3
Required Holding Period	8.5
Restricted Period	10.2
Rules	1.3(i)
Withholding Obligations	16.5

By.

3.ADMINISTRATION.

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3.1. To the extent permitted under Applicable Law and any governing document of the Company, this Plan shall be administered by the Committee. In the event that the Board does not appoint or establish a committee to administer this Plan, this Plan shall be administered by the Board, and, accordingly, any and all references herein to the Committee shall be construed as references to the Board. In the event that an action necessary for the administration of this Plan is required under Applicable Law to be taken by the Board without the right of delegation, or if such action or power was explicitly reserved by the Board in appointing, establishing and empowering the Committee, then such action shall be so taken by the Board. In any such event, all references herein to the Committee shall be construed as references to the Board. Even if such a Committee was appointed or established, the Board may take any actions that are stated to be vested in the Committee, and shall not be restricted or limited from exercising all rights, powers and authorities under this Plan or Applicable Law.

3.2. Subject to the terms and conditions of this Plan, any mandatory provisions of Applicable Law and any provisions of any Company policy required under mandatory provisions of Applicable Law, and in addition to the Committee's powers contained elsewhere in this Plan, the Committee shall have full authority, in its discretion, from time to time and at any time, to determine any of the following, or to recommend to the Board any of the following if it is not authorized to take such action according to Applicable Law:

(I) eligible Grantees,

(II) grants of Awards and setting the terms and provisions of Award Agreements (which need not be identical) and any other agreements or instruments under which Awards are made, including the number of Shares underlying each Award and the class of shares underlying each award (if more than one class was designated by the board),

(III) the time or times at which Awards shall be granted,

(IV) the terms, conditions and restrictions applicable to each Award (which need not be identical) and any Shares acquired upon the exercise or (if applicable) vesting thereof, including (1) designating awards under section 1.3; (2) the vesting schedule and terms and conditions upon which Awards may be exercised or become vested, (3) the Exercise Price, (4) the method of payment for Shares purchased upon the exercise or (if applicable) vesting of the Awards, (5) the method for satisfaction of any Withholding Obligations, including by the withholding or delivery of Shares, (6) the time of the expiration of the Awards, (7) the effect of termination of the Grantee's Continuous Service, and (8) all other terms, conditions and restrictions applicable to the Award or the Shares not inconsistent with the terms of this Plan,

(V) the interpretation of this Plan and any Award Agreement and the meaning, interpretation and applicability of terms referred to in Applicable Law,

(VI) policies, guidelines, rules and regulations relating to and for carrying out this Plan, and any amendment, supplement or rescission thereof, as it may deem appropriate,

(VII) to adopt supplements to, or alternative versions of, this Plan, including, without limitation, as it deems necessary or desirable to comply with the laws of, or to accommodate the tax regime or custom of, non-U.S. jurisdictions whose citizens or residents may be granted Awards,

(VIII) the Fair Market Value of the Shares or other securities, property or rights,

(IX) the tax track (capital gains, ordinary income track or any other track available under Section 102 of the Ordinance) for the purpose of 102 Awards,

(X) the authorization and approval of conversion, substitution, cancellation or suspension under and in accordance with this Plan of any or all Awards or Shares,

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(XI) the amendment, modification, waiver or supplement of the terms of each outstanding Award (with the consent of the applicable Grantee, if such amendments increase the Exercise Price of Awards, reduce the number of Shares underlying an Award, or otherwise Materially Impair the rights of a Grantee (but, in each case, other than as a result of an adjustment or exercise of rights in accordance with Section 13)) unless otherwise provided under the terms of this Plan,

(XII) without limiting the generality of the foregoing, and subject to the provisions of Applicable Law, to grant to a Grantee, who is the holder of an outstanding Award, in exchange for the cancellation of such Award, a new award having an Exercise Price lower than that provided in the Award so cancelled and containing such other terms and conditions as the Committee may prescribe in accordance with the provisions of this Plan or to set a new Exercise Price for the same Award lower than that previously provided in the Award.

(XIII) to correct any defect, supply any omission or reconcile any inconsistency in this Plan or any Award Agreement and all other determinations and take such other actions with respect to this Plan or any Award as it may deem advisable to the extent not inconsistent with the provisions of this Plan or

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Applicable Law, and

(XIV) any other matter which is necessary or desirable for, or incidental to, the administration of this Plan and any Award thereunder.

3.3 The authority granted hereunder includes the authority to modify Awards and to determine the meaning, interpretation and applicability of terms referred to herein and in any Award Agreement with respect to eligible individuals who are foreign nationals or are individuals who are employed outside Israel to recognize differences in local law, tax policy or custom, in order to effectuate the purposes of this Plan but without amending this Plan.

3.4. The Board and the Committee shall be free at all times to make such determinations and take such actions as they deem fit. The Board and the Committee need not take the same action or determination with respect to all Awards, with respect to certain types of Awards, with respect to all Employees and Consultants or any certain types of Employees and Consultants and actions and determinations may differ as among the Grantees, and as between the Grantees and any other holders of securities of the Company.

3.5. All decisions, determinations, and interpretations of the Committee, the Board and the Company under this Plan shall be final and binding on all Grantees (whether before or after the issuance of Shares pursuant to Awards), unless otherwise determined by the Committee, the Board or the Company, respectively. The Committee shall have the authority (but not the obligation) to determine the interpretation and applicability of Applicable Law to any Grantee or any Awards. No member of the Committee or the Board shall be liable to any Grantee for any action taken or determination made in good faith with respect to this Plan or any Award granted hereunder.

3.6. The Board or any Committee may delegate to one or more Officers the authority to do one or both of the following (i) designate Employees who are not Officers to be recipients of Options (and, to the extent permitted by Applicable Law, other types of Awards) and, to the extent permitted by Applicable Law, the terms thereof, and (ii) determine the number of Shares to be subject to such Awards granted to such Employees; provided, however, that the resolutions or charter adopted by the Board or any Committee evidencing such delegation will specify the total number of Shares that may be subject to the Awards granted by such Officer and that such Officer may not grant an Award to himself or herself. Any such Awards will be granted on the applicable form of Award Agreement most recently approved for use by the Board or the Committee, unless otherwise provided in the resolutions approving the delegation authority. Notwithstanding anything to the contrary herein, neither the Board nor any Committee may delegate to an Officer who is acting solely in the capacity of an Officer (and not also as a Director) the authority to determine the Fair Market Value.

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4. ELIGIBILITY.

Subject to the terms of the Plan, Employees and Consultants are eligible to receive Awards. A person who has been granted an Award hereunder may be granted additional Awards, if the Committee shall so determine, subject to the limitations herein. However, eligibility in accordance with this Section 4 shall not entitle any person to be granted an Award, or, having been granted an Award, to be granted an additional Award.

Awards may differ in number of Shares covered thereby, the terms and conditions applying to them or on the Grantees or in any other respect (including, that there should not be any expectation (and it is hereby disclaimed) that a certain treatment, interpretation or position granted to one shall be applied to the other, regardless of whether or not the facts or circumstances are the same or similar).

5. SHARES.

5.1. The maximum aggregate number of Shares that may be issued pursuant to Awards under this Plan (the “Pool”) shall be the sum of (a) 1,361,808, plus (b) on January 1 of each calendar year beginning on January 1, 2023 and ending on and including January 1, 2030, a number of Shares equal to the lesser of: (i) 5% of the total number of ordinary shares of ironSource outstanding immediately prior to the Effective Time (as multiplied by the Exchange Ratio defined under the Merger Agreement), and (ii) an amount determined by the Board, if so determined prior to the January 1 of the calendar year in which the increase will occur; in all events subject to adjustment as provided in Section 13.1; provided, however, that subsection (b) of this Section 5.1 shall apply only to the extent permitted under Rule 303A.08 of the New York Stock Exchange Listed Company Manual and applicable guidance thereunder and shall be deemed modified as needed to comport with such listing rule and guidance.

5.2. The Board may, at its discretion, reduce the number of Shares that may be issued pursuant to Awards under this Plan, at any time (provided that such reduction does not derogate from any issuance of Shares in respect Awards then outstanding).

5.3. Any Shares (a) underlying an Award granted hereunder or an award granted under the ironSource 2013 Share Incentive Plan (the “Prior Plan”) that has expired, or was cancelled, terminated, forfeited or settled in cash in lieu of issuance of Shares, for any reason, without having been exercised (including any Shares reserved but unallocated under the Prior Plan); (b) if permitted by the Company, tendered to pay the Exercise Price of an Award (or the exercise price or other purchase price of any option or other award under the Prior Plan), or withholding tax obligations with respect to an Award (or any awards under

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the Prior Plan); or (c) if permitted by the Company, subject to an Award (or any award under the Prior Plan) that are not delivered to a Grantee because such Shares are withheld to pay the Exercise Price of such Award (or of any award under the Prior Plan), or withholding tax obligations with respect to such Award (or such other award); shall automatically, and without any further action on the part of the Company or any Grantee, again be available for grant of Awards and Shares issued upon exercise of (if applicable) vesting thereof for the purposes of this Plan (unless this Plan shall have been terminated) or unless the Board determines otherwise. Such Shares may be, in whole or in part, authorized but unissued Shares, (and, subject to obtaining a ruling as it applies to 102 Awards) treasury shares (dormant shares) or Shares otherwise that shall have been or may be repurchased by the Company (to the extent permitted pursuant to Applicable Law).

5.4. Any Shares under the Pool that are not subject to outstanding or exercised Awards at the termination of this Plan shall cease to be reserved for the purpose of this Plan.

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6. TERMS AND CONDITIONS OF AWARDS.

Each Award granted pursuant to this Plan shall be evidenced by a written or electronic Award Agreement, in substantially such form or forms and containing such terms and conditions, as the Committee shall from time to time approve. The Award Agreement shall comply with and be subject to the following general terms and conditions and the provisions of this plan (except for any provisions applying to Awards under different tax regimes), unless otherwise specifically provided in such Award Agreement, or the terms referred to in other sections of this Plan applying to Awards under such applicable tax regimes, or terms prescribed by Applicable Law. Award Agreements need not be in the same form and may differ in the terms and conditions included therein.

6.1. Number of Shares. Each Award Agreement shall state the number of Shares covered by the Award.

6.2. Type of Award. Each Award Agreement may state the type of Award granted thereunder, provided that the tax treatment of any Award, whether or not stated in the Award Agreement, shall be as determined in accordance with Applicable Law.

6.3. Exercise Price. Each Award Agreement shall state the Exercise Price, if applicable. Subject to Section 7.2, the Committee may reduce the Exercise Price of any outstanding Award, on terms and subject to such conditions as it deems advisable. The Exercise Price shall also be subject to adjustment as provided in Section 13 hereof. The Exercise Price of any outstanding Award granted to a Grantee who is subject to U.S. federal income tax shall be determined in accordance with Section 409A.

6.4. Manner of Exercise.

(a) An Award may be exercised, as to any or all Shares as to which the Award has become exercisable, by written notice delivered in person or by mail (or such other methods of delivery prescribed by the Company) to such person as determined by the Committee, or in any other manner as the Committee shall prescribe from time to time, specifying the number of Shares with respect to which the Award is being exercised (which may be equal to or lower than the aggregate number of Shares that have become exercisable at such time, subject to the last sentence of this Section), accompanied by payment of the aggregate Exercise Price for such Shares in the manner specified in the following sentence. The Exercise Price shall be paid in full with respect to each Share, at the time of exercise, either (i) in cash, (ii) by the delivery (on a form prescribed by the Company) of an irrevocable direction to a securities broker approved by the Company to sell Shares and to deliver all or part of the sales proceeds to the Company or the Trustee, (iii) via the Cashless Exercise Mechanism as described in Section 6.4(b) below, or (iv) in such other manner as the Committee shall determine, which may include procedures for cashless exercise. The application of cashless exercise with respect to any 102 Awards shall be subject to obtaining a ruling from the ITA, to the extent required by Applicable Law.

(b) Upon the approval of the Committee, Options may, if the Fair Market Value per Share then exceeds the Exercise Price thereof, be exercised using a cashless exercise mechanism to pay the Exercise Price and the number of the Shares to be issued by the Company shall be calculated pursuant to the following formula (the “Cashless Exercise Mechanism”):

$$X = \frac{Y * (A - B)}{A}$$

Where:

X = the number of Shares to be issued to the Grantee.

Y = the number of Shares, as adjusted to the date of such calculation, underlying the number of Options being exercised.

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A= the Fair Market Value of one Share at the exercise date. B = the exercise price of each Option.

6.5. Term and Vesting of Awards.

(a) Each Award Agreement shall provide the vesting schedule for the Award as determined by the Committee. The Committee shall have the authority to determine the vesting schedule of any outstanding Award at such time and under such circumstances as it, in its sole discretion, deems appropriate, but no later than the date of grant of such Award.

(b) The Award Agreement may contain Performance Goals (which, in case of 102 Trustee Awards, may, if then required, be subject to obtaining a specific tax ruling or determination from the ITA), and the provisions with respect to any Award need not be the same as the provisions with respect to any other Award.

(c) The Exercise Period of an Award will be ten (10) years from the date of grant of the Award, unless otherwise determined by the Committee and stated in the Award Agreement, but subject to the vesting provisions described above and the early termination provisions set forth in Sections 6.6 and 6.7 hereof. At the expiration of the Exercise Period, any Award, or any part thereof, that has not been exercised within the term of the Award and the Shares covered thereby not paid for in accordance with this Plan and the Award Agreement shall terminate and become null and void, and all interests and rights of the Grantee in and to the same shall expire.

6.6. Termination.

(a) Unless otherwise determined by the Committee, and subject to Section 6.7 hereof, an Award may not be exercised unless the Grantee is then providing Continuous Service.

(b) Except as explicitly otherwise provided in the Award Agreement or other written agreement between a Participant and the Company or determined by the Committee, in the event that the Continuous Service of a Grantee shall terminate (other than by reason of death or Disability), all Awards of such Grantee that are unvested at the time of such termination shall terminate on the date of such termination, and all Awards of such Grantee that are vested and exercisable at the time of such termination may be exercised within up to three (3) months after the date of such termination (or such different period as the Committee shall prescribe), but in any event no later than the date of expiration of the Award's term as set forth in the Award Agreement or pursuant to this Plan; provided, however, that if the Company (or the Subsidiary or Affiliate, when applicable) shall terminate the Grantee's Continuous Service for Cause, all Awards theretofore granted to such Grantee (whether vested or not) shall terminate.

(c) Notwithstanding anything to the contrary, the Committee, in its absolute discretion, may, on such terms and conditions as it may determine appropriate, extend the periods for which Awards held by any Grantee may continue to vest and be exercisable; it being clarified that such Awards may lose their entitlement to certain tax benefits under Applicable Law as a result of the modification of such Awards.

(d) For purposes of this Plan, an entity or an Affiliate thereof assuming an Award or issuing in substitution thereof in a transaction to which Section 424(a) of the Code applies or in a Corporate Transaction in accordance with Section 13 shall be deemed as an Affiliate of the Company for purposes of this Section 6.6, unless the Committee determines otherwise.

6.7. Death or Disability of Grantee. Except as explicitly otherwise provided in the Award Agreement or other written agreement between a Participant and the Company, if a Grantee shall die while employed by, or performing service for, the Company or its Affiliates, or within the three (3) month period (or such longer period of time as determined by the Committee, in its discretion) after the date of termination of such Grantee's Continuous Service (or within such different period as the Committee may have provided pursuant to Section 6.6 hereof), or if the Grantee's Continuous Service shall terminate by reason of

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Disability, all Awards theretofore granted to such Grantee may (to the extent otherwise vested and exercisable and unless earlier terminated in accordance with their terms) be exercised by the Grantee or by the Grantee's estate or by a person who acquired the legal right to exercise such Awards by bequest or inheritance, or by a person who acquired the legal right to exercise such Awards in accordance with applicable law in the case of Disability of the Grantee, as the case may be, at any time within twelve (12) months (or such longer period of time as determined by the Committee, in its discretion) after the death or Disability of the Grantee (or such different period as the Committee shall prescribe), but in any event no later than the date of expiration of the Award's term as set forth in the Award Agreement or pursuant to this Plan. In the event that an Award granted hereunder shall be exercised as set forth above by any person other than the Grantee, written notice of such exercise shall be accompanied by a certified copy of letters testamentary or proof satisfactory to the Committee of the right of such person to exercise such Award.

6.8. Securities Law Restrictions. Except as otherwise provided in the applicable Award Agreement or other agreement between the Grantee and the Company, if the exercise of an Award following the termination of the Grantee's Continuous Service (other than for Cause) would be prohibited at any time solely because the issuance of Shares would violate the registration requirements under the Securities Act or equivalent requirements under equivalent laws of other applicable jurisdictions, then the Award shall remain exercisable and terminate on the earlier of (i) the expiration of a period of three (3) months (or such longer period of time as determined by the Committee, in its discretion) after the termination of the Grantee's Continuous Service during which the exercise of the Award would not be in such violation, or (ii) the expiration of the term of the Award as set forth in the Award Agreement or pursuant to this Plan. In addition, unless otherwise provided in a Grantee's Award Agreement, if the sale of any Shares received upon exercise or (if applicable) vesting of an Award following the termination of the Grantee's Continuous Service (other than for Cause) would violate the Company's insider trading policy, then the Award shall terminate on the earlier of (i) the expiration of a period equal to the applicable post-termination exercise period after the termination of the Grantee's Continuous Service during which the exercise of the Award would not be in violation of the Company's insider trading policy, or (ii) the expiration of the term of the Award as set forth in the applicable Award Agreement or pursuant to this Plan.

6.9. Other Provisions. The Award Agreement evidencing Awards under this Plan shall contain such other terms and conditions not inconsistent with this Plan as the Committee may determine, at or after the date of grant, including provisions in connection with the restrictions on transferring the Awards or Shares covered by such Awards, which shall be binding upon the Grantees and any purchaser, assignee or transferee of any Awards, and other terms and conditions as the Committee shall deem appropriate.

7. STOCK OPTIONS.

Awards granted pursuant to this Section 7 are intended to constitute nonqualified Options for U.S. federal tax purposes and shall be subject to the general terms and conditions specified in Section 6 hereof and other provisions of this Plan, except for any provisions of this Plan applying to Awards under different tax laws or regulations. In the event of any inconsistency or contradictions between the provisions of this Section 7 and the other terms of this Plan, this Section 7 shall prevail.

7.1. Certain Limitations on Eligibility for Options. Options may not be granted to an Employee or Consultant who is deemed to be a resident of the United States for purposes of taxation or who is otherwise subject to United States federal income tax unless the Shares underlying such Options constitute "service recipient stock" under Section 409A or unless such Options comply with the payment requirements of Section 409A.

7.2. Exercise Price. The Exercise Price of an Option shall not be less than 100% of the Fair Market Value of a Share on the date of grant of such Option unless the Committee specifically indicates that the Awards will have a lower Exercise Price and the Award complies with Section 409A. Notwithstanding the foregoing, an Option may be granted with an exercise price lower than the minimum exercise price set forth above if such Award is granted pursuant to an assumption or substitution for another option in a manner qualifying under the provisions of that complies with Section 424(a) of the Code or 1.409A-1(b)(5)(v)(D) of the U.S. Treasury Regulations or any successor guidance.

8. 102 AWARDS.

Awards granted pursuant to this Section 8 are intended to constitute 102 Awards and shall be granted subject to the following special terms and conditions, the general terms and conditions specified in Section 6 hereof and other provisions of this Plan, except for any provisions of this Plan applying to Awards under different tax laws or regulations. In the event of any inconsistency or contradictions between the provisions of this Section 8 and the other terms of this Plan, this Section 8 shall prevail.

8.1. Tracks. Awards granted pursuant to this Section 8 are intended to be granted pursuant to Section 102 of the Ordinance pursuant to either (i) Section 102(b)(2) or (3) thereof (as applicable), under the capital gain track ("102 Capital Gain Track Awards"), or (ii) Section 102(b)(1) thereof under the ordinary income track ("102 Ordinary Income Track Awards", and together with 102 Capital Gain Track Awards, "102 Trustee Awards"). 102 Trustee Awards shall be

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granted subject to the special terms and conditions contained in this Section 8, the general terms and conditions specified in Section 6 hereof and other provisions of this Plan, except for any provisions of this Plan applying to Options under different tax laws or regulations.

8.2. Election of Track. Subject to Applicable Law, the Company may grant only one type of 102 Trustee Awards at any given time to all Grantees who are to be granted 102 Trustee Awards pursuant to this Plan, and shall file an election with the ITA regarding the type of 102 Trustee Awards it elects to grant before the date of grant of any 102 Trustee Awards (the "Election"). Such Election shall also apply to any other securities, including bonus shares, received by any Grantee as a result of holding the 102 Trustee Awards. The Company may change the type of 102 Trustee Awards that it elects to grant only after the expiration of at least 12 months from the end of the year in which the first grant was made in accordance with the previous Election, or as otherwise provided by Applicable Law. Any Election shall not prevent the Company from granting Awards, pursuant to Section 102(c) of the Ordinance without a Trustee ("102 Non-Trustee Awards").

8.3. Eligibility for Awards.

(a) Subject to Applicable Law, 102 Awards may only be granted to an "employee" within the meaning of Section 102(a) of the Ordinance (which as of the date of the adoption of this Plan means (i) individuals employed by an Israeli company being the Company or any of its Affiliates, and (ii) individuals who are serving and are engaged personally (and not through an entity) as "office holders" by such an Israeli company), but may not be granted to a Controlling Shareholder ("Eligible 102 Grantees"). Eligible 102 Grantees may receive only 102 Awards, which may either be granted to a Trustee or granted under Section 102 of the Ordinance without a Trustee.

8.4. 102 Award Grant Date.

(a) Each 102 Award will be deemed granted on the date determined by the Committee, subject to Section 8.4(b), provided that (i) the Grantee has signed all documents required by the Company or pursuant to Applicable Law, and (ii) with respect to 102 Trustee Award, the Company has provided all applicable documents to the Trustee in accordance with the guidelines published by the ITA, and if an agreement is not signed and delivered by the Grantee within 90 days from the date determined by the Committee (subject to Section 8.4(b)), then such 102 Trustee Award shall be deemed granted on such later date as such agreement is signed and delivered and on which the Company has provided all applicable documents to the Trustee in accordance with the guidelines published by the ITA. In the case of any contradiction, this provision and the date of grant determined pursuant hereto shall supersede and be deemed to amend any date of grant indicated in any corporate resolution or Award Agreement.

(b) Unless otherwise permitted by the Ordinance, any grants of 102 Trustee Awards that are made on or after the date of the adoption of this Plan or an amendment to this Plan, as the case may be, that may become effective only at the expiration of thirty (30) days after the filing of this Plan or any amendment thereof (as the case may be) with the ITA in accordance with the Ordinance shall be conditional upon the expiration of such 30-day period, such condition shall be read and is incorporated by reference into any corporate resolutions approving such grants and into any Award Agreement evidencing such grants (whether or not explicitly referring to such condition), and the date of grant shall be at the expiration of such 30-day period, whether or not the date of grant indicated therein corresponds with this Section. In the case of any contradiction, this provision and the date of grant determined pursuant hereto shall supersede and be deemed to amend any date of grant indicated in any corporate resolution or Award Agreement.

8.5. 102 Trustee Awards.

(a) Each 102 Trustee Award, each Share issued pursuant to the exercise of any 102 Trustee Award, and any rights granted thereunder, including bonus shares, shall be issued to and registered in the name of the Trustee and shall be held in trust for the benefit of the Grantee for the requisite period prescribed by the Ordinance (the "Required Holding Period"). In the event that the requirements under Section 102 of the Ordinance to qualify an Award as a 102 Trustee Award are not met, then the Award may be treated as a 102 Non-Trustee Award or 3(i) Award, all in accordance with the provisions of the Ordinance. After expiration of the Required Holding Period, the Trustee may release such 102 Trustee Awards and any such Shares, provided that (i) the Trustee has received an acknowledgment from the ITA that the Grantee has paid any applicable taxes due pursuant to the Ordinance, or (ii) the Trustee and/or the Company and/or the Employer withholds all applicable taxes and compulsory payments due pursuant to the Ordinance arising from the 102 Trustee Awards and/or any Shares issued upon exercise or (if applicable) vesting of such 102 Trustee Awards. The Trustee shall not release any 102 Trustee Awards or Shares issued upon exercise or (if applicable) vesting thereof prior to the payment in full of the Grantee's tax and compulsory payments arising from such 102 Trustee Awards and/or Shares or the withholding referred to in (ii) above.

(b) Each 102 Trustee Award shall be subject to the relevant terms of the Ordinance, the Rules and any determinations, rulings or approvals issued by the ITA, which shall be deemed an integral part of the 102 Trustee Awards and shall prevail over any term contained in this Plan or Award Agreement that is not

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consistent therewith. Any provision of the Ordinance, the Rules and any determinations, rulings or approvals by the ITA not expressly specified in this Plan or Award Agreement that are necessary to receive or maintain any tax benefit pursuant to Section 102 of the Ordinance shall be binding on the Grantee. Any Grantee granted a 102 Trustee Awards shall comply with the Ordinance and the terms and conditions of the trust agreement entered into between the Company and the Trustee. The Grantee shall execute any and all documents that the Company and/or its Affiliates and/or the Trustee determine from time to time to be necessary in order to comply with the Ordinance and the Rules.

(c) During the Required Holding Period, the Grantee shall not release from trust or sell, assign, transfer or give as collateral, the Shares issuable upon the exercise or (if applicable) vesting of a 102 Trustee Awards and/or any securities issued or distributed with respect thereto, until the expiration of the Required Holding Period. Notwithstanding the above, if any such sale, release or other action occurs during the Required Holding Period it may result in adverse tax consequences to the Grantee under Section 102 of the Ordinance and the Rules, which shall apply to and shall be borne solely by such Grantee. Subject to the foregoing, the Trustee may, pursuant to a written request from the Grantee, but subject to the terms of this Plan, release and transfer such Shares to a designated third party, provided that both of the following conditions have been fulfilled prior to such release or transfer: (i) payment has been made to the ITA of all taxes and compulsory payments required to be paid upon the release and transfer of the Shares, and confirmation of such payment has been received by the Trustee and the Company, and (ii) the Trustee has received written confirmation from the Company that all requirements for such release and transfer have been fulfilled according to the terms of the Company's corporate documents, any agreement governing the Shares, this Plan, the Award Agreement and any Applicable Law.

(d) If a 102 Trustee Award is exercised or (if applicable) vested, the Shares issued upon such exercise or (if applicable) vesting shall be issued in the name of the Trustee for the benefit of the Grantee.

(e) Upon or after receipt of a 102 Trustee Award, if required, the Grantee may be required to sign an undertaking to release the Trustee from any liability with respect to any action or decision duly taken and executed in good faith by the Trustee in relation to this Plan, or any 102 Trustee Awards or Share granted to such Grantee thereunder.

8.6. 102 Non-Trustee Awards. The foregoing provisions of this Section 8 relating to 102 Trustee Awards shall not apply with respect to 102 Non-Trustee Awards, which shall, however, be subject to the relevant provisions of Section 102 of the Ordinance and the applicable Rules. The Committee may determine that 102 Non-Trustee Awards, the Shares issuable upon the exercise or (if applicable) vesting of a 102 Non-Trustee Awards and/or any securities issued or distributed with respect thereto, shall be allocated or issued to the Trustee, who shall hold such 102 Non-Trustee Awards and all accrued rights thereon (if any), in trust for the benefit of the Grantee and/or the Company, as the case may be, until the full payment of tax arising from the 102 Non-Trustee Awards, the Shares issuable upon the exercise or (if applicable) vesting of a 102 Non-Trustee Awards and/or any securities issued or distributed with respect thereto. The Company may choose, alternatively, to force the Grantee to provide it with a guarantee or other security, to the satisfaction of each of the Trustee and the Company, until the full payment of the applicable taxes.

8.7. Written Grantee Undertaking. To the extent and with respect to any 102 Trustee Award, and as required by Section 102 of the Ordinance and the Rules, by virtue of the receipt of such Award, the Grantee is deemed to have provided, undertaken and confirm the following written undertaking (and such undertaking is deemed incorporated into any documents signed by the Grantee in connection with the Continuous Service of the Grantee and/or the grant of such Award), and which undertaking shall be deemed to apply and relate to all 102 Trustee Awards granted to the Grantee, whether under this Plan or other plans maintained by the Company, and whether prior to or after the date hereof.

(a) The Grantee shall comply with all terms and conditions set forth in Section 102 of the Ordinance with regard to the "Capital Gain Track" or the "Ordinary Income Track", as applicable, and the applicable rules and regulations promulgated thereunder, as amended from time to time;

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(b) The Grantee is familiar with, and understands the provisions of, Section 102 of the Ordinance in general, and the tax arrangement under the “Capital Gain Track” or the “Ordinary Income Track” in particular, and its tax consequences; the Grantee agrees that the 102 Trustee Awards and Shares that may be issued upon exercise or (if applicable) vesting of the 102 Trustee Awards (or otherwise in relation to the 102 Trustee Awards), will be held by the Trustee appointed pursuant to Section 102 of the Ordinance for at least the duration of the “Holding Period” (as such term is defined in Section 102) under the “Capital Gain Track” or the “Ordinary Income Track”, as applicable. The Grantee understands that any release of such 102 Trustee Awards or Shares from trust, or any sale of the Share prior to the termination of the Holding Period, as defined above, will result in taxation at marginal tax rate, in addition to deductions of appropriate social security, health tax contributions or other compulsory payments; and

(c) The Grantee agrees to the trust agreement signed between the Company, the Employer and the Trustee appointed pursuant to Section 102 of the Ordinance.

9. 3(I) AWARDS.

Awards granted pursuant to this Section 9 are intended to constitute 3(i) Awards and shall be granted subject to the general terms and conditions specified in Section 6 hereof and other provisions of this Plan, except for any provisions of this Plan applying to Awards under different tax laws or regulations. In the event of any inconsistency or contradictions between the provisions of this Section 9 and the other terms of this Plan, this Section 9 shall prevail.

9.1. To the extent required by the Ordinance or the ITA or otherwise deemed by the Committee to be advisable, the 3(i) Awards and/or any shares or other securities issued or distributed with respect thereto granted pursuant to this Plan shall be issued to a Trustee nominated by the Committee in accordance with the provisions of the Ordinance or the terms of a trust agreement, as applicable. In such event, the Trustee shall hold such Awards and/or other securities issued or distributed with respect thereto in trust, until exercised or (if applicable) vested by the Grantee and the full payment of tax arising therefrom, pursuant to the Company’s instructions from time to time as set forth in a trust agreement, which will have been entered into between the Company and the Trustee. If determined by the Board or the Committee, and subject to such trust agreement, the Trustee will also hold the shares issuable upon exercise or (if applicable) vesting of the 3(i) Awards, as long as they are held by the Grantee. If determined by the Board or the Committee, and subject to such trust agreement, the Trustee shall be responsible for withholding any taxes to which a Grantee may become liable upon issuance of Shares, whether due to the exercise or (if applicable) vesting of Awards.

9.2. Shares pursuant to a 3(i) Award shall not be issued, unless the Grantee delivers to the Company payment in cash or by bank check or such other form acceptable to the Committee of all withholding taxes due, if any, on account of the Grantee acquired Shares under the Award or gives other assurance satisfactory to the Committee of the payment of those withholding taxes.

10. RESTRICTED SHARES.

The Committee may award restricted shares to any eligible Grantee, including under Section 102 of the Ordinance. Each Award of Restricted shares under this Plan shall be evidenced by a written or electronic Award Agreement, in such form as the Committee shall from time to time approve. The Restricted Shares shall be subject to all applicable terms of this Plan, which in the case of Restricted Shares granted under Section 102 of the Ordinance shall include Section 10 hereof, and may be subject to any other terms that are not inconsistent with this Plan. The Award Agreement shall comply with and be subject to Section 6 and the following terms and conditions, unless otherwise specifically provided in such Award Agreement and not inconsistent with this Plan, or Applicable Law:

10.1. Purchase Price. Section 6.4 shall not apply. Each Award Agreement shall state an amount of Exercise Price to be paid by the Grantee, if any, in consideration for the issuance of the Restricted Shares and the terms of payment thereof, which may include payment in cash or, subject to the Committee’s approval, by issuance of promissory notes or other evidence of indebtedness on such terms and conditions as determined by the Committee.

10.2. Restrictions. Restricted Shares may not be sold, assigned, transferred, pledged, hypothecated or otherwise disposed of, except by will or the laws of descent and distribution (in which case they shall be transferred subject to all restrictions then or thereafter applicable thereto), until such Restricted Shares shall have vested (the period from the date on which the Award is granted until the date of vesting of the Restricted Share thereunder being referred to herein as the “Restricted Period”). The Committee may also impose such additional or alternative restrictions and conditions on the Restricted Shares, as it deems appropriate, including the satisfaction of Performance Goals (which, in case of 102 Trustee Awards, may be subject to obtaining a specific tax ruling or determination from the ITA). Certificates for shares issued pursuant to Restricted Share Awards, if issued, shall bear an appropriate legend referring to such restrictions, and any attempt to dispose of any such shares in contravention of such restrictions shall be null and void and without effect. Such certificates may, if so determined by the Committee, be held in escrow by an escrow agent appointed by the Committee, or, if a Restricted Share Award is

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made pursuant to Section 102 of the Ordinance, by the Trustee. In determining the Restricted Period of an Award the Committee may provide that the foregoing restrictions shall lapse with respect to specified percentages of the awarded Restricted Shares on successive anniversaries of the date of such Award. To the extent required by the Ordinance or the ITA, the Restricted Shares issued pursuant to Section 102 of the Ordinance shall be issued to the Trustee in accordance with the provisions of the Ordinance and the Restricted Shares shall be held for the benefit of the Grantee for at least the Required Holding Period.

10.3. Forfeiture; Repurchase. Subject to such exceptions as may be determined by the Committee, if the Grantee's Continuous Service to the Company or any Affiliate thereof shall terminate for any reason prior to the expiration of the Restricted Period of an Award or prior to the timely payment in full of the Exercise Price of any Restricted Shares, any Shares remaining subject to vesting or with respect to which the purchase price has not been paid in full, shall thereupon be forfeited, transferred to, and redeemed, repurchased or cancelled by, as the case may be, in any manner as set forth by the Committee, subject to Applicable Law and the Grantee shall have no further rights with respect to such Restricted Shares.

10.4. Ownership. During the Restricted Period the Grantee shall possess all incidents of ownership of such Restricted Shares, subject to Section 10.2, including the right to vote and receive dividends with respect to such Shares. All securities, if any, received by a Grantee with respect to Restricted Shares as a result of any stock split, stock dividend, combination of shares, or other similar transaction shall be subject to the restrictions applicable to the original Award.

11. RESTRICTED SHARE UNITS.

An RSU is an Award covering a number of Shares that is settled, if vested and (if applicable) exercised, by issuance of those Shares. An RSU may be awarded to any eligible Grantee, including under Section 102 of the Ordinance. The Award Agreement relating to the grant of RSUs under this Plan shall be in such form as the Committee shall from time to time approve. The RSUs shall be subject to all applicable terms of this Plan, which in the case of RSUs granted under Section 102 of the Ordinance shall include Section 8 hereof, and may be subject to any other terms that are not inconsistent with this Plan. The provisions of the various Restricted Share Unit Agreements entered into under this Plan need not be identical. RSUs may be granted in consideration of a reduction in the recipient's other compensation.

11.1. Exercise Price. No payment of Exercise Price shall be required as consideration for RSUs, unless included in the Award Agreement or as required by Applicable Law (including, Section 304 of the Companies Law), and Section 6.4 shall apply, if applicable.

11.2. Stockholders' Rights. The Grantee shall not possess or own any ownership rights in the Shares underlying the RSUs and no rights as a stockholder shall exist prior to the actual issuance of Shares in the name of the Grantee.

11.3. Settlements of Awards. Settlement of vested RSUs shall be made in the form of Shares or cash (in case of 102 Trustee Awards, the settlement shall be made in the form of shares only). If permitted by the Committee, distribution to a Grantee of an amount (or amounts) from settlement of vested RSUs can be deferred to a date after settlement as determined by the Committee, subject to Section 11.4 below. The amount of a deferred distribution may be increased by an interest factor or by dividend equivalents. Until the grant of RSUs is settled, the number of Shares underlying such RSUs shall be subject to adjustment pursuant hereto.

11.4. Section 409A Restrictions. Notwithstanding anything to the contrary set forth herein, any RSUs granted under this Plan that are not exempt from the requirements of Section 409A shall contain such restrictions or other provisions so that such RSUs will comply with the requirements of Section 409A, if applicable to the Company. Such restrictions, if any, shall be determined by the Committee and contained in the Restricted Share Unit Agreement evidencing such RSU.

12. OTHER SHARE OR SHARE-BASED AWARDS.

12.1. The Committee may grant other Awards under this Plan pursuant to which Shares (which may, but need not, be Restricted Shares pursuant to Section 10 hereof), cash (in settlement of Share-based Awards) or a combination thereof, are or may in the future be acquired or received, or Awards denominated in stock units, including units valued on the basis of measures other than market value.

12.2. The Committee may also grant stock appreciation rights without the grant of an accompanying option, which rights shall permit the Grantees to receive, at the time of any exercise of such rights, cash equal to the amount by which the Fair Market Value of the Shares in respect to which the right was granted is so exercised exceeds the exercise price thereof. The exercise price of any such stock appreciation right granted to a Grantee who is subject to U.S. federal income tax shall be determined in compliance with Section 7.2.

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12.3. Such other Share-based Awards as set forth above may be granted alone, in addition to, or in tandem with any Award of any type granted under this Plan (without any obligation or assurance that that such Share-based Awards will be entitled to tax benefits under Applicable Law or to the same tax treatment as other Awards under this Plan).

13. EFFECT OF CERTAIN CHANGES.

13.1 General.

(a) In the event of a Capitalization Adjustment, the Board shall appropriately and proportionately adjust: (i) the class(es) and maximum number of Shares subject to the Plan and the maximum number of Shares by which the share reserve may annually increase pursuant to Section 5.1, and (ii) the class(es) and number of securities and exercise price, strike price or purchase price of Shares subject to outstanding Awards. The Board shall make such adjustments, and its determination shall be final, binding and conclusive. Notwithstanding the foregoing, no fractional Shares or rights for fractional Shares shall be created in order to implement any Capitalization Adjustment. The Board shall determine an equivalent benefit for any fractional Shares or fractional Shares that might be created by the adjustments referred to in the preceding provisions of this Section.

(b) The application of this Section with respect to any 102 Awards shall be subject to obtaining a ruling from the ITA, to the extent required by Applicable Law and subject to the terms and conditions of any such ruling.

13.2. Corporate Transaction. The following provisions will apply to Awards in the event of a Corporate Transaction and unless otherwise provided in the instrument evidencing the Award or any other written agreement between the Company or any Affiliate and the Grantee or unless otherwise expressly provided by the Committee at the time of grant of an Award; provided, however, that the following provisions shall not apply to Awards subject to Section 409A and such Awards shall be subject to the provisions of Section 11 of the Company's 2020 Equity Incentive Plan, which is hereby incorporated by reference (including all terms used therein).

(a) In the event of a Corporate Transaction, any surviving corporation or acquiring corporation (or the surviving or acquiring corporation's parent company) may assume or continue any or all Awards outstanding under the Plan or may substitute similar awards for Awards outstanding under the Plan (including but not limited to, awards to acquire the same consideration paid to the stockholders of the Company pursuant to the Corporate Transaction), and any reacquisition or repurchase rights held by the Company in respect of Shares issued pursuant to Awards may be assigned by the Company to the successor of the Company (or the successor's parent company, if any), in connection with such Corporate Transaction. A surviving corporation or acquiring corporation (or its parent) may choose to assume or continue only a portion of an Award or substitute a similar award for only a portion of an Award, or may choose to assume or continue the Awards held by some, but not all Grantees. The terms of any assumption, continuation or substitution will be set by the Committee.

(b) In the event of a Corporate Transaction in which the surviving corporation or acquiring corporation (or its parent company) does not assume or continue such outstanding Awards or substitute similar awards for such outstanding Awards, then with respect to Awards that have not been assumed, continued or substituted and that are held by Grantees whose Continuous Service has not terminated prior to the effective time of the Corporate Transaction (referred to as the "Current Participants"), the vesting of such Awards (and, with respect to Options and stock appreciation rights, the time when such Awards may be exercised) will be accelerated in full to a date prior to the effective time of such Corporate Transaction (contingent upon the effectiveness of the Corporate Transaction) as the Committee determines (or, if the Committee does not determine such a date, to the date that is five days prior to the effective time of the Corporate Transaction), and such Awards will terminate if not exercised (if applicable) at or prior to the effective time of the Corporate Transaction, and any reacquisition or repurchase rights held by the Company with respect to such Awards will lapse (contingent upon the effectiveness of the Corporate Transaction). With respect to the vesting of performance-based Awards that will accelerate upon the occurrence of a Corporate Transaction pursuant to this subsection (b) and that have multiple vesting levels depending on the level of performance, unless otherwise provided in the Award Agreement, the vesting of such Performance Awards will accelerate at 100% of the target level upon the occurrence of the Corporate Transaction. With respect to the vesting of Awards that will accelerate upon the occurrence of a Corporate Transaction pursuant to this subsection (b) and are settled in the form of a cash payment, such cash payment will be made no later than 30 days following the occurrence of the Corporate Transaction.

(c) In the event of a Corporate Transaction in which the surviving corporation or acquiring corporation (or its parent company) does not assume or continue such outstanding Awards or substitute similar awards for such outstanding Awards, then with respect to Awards that have not been assumed, continued or substituted and that are held by persons other than Current Participants, such Awards will terminate if not exercised (if applicable) prior to the occurrence of the Corporate Transaction; provided, however, that any reacquisition or repurchase rights held by the Company with respect to such Awards will not terminate and may continue to be exercised notwithstanding the Corporate Transaction.

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(d) Notwithstanding the foregoing, in the event an Award will terminate if not exercised prior to the effective time of a Corporate Transaction, the Committee may provide, in its sole discretion, that the holder of such Award may not exercise such Award but will receive a payment, in such form as may be determined by the Committee, equal in value, at the effective time, to the excess, if any, of (1) the value of the property the Grantee would have received upon the exercise of the Award (including, at the discretion of the Committee, any unvested portion of such Award), over (2) any exercise price payable by such holder in connection with such exercise.

(e) The Committee may determine to suspend the Grantee's rights to exercise any vested portion of an Award for a period of time prior to the signing or consummation of Corporate Transaction.

(f) Without limiting the generality of this Section 13, if the consideration in exchange for Awards in a Corporate Transaction includes any securities and due receipt thereof by any Grantee (or by the Trustee for the benefit of such Grantee) may require under Applicable Law (i) the registration or qualification of such securities or of any person as a broker or dealer or agent with respect to such securities; or (ii) the provision to any Grantee of any information under the Securities Act or any other securities laws, then the Committee may determine that the Grantee shall be paid in lieu thereof, against surrender of the Shares or cancellation of any other Awards, an amount in cash or other property, or rights, or any combination thereof, as determined by the Committee to be fair in the circumstances, and subject to such terms and conditions as determined by the Committee. Nothing herein shall entitle any Grantee to receive any form of consideration that such Grantee would be ineligible to receive as a result of such Grantee's failure to satisfy (in the Committee's sole determination) any condition, requirement or limitation that is generally applicable to the Company's stockholders, or that is otherwise applicable under the terms of the Corporate Transaction, and in such case, the Committee shall determine the type of consideration and the terms applying to such Grantees.

(g) Neither the authorities and powers of the Committee under this Section 13.2, nor the exercise or implementation thereof, shall (i) be restricted or limited in any way by any adverse consequences (tax or otherwise) that may result to any holder of an Award, and (ii) as, inter alia, being a feature of the Award upon its grant, be deemed to constitute a change or an amendment of the rights of such holder under this Plan, nor shall any such adverse consequences (as well as any adverse tax consequences that may result from any tax ruling or other approval or determination of any relevant tax authority) be deemed to constitute a change or an amendment of the rights of such holder under this Plan, and may be effected without consent of any Grantee and without any liability to the Company or its Affiliates, or to their respective officers, directors, employees and representatives, and the respective successors and assigns of any of the foregoing. The Committee need not take the same action with respect to all Awards or with respect to all Grantees. The Committee may take different actions with respect to the vested and unvested portions of an Award. The Committee may determine an amount or type of consideration to be received or distributed in a Corporate Transaction which may differ as among the Grantees, and as between the Grantees and any other holders of shares of the Company.

(h) The Committee may determine that upon a Corporate Transaction any Shares held by Grantees (or for Grantee's benefit) are sold in accordance with instructions issued by the Committee in connection with such Corporate Transaction, which shall be final, conclusive and binding on all Grantees.

(i) All of the Committee's determinations pursuant to this Section 13 shall be at its sole and absolute discretion, and shall be final, conclusive and binding on all Grantees (including, for clarity, as it relates to Shares issued upon exercise or vesting of any Awards or that are Awards, unless otherwise determined by the Committee) and without any liability to the Company or its Affiliates, or to their respective officers, directors, employees, stockholders and representatives, and the respective successors and assigns of any of the foregoing, in connection with the method of treatment, chosen course of action or determinations made hereunder.

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(j) If determined by the Committee, the Grantees shall be subject to the definitive agreement(s) in connection with the Corporate Transaction as applying to holders of Shares including, such terms, conditions, representations, undertakings, liabilities, limitations, releases, indemnities, appointing and indemnifying stockholders/sellers representative, participating in transaction expenses, stockholders/sellers representative expense fund and escrow arrangement, in each case as determined by the Committee. Each Grantee shall execute (and authorizes any person designated by the Company to so execute, as well as (if applicable) the Trustee holding any Shares for the Grantee's behalf) such separate agreement(s) or instruments as may be requested by the Company, the surviving corporation or acquiring corporation in connection with such in such Corporate Transaction or otherwise under or for the purpose of implementing this Section 13.2, and in the form required by them. The execution of such separate agreement(s) may be a condition to the receipt of assumed or substituted Awards, payment in lieu of the Award, the exercise of any Award or otherwise to be entitled to benefit from shares or other securities, cash or other property, or rights, or any combination thereof, pursuant to this Section 13.2 (and the Company (and, if applicable, the Trustee) may exercise its authorization above and sign such agreement on behalf of the Grantee or subject the Grantee to the provisions of such agreements).

13.3. Dissolution or Liquidation. Except as otherwise provided in the Award Agreement, in the event of a dissolution or liquidation of the Company, all outstanding Awards (other than Awards consisting of vested and outstanding shares of Common Stock not subject to a forfeiture condition or the Company's right of repurchase) will terminate immediately prior to the completion of such dissolution or liquidation, and the shares of Common Stock subject to the Company's repurchase rights or subject to a forfeiture condition may be repurchased or reacquired by the Company notwithstanding the fact that the holder of such Award is providing Continuous Service, provided, however, that the Board may determine to cause some or all Awards to become fully vested, exercisable and/or no longer subject to repurchase or forfeiture (to the extent such Awards have not previously expired or terminated) before the dissolution or liquidation is completed but contingent on its completion.

13.4. Reservation of Rights. Except as expressly provided in this Section 13 (if any), the Grantee of an Award hereunder shall have no rights by reason of any Capitalization Adjustment of shares of any class, any increase or decrease in the number of shares of any class, or any dissolution, liquidation, reorganization (which may include a combination or exchange of shares, spin-off or other corporate divestiture or division, or other similar occurrences), or Corporate Transaction. Any issue by the Company of shares of any class, or securities convertible into shares of stock of any class, shall not affect, and no adjustment by reason thereof shall be made with respect to, the number, type or price of shares subject to an Award. The grant of an Award pursuant to this Plan shall not affect in any way the right or power of the Company to make adjustments, reclassifications, reorganizations or changes of its capital or business structures or to merge or to consolidate or to dissolve, liquidate or sell, or transfer all or part of its business or assets or engage in any similar transactions.

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14. NON-TRANSFERABILITY OF AWARDS; SURVIVING BENEFICIARY.

14.1. All Awards granted under this Plan by their terms shall not be transferable, other than by will or by the laws of descent and distribution, unless otherwise determined by the Committee or under this Plan. Subject to the above provisions, the terms of such Award, this Plan and any applicable Award Agreement shall be binding upon the beneficiaries, executors, administrators, heirs and successors of such Grantee. Awards may be exercised or otherwise realized, during the lifetime of the Grantee, only by the Grantee or by his guardian or legal representative, to the extent provided for herein. Any transfer of an Award not permitted hereunder (including transfers pursuant to any decree of divorce, dissolution or separate maintenance, any property settlement, any separation agreement or any other agreement with a spouse) and any grant of any interest in any Award to, or creation in any way of any direct or indirect interest in any Award by, any party other than the Grantee shall be null and void and shall not confer upon any party or person, other than the Grantee, any rights. If permitted by the Committee and valid under Applicable Law, a Grantee may file with the Committee a written designation of a beneficiary, who shall be permitted to exercise such Grantee's Award or to whom any benefit under this Plan is to be paid, in each case, in the event of the Grantee's death before he or she fully exercises his or her Award or receives any or all of such benefit, on such form as may be prescribed by the Committee and may, from time to time, amend or revoke such designation. If no designated beneficiary survives the Grantee, the executor or administrator of the Grantee's estate shall be deemed to be the Grantee's beneficiary. Notwithstanding the foregoing, upon the request of the Grantee and subject to Applicable Law the Committee, at its sole discretion, may permit the Grantee to transfer the Award to a trust whose beneficiaries are the Grantee and/or the Grantee's immediate family members (all or several of them).

14.2. As long as the Shares are held by the Trustee in favor of the Grantee, all rights possessed by the Grantee over the Shares are personal, and may not be transferred, assigned, pledged or mortgaged, other than by will or laws of descent and distribution.

If and to the extent a Grantee is entitled to transfer an Award in accordance with the terms of the Plan and any other applicable agreements, such transfer shall be subject (in addition, to any other conditions or terms applying thereto) to receipt by the Company from such proposed transferee of a written instrument, on a form reasonably acceptable to the Company, pursuant to which such proposed transferee agrees to be bound by all provisions of the Plan

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and any other applicable agreements, including without limitation, any restrictions on transfer of the Award set forth herein (however, failure to so deliver such instrument to the Company as set forth above shall not derogate from all such provisions applying on any transferee).

15. CONDITIONS UPON ISSUANCE OF SHARES; GOVERNING PROVISIONS.

15.1. Legal Compliance. The grant of Awards and the issuance of Shares upon exercise or settlement of Awards shall be subject to compliance with all Applicable Law as determined by the Company, including, applicable requirements of U.S. or non-U.S. federal or state law with respect to such securities. The Company shall have no obligations to issue Shares pursuant to the exercise or settlement of an Award and Awards may not be exercised or settled, if the issuance of Shares upon exercise or settlement would constitute a violation of any Applicable Law as determined by the Company, including, applicable U.S. or non-U.S. federal or state securities laws or other law or regulations or the requirements of any stock exchange or market system upon which the Shares may then be listed. In addition, no Award may be exercised unless (i) a registration statement under the Securities Act or equivalent law in another jurisdiction shall at the time of exercise or settlement of the Award be in effect with respect to the Shares issuable upon exercise of the Award, or (ii) in the opinion of legal counsel to the Company, the Shares issuable upon exercise of the Award may be issued in accordance with the terms of an applicable exemption from the registration requirements of the Securities Act or equivalent law in another jurisdiction. The inability of the Company to obtain authority from any regulatory body having jurisdiction, if any, deemed by the Company to be necessary to the lawful issuance and sale of any Shares hereunder, and the inability to issue Shares hereunder due to non-compliance with any Company policies with respect to the sale of Shares, shall relieve the Company of any liability in respect of the failure to issue or sell such Shares as to which such requisite authority or compliance shall not have been obtained or achieved. As a condition to the exercise of an Award, the Company may require the person exercising such Award to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with any Applicable Law or regulation and to make any representation or warranty with respect thereto as may be requested by the Company, including to represent and warrant at the time of any such exercise that the Shares are being purchased only for investment and without any present intention to sell or distribute such Shares, all in form and content specified by the Company.

16. AGREEMENT REGARDING TAXES; DISCLAIMER.

16.1. If the Committee shall so require, as a condition of exercise or (if applicable) vesting of an Award, the release of Shares by the Trustee or the expiration of the Restricted Period, a Grantee shall agree that, no later than the date of such occurrence, the Grantee will pay to the Company (or the Trustee, as applicable) or make arrangements satisfactory to the Committee and the Trustee (if applicable) regarding payment of any applicable taxes and compulsory payments of any kind required by Applicable Law to be withheld or paid.

16.2. All tax consequences under any Applicable Law which may arise from the grant of any Awards or the exercise or (if applicable) vesting thereof, the sale or disposition of any Shares granted hereunder or issued upon exercise or (if applicable) the vesting of any Award, the assumption, substitution, cancellation or payment in lieu of Awards or from any other action in connection with the foregoing (including without limitation any taxes and compulsory payments, such as social security or health tax payable by the Grantee or the Company in connection therewith) shall be borne and paid solely by the Grantee, and the Grantee shall indemnify the Company, its Subsidiaries and Affiliates and the Trustee, and shall hold them harmless against and from any liability for any such tax or payment or any penalty, interest or indexation thereon. Each Grantee agrees to, and undertakes to comply with, any ruling, settlement, closing agreement or other similar agreement or arrangement with any tax authority in connection with the foregoing which is approved by the Company.

16.3. The Grantee should consult with a tax advisor with respect to the tax consequences of receiving, exercising of Awards or disposing of Shares hereunder. The Company does not assume any responsibility to advise the Grantee on such matters, which shall remain solely the responsibility of the Grantee.

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16.4. The Company and its Affiliates (including the Employer) do not undertake or assume any liability or responsibility to the effect that any Award shall qualify with any particular tax regime or rules applying to particular tax treatment, or benefit from any particular tax treatment or tax advantage of any type and the Company and its Affiliates (including the Employer) shall bear no liability in connection with the manner in which any Award is treated for tax purposes, regardless of whether the Award was granted or was intended to qualify under any particular tax regime or treatment. This provision shall supersede any type of Awards or tax qualification indicated in any corporate resolution or Award Agreement, which shall at all times be subject to the requirements of Applicable Law. The Company and its Affiliates (including the Employer) do not undertake and shall not be required to take any action in order to qualify any Award with the requirement of any particular tax treatment and no indication in any document to the effect that any award is intended to qualify for any tax treatment shall imply such an undertaking. The Company and its Affiliates (including the Employer) do not undertake to report for tax purposes any Award in any particular manner, including in any manner consistent with any particular tax treatment. No assurance is made by the Company or any of its Affiliates (including the Employer) that any particular tax treatment on the date of grant will continue to exist or that the Award would qualify at the time of exercise, vesting or disposition thereof with any particular tax treatment. The Company and its Affiliates (including the Employer) shall not have any liability or obligation of any nature in the event that an Award does not qualify for any particular tax treatment, regardless of whether the Company could have or should have taken any action to cause such qualification to be met and such qualification remains at all times and under all circumstances at the risk of the Grantee. The Company does not undertake or assume any liability to contest a determination or interpretation (whether written or unwritten) of any tax authorities, including in respect of the qualification under any particular tax regime or rules applying to particular tax treatment. If the Awards do not qualify under any particular tax treatment it could result in adverse tax consequences to the Grantee.

16.5. The Company or any Subsidiary or Affiliate (including the Employer) may take such action as it may deem necessary or appropriate, in its discretion, for the purpose of or in connection with withholding of any taxes and compulsory payments which the Trustee, the Company or any Subsidiary or Affiliate (including the Employer) (or any applicable agent thereof) is required by any Applicable Law to withhold in connection with any Awards, including, without limitations, any income tax, social benefits, social insurance, health tax, pension, payroll tax, fringe benefits, excise tax, payment on account or other tax-related items related to the Grantee's participation in the Plan and applicable by law to the Grantee (collectively, "Withholding Obligations"). Such actions may include (i) requiring a Grantees to remit to the Company or the Employer in cash an amount sufficient to satisfy such Withholding Obligations and any other taxes and compulsory payments in connection with the Award or the exercise or (if applicable) the vesting thereof; (ii) subject to Applicable Law, allowing the Grantees to surrender Shares to the Company, in an amount that at such time, reflects a value that the Committee determines to be sufficient to satisfy such Withholding Obligations; (iii) withholding Shares otherwise issuable upon the exercise or vesting of an Award at a value which is determined by the Committee to be sufficient to satisfy such Withholding Obligations; (iv) by such other method as may be set forth in an Award Agreement or (v) any combination of the foregoing. The Company shall not be obligated to allow the exercise or vesting of any Award by or on behalf of a Grantee until all tax consequences arising therefrom are resolved in a manner acceptable to the Company.

16.6. Each Grantee shall notify the Company in writing promptly and in any event within ten (10) days after the date on which such Grantee first obtains knowledge of any tax authority inquiry, audit, assertion, determination, investigation, or question relating in any manner to the Awards granted or received hereunder or Shares issued thereunder and shall continuously inform the Company of any developments, proceedings, discussions and negotiations relating to such matter, and shall allow the Company and its representatives to participate in any proceedings and discussions concerning such matters. Upon request, a Grantee shall provide to the Company any information or document relating to any matter described in the preceding sentence, which the Company, in its discretion, requires.

16.7. With respect to 102 Non-Trustee Options, if the Grantee ceases to be employed by the Company, Parent, Subsidiary or any Affiliate (including the Employer), the Grantee shall extend to the Company and/or the Employer a security or guarantee for the payment of taxes due at the time of sale of Shares, all in accordance with the provisions of Section 102 of the Ordinance and the Rules.

16.8. If a Grantee makes an election under Section 83(b) of the Code to be taxed with respect to an Award as of the date of transfer of Shares rather than as of the date or dates upon which the Grantee would otherwise be taxable under Section 83(a) of the Code, such Grantee shall deliver a copy of such election to the Company upon or prior to the filing such election with the U.S. Internal Revenue Service. Neither the Company nor any Affiliate (including the Employer) shall have any liability or responsibility relating to or arising out of the filing or not filing of any such election or any defects in its construction.

17. RIGHTS AS A STOCKHOLDER; VOTING AND DIVIDENDS.

17.1. Subject to Section 10.4, a Grantee shall have no rights as a stockholder of the Company with respect to any Shares covered by an Award until the Grantee shall have exercised or (as applicable) vests in the Award, paid any Exercise Price therefor and becomes the record holder of the subject Shares. In the case of 102 Awards, the Trustee shall have no rights as a stockholder of the Company with respect to the Shares covered by such Award until the

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Trustee becomes the record holder for such Shares for the Grantee's benefit, and the Grantee shall not be deemed to be a stockholder and shall have no rights as a stockholder of the Company with respect to the Shares covered by the Award until the date of the release of such Shares from the Trustee to the Grantee and the transfer of record ownership of such Shares to the Grantee (provided, however, that the Grantee shall be entitled to receive from the Trustee any cash dividend or distribution made on account of the Shares held by the Trustee for such Grantee's benefit, subject to any tax withholding and compulsory payment). No adjustment shall be made for dividends (ordinary or extraordinary, whether in shares or other securities, cash or other property, or rights, or any combination thereof) or distribution of other rights for which the record date is prior to the date on which the Grantee or Trustee (as applicable) becomes the record holder of the Shares covered by an Award, except as provided in Section 13 hereof.

17.2. The Company may, but shall not be obligated to, register or qualify the sale of Shares under any applicable securities law or any other Applicable Law.

18. NO REPRESENTATION BY COMPANY.

By granting the Awards, the Company is not, and shall not be deemed as, making any representation or warranties to the Grantee regarding the Company, its business affairs, its prospects or the future value of its Shares and such representations and warranties are hereby disclaimed. Unless required by Applicable Law, the Company shall not be required to provide to any Grantee any information, documents or material in connection with the Grantee's considering an exercise of an Award. To the extent that any information, documents or materials are provided, the Company shall have no liability with respect thereto. Any decision by a Grantee to exercise an Award shall solely be at the risk of the Grantee.

19. NO RETENTION RIGHTS.

Nothing in this Plan, any Award Agreement or in any Award granted or agreement entered into pursuant hereto shall confer upon any Grantee the right to be in Continuous Service or to be entitled to any remuneration or benefits not set forth in this Plan or such agreement, or to interfere with or limit in any way the right of the Company or any Subsidiary or Affiliate to terminate such Grantee's Continuous Service (including, any right of the Company or any of its Affiliates to immediately cease the Grantee's Continuous Service or to shorten all or part of the notice period, regardless of whether notice of termination was given by the Company or its Affiliates or by the Grantee). Awards granted under this Plan shall not be affected by any change in duties or position of a Grantee, subject to sections 6.6 and 6.7. No Grantee shall be entitled to claim and the Grantee hereby waives any claim against the Company or any Subsidiary or Affiliate that he or she was prevented from continuing to vest in Awards as of the date of termination of his or her Continuous Service. No Grantee shall be entitled to any compensation in respect of the Awards which would have vested had such Grantee's Continuous Service not been terminated.

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20. PERIOD DURING WHICH AWARDS MAY BE GRANTED.

This Plan shall remain in effect until December 13, 2030. From and after such date, no grants of Awards may be made and this Plan shall continue to be in full force and effect with respect to Awards or Shares issued thereunder that remain outstanding.

21. AMENDMENT OF THIS PLAN AND AWARDS.

21.1. The Board at any time and from time to time may suspend, terminate, modify or amend this Plan, whether retroactively or prospectively. Any amendment effected in accordance with this Section 21 shall be binding upon all Grantees and all Awards, whether granted prior to or after the date of such amendment. No termination or amendment of this Plan shall affect any then outstanding Award unless expressly provided by the Board. Suspension or termination of the Plan will not Materially Impair rights and obligations under any Award granted while the Plan is in effect except with the written consent of the affected Grantee.

21.2. The Board or the Committee at any time and from time to time may modify or amend any Award theretofore granted, including any Award Agreement, whether retroactively or prospectively. Rights under any Award granted before such modification or amendment will not be Materially Impaired by any such modification or amendment unless (1) the Company requests the consent of the affected Grantee, and (2) such Grantee consents in writing

22. APPROVAL.

22.1. This Plan shall take effect upon the Effective Time (the "Effective Date").

22.2. 102 Awards are conditional upon the filing with or approval by the ITA, if required, as set forth in Section 8. Failure to so file or obtain such approval shall not in any way derogate from the valid and binding effect of any grant of an Award, which is not a 102 Award.

23. RULES PARTICULAR TO SPECIFIC COUNTRIES; SECTION 409A.

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23.1. Notwithstanding anything herein to the contrary, the terms and conditions of this Plan may be supplemented or amended with respect to a particular country or tax regime by means of an appendix to this Plan or to an applicable Award Agreement, and to the extent that the terms and conditions set forth in any appendix conflict with any provisions of this Plan, the provisions of such appendix shall govern. Terms and conditions set forth in such appendix shall apply only to Awards granted to Grantees under the jurisdiction of the specific country or such other tax regime that is the subject of such appendix and shall not apply to Awards issued to a Grantee not under the jurisdiction of such country or such other tax regime. The adoption of any such appendix shall be subject to the approval of the Board or the Committee, and if determined by the Committee to be required in connection with the application of certain tax treatment, pursuant to applicable stock exchange rules or regulations or otherwise, then also the approval of the stockholders of the Company.

23.2. This Section 23.2 shall only apply to Awards granted to Grantees who are subject to United States Federal income tax.

23.2(a) It is the intention of the Company that no Award shall be deferred compensation subject to Section 409A unless and to the extent that the Committee specifically determines otherwise as provided in Section 23.2(b), and the Plan and the terms and conditions of all Awards shall be interpreted and administered accordingly.

23.2(b) The terms and conditions governing any Awards that the Committee determines will be subject to Section 409A, including any rules for payment or elective or mandatory deferral of the payment or delivery of Shares or cash pursuant thereto, shall be as set forth in Section 11 of the Company's 2020 Equity Incentive Plan, which is incorporated herein by reference, except as otherwise set forth in the applicable Award Agreement and shall be intended to comply in all respects with Section 409A, and the Plan and the terms and conditions of such Awards shall be interpreted and administered accordingly.

23.2(c) The Company shall have complete discretion to interpret and construe the Plan and any Award Agreement in any manner that establishes an exemption from (or compliance with) the requirements of Section 409A. If for any reason any provision of the Plan and/or any Award Agreement does not accurately reflect its intended establishment of an exemption from (or compliance with) Section 409A, as demonstrated by consistent interpretations or other evidence of intent, such provision shall be considered ambiguous as to its exemption from (or compliance with) Section 409A and shall be interpreted by the Company in a manner consistent with such intent, as determined in the discretion of the Company. If, notwithstanding the foregoing provisions of this Section 23.2(c), any provision of the Plan or any such agreement would cause a Grantee to incur any additional tax or interest under Section 409A, the Company may reform such provision in a manner intended to avoid the incurrence by such Grantee of any such additional tax or interest; provided that the Company shall maintain, to the extent reasonably practicable, the original intent and economic benefit to the Grantee of the applicable provision without violating the provisions of Section 409A. For the avoidance of doubt, no provision of this Plan shall be interpreted or construed to transfer any liability for failure to comply with the requirements of Section 409A from any Grantee or any other individual to the Company or any of its affiliates, employees or agents.

23.2(d) Notwithstanding any other provision of this Section 23.2 to the contrary, although the Company intends to administer the Plan so that Awards will be exempt from, or will comply with, the requirements of Section 409A, the Company does not warrant that any Award under the Plan will qualify for favorable tax treatment under Section 409A or any other provision of federal, state, local, or non-United States law. The Company shall not be liable to any Grantee for any tax, interest, or penalties the Grantee might owe as a result of the grant, holding, vesting, exercise, or payment of any Award under the Plan.

24. GOVERNING LAW; JURISDICTION.

This Plan and any controversy arising out of or relating to this Plan shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to conflict of law principles that would result in any application of any law other than the law of the State of Delaware.

25. NON-EXCLUSIVITY OF THIS PLAN.

The adoption of this Plan shall not be construed as creating any limitations on the power or authority of the Company to adopt such other or additional incentive or other compensation arrangements of whatever nature as the Company may deem necessary or desirable or preclude or limit the continuation of any other plan, practice or arrangement for the payment of compensation or fringe benefits to employees generally, or to any class or group of employees, which the Company or any Affiliate now has lawfully put into effect, including any retirement, pension, savings and stock purchase plan, insurance, death and disability benefits and executive short-term or long-term incentive plans.

26. MISCELLANEOUS.

26.1. Survival. The Grantee shall be bound by and the Shares issued upon exercise or (if applicable) the vesting of any Awards granted hereunder shall remain subject to this Plan after the exercise or (if applicable) the vesting of Awards, in accordance with the terms of this Plan, whether or not the Grantee is then or at any time thereafter employed or engaged by the Company or any of its Affiliates.

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26.2. Additional Terms. Each Award awarded under this Plan may contain such other terms and conditions not inconsistent with this Plan as may be determined by the Committee, in its sole discretion.

26.3. Fractional Shares. No fractional Share shall be issuable upon exercise or vesting of any Award. Unless a different rounding rule is applied by the Committee, the number of Shares to be issued shall be rounded down to the nearest whole Share, with any Share remaining at the last vesting date due to such rounding to be issued upon exercise at such last vesting date.

26.4. Severability. If any provision of this Plan, any Award Agreement or any other agreement entered into in connection with an Award shall be determined to be illegal or unenforceable by any court of law in any jurisdiction, the remaining provisions hereof and thereof shall be severable and enforceable in accordance with their terms, and all provisions shall remain enforceable in any other jurisdiction. In addition, if any particular provision contained in this Plan, any Award Agreement or any other agreement entered into in connection with an Award shall, for any reason, be held to be excessively broad as to duration, geographic scope, activity or subject, it shall be construed by limiting and reducing such provision as to such characteristic so that the provision is enforceable to fullest extent compatible with Applicable Law as it shall then appear.

26.5. Captions and Titles. The use of captions and titles in this Plan or any Award Agreement or any other agreement entered into in connection with an Award is for the convenience of reference only and shall not affect the meaning or interpretation of any provision of this Plan or such agreement.

* * *

Unity Software Inc.
Stock Option Grant Notice
(ironSource Share Incentive Plan)

Unity Software Inc. (the "***Company***"), pursuant to its ironSource Share Incentive Plan (the "***Plan***"), has granted to you ("***Optionholder")*** an option to purchase the number of shares of the Common Stock set forth below (the "***Option***"). Your Option is subject to all of the terms and conditions as set forth herein and in the Plan and the Global Stock Option Agreement, including any country-specific appendices thereto (the "***Appendix***"), all of which are attached hereto and incorporated herein in their entirety. Capitalized terms not explicitly defined herein but defined in the Plan or the Global Stock Option Agreement

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(including the Appendix) shall have the meanings set forth in the Plan or the Global Stock Option Agreement, as applicable.

Jim Whitehurst, Chief Executive Officer

I have read and understood this letter agreement and hereby acknowledge, accept and agree to the terms as set forth above.

Felix The	February 11, 2024
Name	Date
/s/ Felix The	

Optionholder:	-
Date of Grant:	-
Vesting Commencement Date:	-
Number of Shares of Common Stock Subject to Option:	-
Exercise Price (Per Share):	-
Total Exercise Price:	-
Expiration Date:	-

Type of Grant: Nonstatutory Stock Option

Exercise and Vesting Schedule: Subject to the Optionholder's Continuous Service through each applicable vesting date, the Option will vest as follows: [_____]

If the Optionholder's Continuous Service terminates because of the Optionholder's death (i) within the first year of Optionholder's Continuous Service, then 50% of the Number of Shares of Common Stock Subject to Option as set forth above shall vest effective as of immediately prior to the effective time of such termination or (ii) on or following the first year of Optionholder's Continuous Service, then 100% of the Number of Shares of Common Stock Subject to Option set forth above shall vest effective as of immediately prior to the effective time of such termination.

Optionholder Acknowledgements: By your signature below or by electronic acceptance or authentication in a form authorized by the Company, you understand and agree that:

- The Option is governed by this Stock Option Grant Notice, and the provisions of the Plan and the Global Stock Option Agreement (including the Appendix), all of which are made a part of this document. This Grant Notice, the Global Stock Option Agreement and the Appendix (collectively, the "***Agreement***") may not be modified, amended or revised except in a writing signed by you and a duly authorized officer of the Company, unless otherwise provided in the Plan.
- You consent to receive the Agreement, the Plan, the Prospectus and any other Plan-related documents by electronic delivery and to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.
- You have read and are familiar with the provisions of the Plan, the Agreement and the Prospectus. In the event of any conflict between the provisions in this Agreement (including the Grant Notice, the Global Option Agreement and the Appendix) or the Prospectus and the terms of the Plan, the terms of the Plan shall control.

- This Agreement sets forth the entire understanding between you and the Company regarding the acquisition of Common Stock and supersedes all prior oral and written agreements, promises and/or representations on that subject with the exception of other equity awards previously granted to you and any written employment agreement, offer letter, severance agreement, written severance plan or policy, or other written agreement between the Company and you in each case that specifies the terms that should govern this Option.

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- Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

UNITY SOFTWARE INC.	**OPTIONHOLDER:**
By: _____	_____
Signature	Signature
Title: _____	Date: _____
Date: _____	

Unity Software Inc.
ironSource Share Incentive Plan

Global Stock Option Agreement

As reflected by your Stock Option Grant Notice ("***Grant Notice***") Unity Software Inc. (the "***Company***") has granted you an option under its ironSource Share Incentive Plan (the "***Plan***") to purchase a number of shares of Common Stock at the exercise price indicated in your Grant Notice (the "***Option***"). Capitalized terms not explicitly defined in this Global Stock Option Agreement but defined in the Grant Notice or the Plan shall have the meanings set forth in the Grant Notice or Plan, as applicable. The terms of your Option as specified in the Grant Notice and this Global Stock Option Agreement, including the Appendix, as defined below, constitute your Agreement (the Grant Notice, Global Stock Option Agreement and Appendix, collectively, are referred to as the "***Agreement***").

The general terms and conditions applicable to your Option are as follows:

1. Governing Plan Document. Your Option is subject to all the provisions of the Plan. Your Option is further subject to all interpretations, amendments, rules and regulations, which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between the Option Agreement and the provisions of the Plan, the provisions of the Plan shall control.

2. Exercise.

(a) You may generally exercise the vested portion of your Option for whole shares of Common Stock at any time during its term by delivery of payment of the exercise price and applicable withholding taxes and other required documentation to the Plan Administrator in accordance with the exercise procedures established by the Plan Administrator, which may include an electronic submission. Please review the Plan, which may restrict or prohibit your ability to exercise your Option during certain periods.

(b) To the extent permitted by Applicable Law, you may pay your Option exercise price as follows:

(i) cash, check, bank draft or money order;

(ii) subject to Company and/or Committee consent at the time of exercise, pursuant to a "cashless exercise" program as further described in the Plan if at the time of exercise the Common Stock is publicly traded;

(iii) subject to Company and/or Committee consent at the time of exercise, by delivery of previously owned shares of Common Stock as further described in the Plan; or

(iv) subject to Company and/or Committee consent at the time of exercise, if the Option is a Nonstatutory Stock Option, by a "net exercise" arrangement as further described in the Plan.

3. Term. You may not exercise your Option before the commencement of its term or after its term expires. The term of your option commences on the Date of Grant and expires upon the earliest of the following:

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(a) immediately upon the termination of your Continuous Service for Cause;

(b) three (3) months after the termination of your Continuous Service for any reason other than Cause, Disability or death;

(c) 12 months after the termination of your Continuous Service due to your Disability;

(d) 12 months after your death if you die during your Continuous Service;

(e) immediately upon a Corporate Transaction if the Board has determined that the Option will terminate in connection with a Corporate Transaction,

---

(f) the Expiration Date indicated in your Grant Notice; or

(g) the day before the 10th anniversary of the Date of Grant.

Notwithstanding the foregoing, if you die during the period provided in Section 3(b), the term of your Option shall not expire until the earlier of (i) 12 months after your death, (ii) upon any termination of the Option in connection with a Corporate Transaction, (iii) the Expiration Date indicated in your Grant Notice, or (iv) the day before the tenth anniversary of the Date of Grant. Additionally, the Post-Termination Exercise Period of your Option may be extended as provided in the Plan.

4. Withholding Obligations. Regardless of any action taken by the Company or, if different, the Affiliate to which you provide Continuous Service (the "***Service Recipient***") with respect to any income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items associated with the grant or exercise of the Option or sale of the underlying Common Stock or other tax-related items related to your participation in the Plan and legally applicable to you (the "***Tax Liability***"), you hereby acknowledge and agree that the Tax Liability is your ultimate responsibility and may exceed the amount, if any, actually withheld by the Company or the Service Recipient. You further acknowledge that the Company and the Service Recipient (a) make no representations or undertakings regarding any Tax Liability in connection with any aspect of this Option, including, but not limited to, the grant, vesting or exercise of the Option, the issuance of Common Stock pursuant to such exercise, the subsequent sale of shares of Common Stock, and the payment of any dividends on the Shares; and (b) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Option to reduce or eliminate your Tax Liability or achieve a particular tax result. Further, if you are subject to Tax Liability in more than one jurisdiction, you acknowledge that the Company and/or the Service Recipient (or former service recipient, as applicable) may be required to withhold or account for Tax Liability in more than one jurisdiction.

As further provided in the Plan, you may not exercise your Option unless the applicable withholding obligations with respect to the Tax Liability are satisfied, and at the time you exercise your Option, in whole or in part, or at the time of any other applicable tax withholding event with respect to your Option, you hereby authorize the Company and any applicable Service Recipient to satisfy any applicable withholding obligations with regard to the Tax Liability by one or a combination of the following methods: (i) withholding from your payroll and any other amounts payable to you, in accordance with Applicable Laws; (ii) withholding from the proceeds of the sale of shares of Common Stock issued upon exercise of the Option (including by means of a "cashless exercise" pursuant to a program developed under Regulation T as promulgated by the Federal Reserve Board to the extent permitted by the Company, or by means of the Company acting as your agent to sell sufficient shares of Common Stock for the proceeds to settle such withholding requirements, on your behalf pursuant to this authorization without further consent); (iii) withholding shares of Common Stock otherwise issuable to you upon the exercise of the Option, provided that to the extent necessary to qualify for an exemption from application of Section 16(b) of the Exchange Act, if applicable, such share withholding procedure will be subject to the express prior approval of the Board or the Company's Compensation Committee; or (iv) any other method determined by the Company to be in compliance with Applicable Law. Furthermore, you agree to pay the Company or the Service Recipient any amount the Company or the Service Recipient may be required to withhold, collect or pay as a result of your participation in the Plan or that cannot be satisfied by the means previously described. In the event that the amount of the Company's or applicable Service Recipient's withholding obligation in connection with your Option was greater than the amount actually withheld by the Company, you agree to indemnify and hold the Company and the applicable Service Recipient harmless from any failure by the Company or the applicable Service Recipient to withhold the proper amount.

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The Company may withhold or account for your Tax Liability by considering statutory withholding amounts or other withholding rates applicable in your jurisdiction(s), including (1) maximum applicable rates, in which case you may receive a refund of any over-withheld amount in cash (whether from applicable tax authorities or the Company) and will have no entitlement to the equivalent amount in Common Stock or (2) minimum or such other applicable rates, in which case you may be solely responsible for paying any additional Tax Liability to the applicable tax authorities. If the Tax Liability withholding obligation is satisfied by withholding shares of Common Stock, for tax purposes, you are deemed to have been issued the full number of shares of Common Stock subject to the exercised portion of the Option, notwithstanding that a number of the shares of Common Stock is held back solely for the purpose of paying such Tax Liability.

You may not be able to exercise your Option even though the Option is vested, and the Company shall have no obligation to issue shares of Common Stock subject to your Option, unless and until such Tax Liability withholding obligations are satisfied, as determined by the Company.

5. Transferability. Except as otherwise provided in the Plan, your Option is not transferable, except by will or by the applicable laws of descent and distribution, and is exercisable during your life only by you.

6. Corporate Transaction. Your Option is subject to the terms of any agreement governing a Corporate Transaction involving the Company, including, without limitation, a provision for the appointment of a stockholder representative that is authorized to act on your behalf with respect to any escrow, indemnities and any contingent consideration.

7. No Liability for Taxes. As a condition to accepting the Option, you hereby (a) agree to not make any claim against the Company, or any of its Officers, Directors, employees or Affiliates related to any Tax Liability arising from the Option or any other compensation from the Company or the Service Recipient and (b) acknowledge that you were advised to consult with your own personal tax, financial and other legal advisors regarding the tax consequences of the Option and have either done so or knowingly and voluntarily declined to do so. Additionally, you acknowledge that the Option is exempt from Section 409A only if the exercise price is at least equal to the "fair market value" of the Common Stock on the date of grant as determined by the U.S. Internal Revenue Service and there is no other impermissible deferral of compensation associated with the Option. Additionally, as a condition to accepting the Option, you agree not make any claim against the Company, or any of its Officers, Directors, employees or Affiliates in the event that the U.S. Internal Revenue Service asserts that such exercise is less than the "fair market value" of the Common Stock on the date of grant as subsequently determined by the U.S. Internal Revenue Service.

8. Severability. If any part of this Agreement or the Plan is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity will not invalidate any portion of this Agreement or the Plan not declared to be unlawful or invalid. Any Section of this Agreement (or part of such a Section) so declared to be unlawful or invalid will, if possible, be construed in a manner which will give effect to the terms of such Section or part of a Section to the fullest extent possible while remaining lawful and valid.

9. Other Documents. You hereby acknowledge receipt of or the right to receive a document providing the information required by Rule 428(b)(1) promulgated under the Securities Act, which includes the Prospectus. In addition, you acknowledge receipt of the Company's Trading Policy.

10. Questions. If you have questions regarding these or any other terms and conditions applicable to your Option, including a summary of the applicable U.S. federal income tax consequences, please see the Prospectus.

11. Lock-Up. By accepting the Option, you agree that you will not sell, dispose of, transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale with respect to any shares of Common Stock or other securities of the Company held by you, for a period of one hundred eighty (180) days following the effective date of a registration statement of the Company filed under the Securities Act or such longer period as the underwriters or the Company will request to facilitate compliance with FINRA Rule 2241 or any successor or similar rules or regulation (the "***Lock-Up Period***"); *provided, however*, that nothing contained in this section will prevent the exercise of a

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repurchase option, if any, in favor of the Company during the Lock-Up Period. You further agree to execute and deliver such other agreements as may be reasonably requested by the Company or the underwriters that are consistent with the foregoing or that are necessary to give further effect thereto. In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to your shares of Common Stock until the end of such period. You also agree that any transferee of any shares of Common Stock (or other securities) of the Company held by you will be bound by this Section 11. The underwriters of the Company's stock are intended third party beneficiaries of this Section 11 and will have the right, power and authority to enforce the provisions hereof as though they were a party hereto.

12. Venue. For purposes of any action, lawsuit, or other proceedings brought to enforce this Agreement, relating to it, or arising from it, the parties hereby submit to and consent to the sole and exclusive jurisdiction of the courts of the State of California, or the federal courts for Northern District of California, and no other courts, where this grant is made and/or to be performed.

13. Waiver. You acknowledge that a waiver by the Company of any provision, or breach thereof, of this Agreement on any occasion shall not operate or be construed as a waiver of such provision on any other occasion or as a waiver of any other provision of this Agreement, or of any subsequent breach by you or any other Participant.

14. Appendix. Notwithstanding any provisions in this Agreement, the Option grant shall be subject to any additional or different terms and conditions set forth in the Appendix to this Global Stock Option Agreement for your country (the "***Appendix***") set forth as Exhibit A to this Global Stock Option Agreement. Moreover, if you relocate to one of the countries included in the Appendix, the additional or different terms and conditions for such country will apply to you, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of this Global Stock Option Agreement.

* * * *

EXHIBIT A

Unity Software Inc.

ironSource Share Incentive Plan

Appendix to Global Stock Option Agreement

Terms and Conditions

This Appendix includes additional terms and conditions that govern the Option granted to you under the Plan if you reside and/or work outside of the United States. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan and/or the Global Stock Option Agreement to which this Appendix is attached.

If you are a citizen or resident of a country other than the one in which you are currently working and/or residing, transfer to another country after the Date of Grant, or are considered a resident of another country for local law purposes, the Company shall, in its discretion, determine the extent to which the terms and conditions contained herein shall be applicable to you.

Notifications

This Appendix also includes information regarding securities, exchange controls, tax, and certain other issues of which you should be aware with respect to your participation in the Plan. The information is provided solely for your convenience and is based on the securities, exchange control, tax, and other laws in effect in the respective countries as of November 2022. Such laws are often complex and change frequently. As a result, the Company strongly recommends that you not rely on the information noted herein as the only source of information relating to the consequences of your participation in the Plan because the information may be out of date by the time you vest in or exercises this Option or sell any shares of Common Stock.

In addition, the information contained in this Appendix is general in nature and may not apply to your particular situation, and the Company is not in a position to assure you of any particular result. Accordingly, you should seek appropriate professional advice as to how the Applicable Laws in your country may apply to your situation.

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Finally, you understand that if you are a citizen or resident of a country other than the one in which you are currently residing and/or working, transfer to another country after the Date of Grant, or are considered a resident of another country for local law purposes, the notifications contained herein may not be applicable to you in the same manner.

TERMS AND CONDITIONS APPLICABLE TO NON-U.S. PARTICIPANTS

In accepting this Option, you acknowledge, understand and agree to the following:

1. **Data Privacy Information.** The Company is located at 30 3rd Street, San Francisco, CA 94103, United States, and grants Awards to employees of the Company and its Affiliates, at the Company's sole discretion. If you would like to participate in the Plan, please review the following information about the Company's data processing practices.

The following provision applies to Participants who work and/or reside outside the European Union/European Economic Area.

Data Collection and Usage. You hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of your personal data as described in the Grant Notice and the Agreement by and among, as applicable, the Company, the Service Recipient and other Affiliates for the exclusive purpose of implementing, administering and managing your participation in the Plan.

Data Processing. You understands that the Company and the Service Recipient hold certain personal information about you, including, without limitation, your name, home address, email address and telephone number, date of birth, social insurance number, passport or other identification number, salary, nationality and citizenship, job title, any shares of Common Stock or directorships held in the Company, details of all Awards or other entitlements to shares of Common Stock, granted, canceled, exercised, vested, unvested or outstanding in your favor ("***Data***"), for the purpose of implementing, administering and managing the Plan.

Stock Plan Administration, Data Transfer, Retention and Data Subject Rights. You understand that the Data will be transferred to Charles Schwab & Co., Inc. (including its affiliated companies) ("***Schwab***") and /or Equity Plan Solutions ("***EPS***"), which are assisting the Company with the implementation, administration and management of the Plan. You understand that the recipients of the Data may be located in your country of work and/or residence, or elsewhere, and that any recipient's country may have different data privacy laws and protections than your country of work and/or residence. You understand that you may request a list with the names and addresses of any potential recipients of the Data by contacting your local human resources representative. You authorizes the Company, Schwab, EPS and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purpose of implementing, administering and managing your participation in the Plan. You understand that Data will be held only as long as is necessary to implement, administer and manage your participation in the Plan. You understand that you may, at any time, view the Data, request additional information about the storage and processing of the Data, require any necessary amendments to the Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing your local human resources representative. Further, you understand that you are providing the consents herein on a purely voluntary basis. If you do not consent, or if you later seek to revoke your consent, your Continuous Service will not be affected; the only consequence of refusing or withdrawing your consent is that the Company would not be able to grant you the Option or other equity awards or administer or maintain such awards. Therefore, you understand that refusal or withdrawal of consent may affect your ability to participate in the Plan. For more information on the consequences of your refusal to consent or withdrawal of consent, you understand that you may contact your local human resources representative.

The following provision applies to Participants who work and/or reside inside the European Union/European Economic Area (including Switzerland and the United Kingdom).

Data Collection and Usage. The Company, the Service Recipient, and other Affiliates collect, process, transfer and use personal data about you that is necessary for the purpose of implementing, administering and managing the Plan. This personal data may include your name, home address, email address and telephone number, date of birth, social insurance number, passport or other identification number, salary, nationality and citizenship, job title, any shares of Common Stock or directorships held in the Company, details of all Awards or other entitlements to shares of Common Stock, granted, canceled, exercised, vested, unvested or outstanding in your favor ("***Data***"), which the Company receives from you or the Service Recipient.

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Purposes and Legal Bases of Processing. The Company processes the Data for the purpose of performing its contractual obligations under the Agreement, granting Options, implementing, administering and managing your participation in the Plan. The legal basis for the processing of the Data by the Company and the third party service providers described below is the necessity of the data processing for the Company to perform its contractual obligations under the Agreement and for the Company's legitimate business interests of managing the Plan and generally administering employee equity awards.

Stock Plan Administration Service Providers. The Company transfers Data to Charles Schwab & Co., Inc. (including its affiliated companies) ("***Schwab***") and/or Equity Plan Solutions ("***EPS***"), independent service providers with operations, relevant to the Company, in Canada and the United States, which assist the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different service provider and share your Data with another service provider that serves in a similar manner. The Company's service provider may open an account for you to receive and trade shares of Common Stock. The processing of your Data will take place through both electronic and non-electronic means. You may be asked to agree on separate terms and data processing practices with Schwab or EPS, with such agreement being a condition of the ability to participate in the Plan.

International Data Transfers. You understand that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country (*e.g.*, the United States) may have different data privacy laws and protections than your country. You understand that you may request a list with the names and addresses of any then-current recipients of the Data by contacting your local human resources representative. When transferring Data to its affiliates, Schwab and EPS, the Company provides appropriate safeguards described in the Company's applicable policy on data privacy.

Data Retention. The Company will use your Data only as long as is necessary to implement, administer and manage your participation in the Plan or as required to comply with Applicable Laws, exercise or defense of legal rights, or archiving, deletion, and backup purposes. When the Company no longer needs your Data, the Company will remove it from its systems to the fullest extent reasonably practicable. The Company may keep some of your Data longer to satisfy legal or regulatory obligations and the Company's legal basis for such use would be necessity to comply with legal obligations.

Contractual Requirement. Your provision of Data and its processing as described above is a contractual requirement and a condition to your ability to participate in the Plan. You understands that, as a consequence of your refusing to provide Data, the Company may not be able to allow you to participate in the Plan, grant Options to you or administer or maintain such Options. However, your participation in the Plan and your acceptance of the Option Agreement are purely voluntary. While you will not receive Options if you decide against participating in the Plan or providing Data as described above, your career and salary will not be affected in any way.

Data Subject Rights. You have a number of rights under data privacy laws in your country. Depending on where you are based, your rights may include the right to (i) request access or copies of your Data the Company processes, (ii) rectify incorrect Data and/or delete your Data, (iii) restrict processing of your Data, (iv) portability of your Data, (v) lodge complaints with the competent data protection authorities in your country and/or (vi) obtain a list with the names and addresses of any recipients of your Data. To receive clarification regarding your rights or to exercise your rights please contact the Company at Unity Software Inc., stockadmin@unity3d.com, Attn: Stock Administrator.

1. **Insider Trading Restrictions/Market Abuse Laws**. You acknowledge that, depending on your country, you may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, which may affect your ability to directly or indirectly, accept, acquire, sell or attempt to sell or otherwise dispose of shares of Common Stock or rights to the shares of Common Stock, or rights linked to the value of Common Stock during such times as you are considered to have "inside information" regarding the Company (as defined by Applicable Laws). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders placed by you before possessing the inside information. Furthermore, you may be prohibited from (i) disclosing inside information to any third party, including fellow employees (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them to otherwise buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. You acknowledge that it is your responsibility to comply with any applicable restrictions, and you should speak to your personal advisor on this matter.

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2. **Language**. You acknowledge that you are sufficiently proficient in English, or have consulted with an advisor who is sufficiently proficient in English, so as to allow you to understand the terms and conditions of this Agreement. Furthermore, if you have received this Agreement, or any other document related to the Option and/or the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

3. **Foreign Asset/Account Tax Reporting Requirements**. You acknowledge that there may be certain foreign asset and/or account, exchange control and/or tax reporting requirements which may affect your ability to acquire or hold shares of Common Stock acquired under the Plan or cash received from participating in the Plan (including any proceeds arising from the sale of shares of Common Stock or the payment of any cash dividends on the Common Stock) in a bank or brokerage account outside your country. Applicable Laws may require that you report such accounts, assets, the balances therein, the value thereof and/or the transactions related thereto to the applicable authorities in such country. You also may be required to repatriate sale proceeds or other funds received as a result of participating in the Plan to your country through a designated bank or broker within a certain time after receipt. It is your responsibility to be compliant with such regulations and you should speak with your personal advisor on this matter.

4. **Additional Acknowledgments and Agreements.** In accepting this Option, you also acknowledge, understand and agree that:

   i. the Plan is established voluntarily by the Company, it is discretionary in nature, and may be amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;

   ii. the grant of the Option is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of options, or benefits in lieu of options, even if options have been granted in the past;

   iii. all decisions with respect to future option or other grants, if any, will be at the sole discretion of the Company;

   iv. the Option grant and your participation in the Plan shall not create a right to employment or be interpreted as forming an employment or service contract with the Company, the Service Recipient, or any Affiliate, and shall not interfere with the ability of the Company, the Service Recipient or any Affiliate, as applicable, to terminate your employment or service relationship at any time;

   v. You are voluntarily participating in the Plan;

   vi. the Option and any shares of Common Stock acquired under the Plan, and the income from and value of same, are not intended to replace any pension rights or compensation;

   vii. The Option and the shares of Common Stock subject to the Option, and the income from and value of same, are an extraordinary item of compensation outside the scope of your employment or service contract, if any, and is not to be considered part of your normal or expected compensation for any purpose, including but not limited to calculating severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, holiday pay, pension or retirement or welfare benefits or similar payments.

   viii. the future value of the Common Stock underlying the Option is unknown, indeterminable, and cannot be predicted with certainty;

   ix. if the underlying shares of Common Stock do not increase in value, the Option will have no value;

   x. if you exercise the Option and acquire shares of Common Stock, the value of such Common Stock may increase or decrease in value, even below the Exercise Price;

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xi. unless otherwise agreed with the Company, the Option and the shares of Common Stock underlying the Option, and the income from and value of same, are not granted as consideration for, or in connection with, service you may provide as a director of an Affiliate;

xii. no claim or entitlement to compensation or damages shall arise from forfeiture of the Option resulting from the termination of your Continuous Service (for any reason whatsoever, whether or not later found to be invalid or in breach of Applicable Laws in the jurisdiction where you are employed or the terms of your employment or service agreement, if any);

xiii. for purposes of the Option, your Continuous Service will be considered terminated as of the date you are no longer actively providing service (regardless of the reason for such termination and whether or not later found to be invalid or in breach of Applicable Laws in the jurisdiction where you are providing service or the terms of your employment or service agreement, if any), and unless otherwise determined by the Company or provided in the Agreement, your right to vest in the Option and the period (if any) during which you may exercise the Option after such termination of your Continuous Service will terminate as of such date and will not be extended by any notice period (*e.g.*, your period of Continuous Service would not include any contractual notice period or any period of "garden leave" or similar period mandated under Applicable Laws in the jurisdiction where you are providing service or the terms of your employment or service agreement, if any); the Company shall have the exclusive discretion to determine when you are no longer actively providing service for purposes of your Option grant (including whether you may still be considered to be providing service while on a leave of absence);

xiv. unless otherwise provided in the Plan or by the Company in its discretion, the Option and the benefits evidenced by this Agreement do not create any entitlement to have the Option or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares of the Company;

xv. the Option and the shares of Common Stock subject to the Option are not part of normal or expected compensation or salary for any purpose; and

xvi. neither the Company, the Service Recipient nor any Affiliate shall be liable for any foreign exchange rate fluctuation between your local currency and the United States Dollar that may affect the value of the Option or of any amounts due to you pursuant to the exercise of the Option or the subsequent sale of any shares of Common Stock acquired upon exercise.

AUSTRALIA

Notifications

Nature of Plan. The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies (subject to the conditions in that Act).

Securities Law Information. If you acquire shares of Common Stock under the Plan and subsequently offer the shares of Common Stock for sale to a person or entity resident in Australia, such an offer may be subject to disclosure requirements under Australian law. You should obtain legal advice regarding any applicable disclosure requirements prior to making any such offer.

Exchange Control Obligations. If you are an Australian resident, exchange control reporting is required for cash transactions exceeding AUD 10,000 and for international fund transfers. If an Australian bank is assisting with the transaction, the bank will file the report on your behalf. If there is no Australian bank involved with the transfer, you will be required to file the report.

BELGIUM

Notifications

Foreign Asset / Account Tax Reporting Information. Belgian residents are required to report any security or bank accounts (including brokerage accounts) opened and maintained outside Belgium on their annual tax return. In a separate report, they must provide the National Bank of Belgium with certain details regarding such foreign accounts (including the account number, bank name and country in which such account was opened). The forms to complete this report are available on the website of the National Bank of Belgium.

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Tax Notification. Affirmatively accepting stock options in writing within 60 days after the date of the Option offer (*i.e.*, the date on which you are first notified in writing of the material terms and conditions of the Option grant), will result in taxation of the Option on the 60th day after the offer date. If the Option is accepted more than 60 days after the Option offer, the Option will be taxed at exercise. You should consult with your personal tax advisor to ensure compliance with applicable tax obligations.

CANADA

Terms and Conditions

Method of Payment. The following provision supplements and modifies Section 2(b) of the Global Stock Option Agreement:

For avoidance of doubt, you are prohibited from surrendering shares of Common Stock that you already own to pay the Exercise Price or any Tax Liability in connection with the exercise of the Option. The Company reserves the right to permit this method of payment depending upon the development of local law.

Termination of Service. The following provision replaces Section 5(m) of the Terms and Conditions Applicable to All Non-U.S. Participants set forth above:

For purposes of the Option, your Continuous Service will be considered terminated on, and your right (if any) to earn, seek damages in lieu of, vest in, exercise or otherwise benefit from any portion of the Option pursuant to the Agreement will be measured by the date that is the earliest of (i) the date of termination of your Continuous Service or (ii) the date you receive notice of termination from the Service Recipient, in either case regardless of any period during notice, pay in lieu of such notice or related payments or damages are provided or required to be provided under Applicable Law. For greater certainty, you will not earn or be entitled to any pro-rated vesting for the portion of time before the date on which your right to vest terminates, nor will you be entitled to any compensation for lost vesting. Notwithstanding the foregoing, if Applicable Law explicitly requires continued entitlement to vesting during a statutory notice period, your right to vest in the Option under the Plan, if any, will terminate effective as of the last day of the your minimum statutory notice period, but you will not earn or be entitled to pro-rated vesting if the vesting date falls after the end of the your statutory notice period, nor will you be entitled to any compensation for lost vesting;

The following provisions will apply if you are a resident of Quebec:

Authorization to Release and Transfer Necessary Personal Information. The following provision supplements Section 1 of the Terms and Conditions Applicable to All Non-U.S. Participants set forth above:

You hereby authorize the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. You acknowledge that your Data, including any sensitive personal information, may be transferred or disclosed outside of the province of Quebec, including to the United States. You further authorize the Company and/or any Affiliate to disclose and discuss the Plan with their advisors. You further authorizes the Company and any Affiliate to record such information and to keep such information in your employee file. If applicable, you also acknowledge that the Company, the Service Recipient, and/or any Affiliate, Schwab, EPS and other service providers designated by the Company may use technology for profiling purposes and make automated decisions that may have an impact on your participation in the Plan or the administration of the Plan.

Notifications

Securities Law Information. The sale or other disposal of the shares of Common Stock acquired at exercise of the Option may not take place within Canada. You will be permitted to sell or dispose of any shares of Common Stock under the Plan only if such sale or disposal takes place outside Canada on the facilities on which such shares are traded (*i.e.*, the New York Stock Exchange).

Foreign Asset/Account Tax Reporting Information. You are required to report any foreign specified property on form T1135 (Foreign Income Verification Statement) if the total value of the foreign specified property exceeds C$100,000 at any time in the year. Foreign specified property includes shares of Common Stock acquired under the Plan, and may include the Option. The Option must be reported (generally at a nil cost) if the $100,000 cost threshold is exceeded because of other foreign specified property you hold. If shares of Common Stock are acquired, their cost generally is the adjusted cost base ("***ACB***") of the Shares. The ACB ordinarily would equal the fair market value of the Common Stock at the time of acquisition, but if you own other Shares, this ACB may have to be averaged with the ACB of the other shares of Common Stock. The form must be filed by April 30 of the following year. You should consult with your personal legal advisor to ensure compliance with applicable reporting obligations.

CHINA

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Terms and Conditions

The following provisions apply to you if you are subject to exchange control restrictions imposed by the State Administration of Foreign Exchange ("***SAFE***"), as determined by the Company in its sole discretion:

Exercise of Option. The following provision supplements and modifies Sections 2 and 3 of the Global Stock Option Agreement.

Due to legal restrictions, the Option shall become exercisable by you only at such time as the shares of Common Stock are not subject to a market stand-off or lock-up agreement and all necessary exchange control and other approvals from the SAFE have been received for Options granted under the Plan, as determined by the Company in its sole discretion (the "***Liquidity Date***"). Unless otherwise determined by the Committee, to exercise the Option, you must pay the Exercise Price by a "Cashless Exercise" as described in Section 2(b)(ii) of the Global Stock Option Agreement, and the net cash proceeds from such exercise will be remitted to you in accordance with applicable exchange control law. In the event shares of Common Stock are issued upon exercise of the Option, the Company has discretion to arrange for the sale of the shares of Common Stock issued, either immediately upon exercise or at any time thereafter and the Company may require you to hold such shares of Common Stock in a designated brokerage account.

In the event your Continuous Service terminates after the Liquidity Date, all unvested Options will be forfeited and you must exercise any vested Options within such time as required by the Company's SAFE approval (but in no event beyond the applicable time limit set forth in the Grant Notice and Global Stock Option Agreement). However, if your Continuous Service with terminates prior to the Liquidity Date for any reason other than Cause, and you are unable to exercise the Option within the applicable time period specified in Section 3 of the Global Stock Option Agreement due to the legal restrictions described above, the Option, to the extent vested and unexercised on the date on which your Continuous Service terminated, may be exercised by you at any time prior to the expiration of twenty-four (24) months after the date on which your Continuous Service terminated or within such shorter period as required by the Company's SAFE approval, but in any event no later than the Expiration Date.

If or to the extent the Company is unable to obtain or maintain SAFE approval, the Option may not be exercised and no shares of Common Stock subject to the Options shall be issued.

Exchange Control Obligations. You understand and agree that you will be required to immediately repatriate to China the proceeds from the sale of any shares of Common Stock acquired under the Plan and any cash dividends paid on such shares of Common Stock. You further understand that such repatriation of proceeds may need to be effected through a special bank account established by the Company (or an Affiliate), and you hereby consent and agree that any sale proceeds and cash dividends may be transferred to such special account by the Company (or an Affiliate) on your behalf prior to being delivered to you and that no interest shall be paid with respect to funds held in such account.

The proceeds may be paid to you in U.S. dollars or local currency at the Company's discretion. If the proceeds are paid to you in U.S. dollars, you understands that a U.S. dollar bank account in China must be established and maintained so that the proceeds may be deposited into such account. If the proceeds are paid to you in local currency, you acknowledge that the Company (or an Affiliate) is under no obligation to secure any particular exchange conversion rate and that the Company (or an Affiliate) may face delays in converting the proceeds to local currency due to exchange control restrictions. You agree to bear any currency fluctuation risk between the time the shares of Common Stock are sold and the net proceeds are converted into local currency and distributed to you. You further agree to comply with any other requirements that may be imposed by the Company (or an Affiliate) in the future in order to facilitate compliance with exchange control requirements in China.

COLOMBIA

Terms and Conditions

Nature of Grant. Pursuant to article 127 of the Colombian Labor Code, neither the Option nor any proceeds or other funds you may receive pursuant to the Option will be considered a salary payment for any legal purpose, including, but not limited to, determining vacation pay, termination indemnities, payroll taxes or social insurance contributions. In consequence, the Option and any proceeds or other funds you may receive pursuant to the Option will be considered as non-salary payments as per Article 128 of the Colombian Labor Code (as amended by Article 15 of Law 50 of 1990) and Article 17 of Law 344 of 1996.

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Securities Law Information. The shares of Common Stock are not and will not be registered in the Colombian registry of publicly traded securities (*Registro Nacional de Valores y Emisores*) and, therefore, the shares of Common Stock may not be offered to the public in Colombia. Nothing in the Grant Notice, the Agreement, the Plan or any other document related to the Option shall be construed as the making of a public offer of securities in Colombia.

Exchange Control Information. You are responsible for complying with any and all Colombian foreign exchange requirements in connection with the Option, any shares of Common Stock acquired and funds remitted out of or into Colombia in connection with the Plan.This may include, among others, reporting obligations to the Central Bank (*Banco de la República*)and, in certain circumstances, repatriation requirements.You are responsible for ensuring your compliance with any applicable requirements and should speak to your personal legal advisor on this matter.

Foreign Asset / Account Tax Reporting Information. You must file an annual return providing details of assets held abroad to the Colombian Tax Office (*Dirección de Impuestos y Aduanas Nacionales*). If the individual value of these assets exceeds a certain threshold (currently 2,000), you must identify and characterize each asset, specify the jurisdiction in which it is located, and provide its value.

You should consult with your personal legal advisor to ensure compliance with the applicable requirements.

CZECH REPUBLIC

Notifications

Exchange Control Information. Czech residents may be required to fulfill certain notification duties in relation to the Options and the opening and maintenance of a foreign account. Such notification will be required if the aggregate value of your foreign direct investments is CZK 2,500,000 or more, you have CZK 200,000,000 or more in foreign financial assets, or you are specifically requested to do so by the Czech National Bank. However, because exchange control regulations may change without notice, you should consult your personal legal advisor prior to the exercise of the Options to ensure compliance with current regulations. It is your responsibility to comply with applicable Czech exchange control laws.

DENMARK

Terms and Conditions

Stock Option Act Notification. You acknowledge you have been provided with an Employer statement translated into Danish, which is being provided to comply with the Danish Stock Option Act. The Employer statement is attached hereto as Exhibit B.

Notifications

Foreign Asset / Account Tax Reporting Information. If you establish an account holding shares of Common Stock or cash outside Denmark, you must report the account to the Danish Tax Administration. The form which should be used in this respect can be obtained from a local bank.

FINLAND

There are no country-specific terms.

FRANCE

Terms and Conditions

Option Type. The Option is not intended to qualify for specific tax or social security treatment in France.

Language Consent. By accepting the Option, you confirm having read and understood the documents relating to this grant (the Plan and the Agreement), which were provided in English language. You accepts the terms of those documents accordingly.

En acceptant l'attribution, vous confirmez ainsi avoir lu et compris les documents relatifs à cette attribution (le Plan et ce Contrat) qui ont été communiqués en langue anglaise. Vous acceptez les termes en connaissance de cause.

Notifications

Foreign Asset/Account Tax Reporting Information. French residents holding cash or securities (including shares of Common Stock acquired under the Plan) outside France must declare such accounts to the French Tax Authorities when filing their annual tax returns.

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GERMANY

Notifications

Exchange Control Information. Cross-border payments in excess of €12,500 (including transactions made in connection with the sale of securities) must be reported monthly to the German Federal Bank (*Bundesbank*) using the "General Statistics Reporting Portal" ("*Allgemeines Meldeportal Statistik*") available via Bundesbank's website (www.bundesbank.de). In addition, you may be required to report the acquisition and/or of shares of Common Stock to the Bundesbank if the value of the shares of Common Stock acquired or sold exceeds €12,500. You should consult your personal legal advisors to ensure compliance with applicable reporting requirements.

Foreign Asset/Account Tax Reporting Information. If your acquisition of shares of Common Stock under the Plan leads to a "qualified participation" at any point during the calendar year, you will need to report the acquisition when you file your tax return for the relevant year.A qualified participation is attained if (i) the value of the shares of Common Stock acquired exceeds EUR 150,000 or (ii) in the unlikely event you hold shares of Common Stock exceeding 10% of the total Common Stock. However, if the shares of Common Stock are listed on a recognized U.S. stock exchange and you own less than 1% of the Company, this requirement will not apply to you.

HONG KONG

Terms and Conditions

Sale of Shares.In the event this Option becomes exercisable within six months of the Date of Grant, you agree that you will not dispose of any shares of Common Stock acquired upon exercise of the Option prior to the six-month anniversary of the Date of Grant.

Notifications

Securities Law Information. ***Warning:***The contents of this document have not been reviewed by any regulatory authority in Hong Kong. You should exercise caution in relation to the offer. If you are in any doubt about any of the contents of this document, you should obtain independent professional advice.

INDIA

Notifications

Exchange Control Information. You must repatriate any funds recognized in connection with the Option to India within certain prescribed time periods (*e.g.*, proceeds from the sale of shares of Common Stock must be repatriated within 180 days of receipt or within such other period of time as may be required under applicable regulations). You should obtain a foreign inward remittance certificate ("***FIRC***") from the bank where you deposit the foreign currency and maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India, the Company, or the Service Recipient requests proof of repatriation.

Foreign Asset/Account Tax Reporting Information. Indian residents are required to declare any foreign bank accounts and any foreign financial assets (including shares of Common Stock held outside India) in their annual tax return.

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IRELAND

Notifications

Director Notification Obligation. Directors, shadow directors or secretaries of an Irish Affiliate must notify the Irish Affiliate in writing within five business days of receiving or disposing of an interest in the Company (*e.g.*, Options granted under the Plan, shares of Common Stock, etc.), or within five business days of becoming aware of the event giving rise to the notification requirement or within five business days of becoming a director or secretary if such an interest exists at the time, but only to the extent such individuals own 1% or more of the total Common Stock. If applicable, this notification requirement also applies with respect to the interests of the spouse or children under the age of 18 of the director, shadow director or secretary (whose interests will be attributed to the director, shadow director or secretary).

ISRAEL

Terms and Conditions

The following provisions apply if you were an Israeli tax resident at the time of grant of the Options:

Trust Arrangement. You understand and agree that the Options awarded under the Agreement are awarded subject to and in accordance with the terms and conditions of the Plan, the Agreement, the Trust Agreement (the "***Trust Agreement***"), between the Company and the Company's trustee, IBI Capital Trust Ltd. (the "***Trustee***"), appointed by the Company or a Participating Company, or any successor trustee.

Type of Grant. The Options are intended to qualify for favorable tax treatment in Israel as a 102 Capital Gain Track Award subject to the terms and conditions of Section 102(b)(2) of the Ordinance ("***Section 102***") and the rules promulgated thereunder. Notwithstanding the foregoing, by accepting the Options, you acknowledge that the Company cannot guarantee or represent that the favorable tax treatment under the Capital Gains Track of Section 102 will apply to the Options.

By accepting the Options, you: (a) acknowledge receipt of and represent that you have read and are familiar with the terms and provisions of Section 102, the Plan, and the Agreement; (b) accept the Options subject to all of the terms and conditions of the Agreement, the Plan, and Section 102 and the rules promulgated thereunder; and (c) agree that the Options and/or any shares of Common Stock issued in connection therewith, will be registered for your benefit in the name of the Trustee as required to qualify under Section 102.

You hereby undertake to release the Trustee from any liability in respect of any action or decision duly taken and *bona fide* executed in relation to the Plan, or any Options or shares of Common Stock granted thereunder. You agree to execute any and all documents which the Company or the Trustee may reasonably determine to be necessary in order to comply with Section 102 and the Ordinance.

Electronic Delivery. To the extent required pursuant to Israeli tax law and/or by the Trustee, you consent and agree to deliver hard-copy written notices and/or actual copies of any notices or confirmations provided by you related to you participation in the Plan. If you reside in Israel and have not already signed an Israeli consent in connection with grants made under the Plan, then you must print, sign and deliver the signed copy of the Israeli consent provided by the Company within 60 days to the Company c/o Unity Equity Operations. If the Company or its Affiliate in Israel do not receive the signed Israeli consent within 60 days, the Company may cancel the Options in which case, the Options will become null and void.

The following provisions apply if you were not an Israeli tax resident at the time of grant of the Options or if the Options do not qualify as a 102 Capital Gain Track Award:

Immediate Sale Restriction. Notwithstanding anything to the contrary in the Plan or the Agreement, you may be required to immediately sell all shares of Common Stock acquired upon exercise the Options. Pursuant to this requirement, you authorize the Company to instruct its designated broker to assist with the mandatory sale of the shares of Common Stock (on your behalf pursuant to this authorization without further consent) and you expressly authorize such broker to complete the sale of such shares of Common Stock. You acknowledge that the Company's designated broker is under no obligation to arrange for the sale of the shares of Common Stock at any particular price. Upon the sale of the shares of Common Stock, the Company agrees to pay to you the cash proceeds from the sale, less any brokerage fees or commissions and any Tax Liability.

JAPAN

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Notifications

Exchange Control information. If you pay more than ¥30,000,000 in a single transaction for the purchase of shares of Common Stock when you exercise the Option, you must file a Payment Report with the Ministry of Finance through the Bank of Japan by the 20th day of the month following the month in which the payment was made. The precise reporting requirements vary depending on whether the relevant payment is made through a bank in Japan. If the payment amount to purchase shares of Common Stock in one transaction exceeds ¥100,000,000, you must file a Securities Acquisition Report with the Ministry of Finance (through the Bank of Japan). The precise reporting requirements vary depending on whether the relevant payment is made through a bank in Japan.

Please note that a Payment Report is required independently from a Securities Acquisition Report. Therefore, you must file both a Payment Report and a Securities Acquisition Report if the total amount you pay in a single transaction for exercising the Option and purchasing shares of Common Stock exceeds ¥30,000,000.

Foreign Asset / Account Tax Reporting Information. You will be required to report details of any assets held outside Japan as of December 31st to the extent such assets have a total net fair market value exceeding ¥50,000,000. Such report will be due by March 15th each year. You *should consult with your personal tax advisor as to whether the reporting obligation applies to you and whether the requirement extends to any outstanding Options, shares of Common Stock and/or cash acquired under the Plan.*

LITHUANIA

Terms and Conditions

LanguageConsent. By accepting the Option, you unambiguously and irrevocably confirm having read and understood the documents relating to the option right (the Plan and the Agreement), which were prepared and provided in English language. You confirm and declare fully and wholly accepting the terms of those documents accordingly.

Priimdamas Opcioną, Dalyvis nedviprasmiškai ir neatšaukiamai patvirtina, jog, perskaitė ir suprato dokumentus susijusius su opciono teise (Planą ir Sutarti), kurie yra parengti ir pateikti anglų kalba. Atitinkamai, Dalyvis patvirtina ir pareiškia, jog pilvai ir visiškai sutinka su šiuose dokumentuose išdėstytomis sąlygomis.

Notifications

Foreign Asset / Account Tax Reporting Information. You may be required to file an Annual Asset Return of the Individual (Family) in Form No. FR0001 with respect to assets held outside of Lithuania (*i.e.*, shares of Common Stock) and a foreign account report. You should consult with your personal tax advisor regarding your reporting obligations.

Tax Reporting Requirements. You must file an annual tax return providing details of income received from abroad (including income in kind – the shares of Common Stock once they are obtained under the title of ownership) to the State Tax Inspectorate of the Republic of Lithuania.

NETHERLANDS

There are no country-specific terms.

NEW ZEALAND

Notifications

Securities Law Information.*WARNING*: This is an offer of Options to purchase shares of Common Stock. You understand that shares of Common Stock give you a stake in the ownership of the Company. You may receive a return if dividends are paid. The shares of Common Stock are quoted on the New York Stock Exchange ("***NYSE***"). This means you may be able to sell them on the NYSE if there are interested buyers. You may get less than you invested. The price will depend on the demand for the shares of Common Stock.

If the Company runs into financial difficulties and is wound up, you will be paid, if at all, only after all creditors have been paid. You may lose some or all of your investment.

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New Zealand law normally requires people who offer financial products to give information to investors before they invest. This information is designed to help investors make an informed decision. The usual rules do not apply to this offer because it is made under an employee share scheme. As a result, you may not be given all the information usually required. You will also have fewer other legal protections for this investment.

For information on risk factors impacting the Company's business that may affect the value of the shares of Common Stock, you should refer to the risk factors discussion in the Company's Annual Report on Form 10-K and Quarterly Reports on Form 10-Q, which are filed with the U.S. Securities and Exchange Commission and are available online at www.sec.gov, as well as on the Company's "Investor Relations" website at http://investors.unity.com.

You should ask questions, read all documents carefully, and seek independent financial advice before committing yourself.

PORTUGAL

Terms and Conditions

Language Consent. You expressly declare that you have full knowledge of the English language and have read, understood and fully accept and agree with the terms and conditions established in the Plan and the Agreement.

***Conhecimento da Lingua**. Pelo presente instrumento, você declara expressamente que tem pleno conhecimento da língua Inglesa e que leu, compreendeu e livremente aceitou e concordou dos termos e condições estabelecidas no Plano e no Acordo de Inscrição.*

Notifications

Exchange Control Information. If you acquire shares of Common Stock under the Plan, the acquisition of the shares should be reported to the Banco de Portugal for statistical purposes. If the shares of Common Stock are deposited with a commercial bank or financial intermediary in Portugal, such bank or financial intermediary will submit the report on your behalf. If the shares of Common Stock are not deposited with a commercial bank or financial intermediary in Portugal, you are responsible for submitting the report to the Banco de Portugal.

SINGAPORE

Terms and Conditions

Restriction on Sale of Shares. The Option is subject to section 257 of the Securities and Futures Act (Chapter 289, 2006 Ed.) ("***SFA***") and you will not be able to make any subsequent offer to sell or sale of the shares of Common Stock in Singapore, unless such offer or sale is made (1) after six (6) months from the Date of Grant, (2) pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than section 280) of the SFA, or (3) pursuant to, and in accordance with, the conditions of any other applicable provisions of the SFA.

Notifications

Securities Law Notice. The offer of the Plan, the grant of the Option, and the value of the underlying shares of Common Stock on exercise are being made pursuant to the "Qualifying Person" exemption under section 273(1)(f) of the SFA. The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore.

Director Notification. You understand and acknowledge that if you are a director, associate director or shadow director of a Singapore Affiliate, you are subject to certain notification requirements under the Singapore Companies Act, regardless of whether you are a Singapore resident or employed in Singapore. Among these requirements is an obligation to notify the Singapore Affiliate in writing when you receive an interest (e.g., Options or shares of Common Stock) in the Company. In addition, you must notify the Singapore Affiliate when you sell shares of Common Stock (including when you sell shares of Common Stock acquired under the Plan). These notifications must be made within two days of acquiring or disposing of any interest in the Company. In addition, a notification must be made of your interests in the Company within two days of becoming a director, associate director or shadow director.

SOUTH KOREA

Notifications

Foreign Asset / Account Tax Reporting Information. Korean residents must declare all foreign financial accounts (*e.g.*, non-Korean bank accounts, brokerage accounts) to the Korean tax authority and file a report with respect to such accounts if the value of such accounts exceeds KRW 500 million (or an

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equivalent amount in foreign currency). *You should consult with your personal tax advisor to ensure compliance with the applicable requirements.*

SPAIN

Terms and Conditions

Nature of Grant. The following provision supplements Section 5 of the Terms and Conditions Applicable to All Non-U.S. Participants set forth above:

In accepting the Option, you acknowledge that you consent to participation in the Plan and have received a copy of the Plan.

You understand that the Company has unilaterally, gratuitously, and in its sole discretion decided to grant Options under the Plan to Employees, Consultants, and Directors throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not economically or otherwise bind the Company or any Affiliate on an ongoing basis. Consequently, you understand that the Option is granted on the assumption and condition that the Option and any shares of Common Stock acquired under the Plan are not part of any employment contract (either with the Company or any other Affiliate) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation), or any other right whatsoever. In addition, you understand that this grant would not be made but for the assumptions and conditions referred to above; thus, you acknowledge and freely accept that, should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then any grant of or right to the Option shall be null and void.

You understand and agree that, as a condition of the grant of the Option, unless otherwise provided in the Agreement, the termination of your Continuous Service for any reason (including the reasons listed below) will automatically result in the loss of the Option to the extent the Option has not vested and become exercisable as of the date you are no longer actively providing service. In particular, unless otherwise provided in the Agreement, you understand and agree that any unvested portion of the Option as of the date you are no longer actively providing service and any vested portion of the Option not exercised within the post-termination exercise period set out in this Agreement will be forfeited without entitlement to the underlying shares of Common Stock or to any amount of indemnification in the event of a termination of your Continuous Service by reason of, but not limited to, resignation, retirement, disciplinary dismissal adjudged to be with cause, disciplinary dismissal adjudged or recognized to be without good cause (*i.e., subject to a* "*despido improcedente*"), individual or collective dismissal on objective grounds, whether adjudged or recognized to be with or without cause, material modification of the terms of employment under Article 41 of the Workers' Statute, relocation under Article 40 of the Workers' Statute, Article 50 of the Workers' Statute, unilateral withdrawal by the Service Recipient and under Article 10.3 of the Royal Decree 1382/1985. You acknowledge that you have read and specifically accept the conditions referred to in the Global Stock Option Agreement as well as Section 5 of the Terms and Conditions Applicable to All Non-U.S. Participants (as supplemented by this provision).

Notifications

Securities Law Information. No "offer of securities to the public," within the meaning of Spanish law, has taken place or will take place in the Spanish territory in connection with the Option. The Plan, the Agreement and any other documents evidencing the grant of the Option have not been, nor will they be, registered with the *Comisión Nacional del Mercado de Valores* (the Spanish securities regulator), and none of those documents constitutes a public offering prospectus.

Exchange Control Information. You may be required to declare electronically to the Bank of Spain any foreign accounts (including brokerage accounts held abroad), any foreign instruments (including any shares of Common Stock acquired under the Plan) and any transactions with non-Spanish residents (including any payments of shares of Common Stock made to you by the Company) if the balances in such accounts and the value of such instruments as of December 31, or the volume of the transactions with non-Spanish residents during the prior or current year, exceed €1,000,000.

In addition, you may be required to declare electronically to the Bank of Spain any foreign accounts (including brokerage accounts held abroad), any foreign instruments (including any shares of Common Stock acquired under the Plan) and any transactions with non-Spanish residents (including any payments of shares of Common Stock made to you by the Company) depending on the value of such accounts and instruments and the amount of the transactions during the relevant year as of December 31 of the relevant year.

Foreign Asset/Account Tax Reporting Information. You are required to report rights or assets deposited or held outside of Spain (including shares of Common Stock acquired under the Plan or cash proceeds from the sale of such shares of Common Stock) as of December 31 of each year, if the value of such rights or assets exceeds €50,000 per type of right or asset.After such rights and/or assets are initially reported, the reporting obligation will apply for

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subsequent years only if the value of any previously-reported rights or assets increases by more than €20,000 or if the ownership of the assets is transferred or relinquished during the year. The reporting requirement must be completed by the following March 31.

The exchange control and foreign asset / account reporting requirements in Spain are complex. *You should consult your personal legal and tax advisors to ensure compliance with the applicable requirements.*

SWEDEN

Terms and Conditions

Authorization to Withhold. The following provision supplements Section 4 of the Global Stock Option Agreement:

Without limiting the Company's or the Service Recipient's authority to satisfy their withholding obligations for any Tax Liability as set forth in Section 4 of the Global Stock Option Agreement, in accepting the Option, you authorize the Company and/or the Service Recipient to withhold or sell shares of Common Stock otherwise deliverable to you upon exercise to satisfy any Tax Liability, regardless of whether the Company or the Service Recipient has a withholding obligation on any such Tax Liability.

SWITZERLAND

Notifications

Securities Law Information. Neither this document nor any other materials relating to the Plan (i) constitutes a prospectus according to articles 35 et seq. of the Swiss Federal Act on Financial Services ("***FinSA***"); (ii) may be publicly distributed or otherwise made publicly available in Switzerland to any person other than an Employee; or (iii) has been or will be filed with, approved or supervised by any Swiss reviewing body according to article 51 FinSA or any Swiss regulatory authority, including the Swiss Financial Market Supervisory Authority ("FINMA").

TAIWAN

Terms and Conditions

Securities Law Information. The offer of participation in the Plan is available only for Employees and Consultants. The offer of participation in the Plan is not a public offer of securities by a Taiwanese company.

Data Privacy. The following provision supplements Section 1 of the Terms and Conditions Applicable to All Non-U.S. Participants set forth above:

You hereby acknowledge having read and understood Section 1 of the Terms and Conditions Applicable to All Non-U.S. Participants set forth above and, by participating in the Plan, agree to such terms. In this regard, upon request of the Company or an Affiliate, you agree to provide any executed data privacy consent form (or any other agreements or consents that may be required by the Company or an Affiliate) that the Company and/or an Affiliate may deem necessary under applicable data privacy laws, either now or in the future. You understand that you will not be able to participate in the Plan if you fail to execute any such consent or agreement.

Notifications

Exchange Control Information. Taiwanese residents may acquire and remit foreign currency (including proceeds from the sale of shares of Common Stock) into and out of Taiwan up to US $5,000,000 per year. You understand that if you are a Taiwanese resident, and the transaction amount exceeds TWD 500,000 in a single transaction, you may need to submit a foreign exchange transaction form and provide supporting documentation to the satisfaction of the remitting bank.

UNITED ARAB EMIRATES

Notifications

Securities Law Information. Participation in the Plan is being offered only to eligible Employees, Consultants, and Directors and is in the nature of providing equity incentives. Any documents related to participation in the Plan, including the Plan, the Agreement and any other grant documents ("***Option Documents***"), are intended for distribution only to such eligible Employees, Consultants, and Directors and must not be delivered to, or relied on by, any other person.

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The United Arab Emirates securities or financial/economic authorities have no responsibility for reviewing or verifying any Option Documents and have not approved the Option Documents nor taken steps to verify the information set out in them, and thus, are not responsible for their content. Prospective purchasers of the securities offered should conduct their own due diligence on the securities. You acknowledge that if you do not understand the contents of the Option Documents, you should consult an authorized financial advisor.

UNITED KINGDOM

Terms and Conditions

Tax Responsibility and Satisfaction. The following provision supplements Section 4 of the Global Stock Option Agreement:

Income tax and national insurance contributions may arise on exercise of (or any other dealing in) the Option, and you agree as a condition of exercise of the Option to meet any such Tax Liability, including your primary Class 1 and the Service Recipient's secondary Class 1 national insurance contributions ("***NICs***") arising on exercise of the Option for which the Service Recipient is required to account to HM Revenue and Customs ("***HMRC***"). It is a condition of exercise of the Option that, if required by the Company or any Affiliate, you enter into such arrangements as the Company or any Affiliate may require for satisfaction of those Tax Liabilities. You acknowledge that you may be required as a condition of exercise of the Option to enter into a joint election whereby the Service Recipient's liability for NICs is transferred to you on terms set out in the election and approved by HMRC.

Without limitation to Section 4 of the Global Stock Option Agreement, you agree that you are responsible for all Tax Liability and hereby covenant to pay all such Tax Liability, as and when requested by the Company or an Affiliate or by HMRC (or any other tax authority or any other relevant authority). You also agree to indemnify and keep indemnified the Company and its Affiliates against any Tax Liability they are required to pay or withhold or have paid or will pay to HMRC (or any other tax authority or any other relevant authority) on your behalf.

Notwithstanding the foregoing, if you are a director or executive officer (within the meaning of Section 13(k) of the Exchange Act), you understand that you may not be able to indemnify the Company for the amount of any withholding obligation for Tax Liability not collected from or paid by you, in case the indemnification could be considered to be a loan. In this case, the Tax Liability not collected or paid within 90 days of the end of the U.K. tax year in which the taxable event occurs may constitute a benefit to you on which additional income tax and NICs may be payable. You understand that you will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying to the Company and/or an Affiliate (as appropriate) the amount of any employee NICs due on this additional benefit, which may also be obtained from you by any of the means referred to in Section 4 of the Global Stock Option Agreement.

Participant: _____

Date: _____

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ironSource Share Incentive Plan

Denmark - Employer Statement

AFTALE OM TILDELING AF AKTIEOPTIONER, HERUNDER ERKLÆRING I HENHOLD TIL AKTIEOPTIONSLOVEN

Unity Technologies ApS
Loevstraede 5, DK-1152
København K
Danmark
(det "Danske Selskab")

og

Den i Tildelingsmeddelelsen anførte Optionsindehaver
("Medarbejderen")

og

Unity Software Inc.
30 3rd Street
San Francisco, California 94103
USA
("Selskabet")

indgået denne aftale (den "Danske Aftale") i relation til de aktieoptioner ("Optioner"), som Selskabet har tildelt Medarbejderen. Den Danske Aftale udgør endvidere en erklæring til Medarbejderen i henhold til lov om brug af køberet eller tegningsret til aktier m.v. i ansættelsesforhold ("Aktieoptionsloven") § 3, stk. 1.

I tilfælde af uoverensstemmelser mellem den Danske Aftale og Medarbejderens ansættelsesaftale med det Danske Selskab har den Danske Aftale forrang.

AGREEMENT CONCERNING GRANTING OF OPTIONS, INCLUDING STATEMENT PURSUANT TO THE DANISH STOCK OPTION ACT

Unity Technologies ApS
Loevstraede 5, DK-1152
Copenhagen K
Denmark
(the "Danish Company")

and

The Optionholder named in the Grant Notice
(the "Employee")

and

Unity Software Inc.
30 3rd Street
San Francisco, California 94103
USA
(the "Company")

have entered into this agreement (the "Danish Agreement") concerning the stock options (the "Options") granted by the Company to the Employee. The Danish Agreement also constitutes a statement to the Employee pursuant to section 3 (1) of the Danish Act on the exercise of stock acquisition rights or stock subscription rights in employment relationships, etc. (the "Stock Option Act").

In the event of any discrepancies between the Danish Agreement and the Employee's contract of employment with the Danish Company, this Danish Agreement shall prevail.

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Selskabet har vedtaget et aktieoptionsprogram, der omfatter medarbejdere i Selskabet og dettes tilknyttede virksomheder, herunder det Danske Selskabs medarbejdere. Vilkårene for aktieoptionsprogrammet, der også omfatter de Optioner, der tildeles i medfør af den Danske Aftale, er fastsat i "Unity Software Inc. ironSource Share Incentive Plan" ("Planen") og "Unity Software Inc. Global Stock Option Agreement and Stock Option Grant Notice ("Aktieoptionsaftalen") (Planen og Aktieoptionsaftalen benævnes herefter samlet "Aktieoptionsprogrammet"). Denne Danske Aftale er betinget af Medarbejderens indgåelse af Aktieoptionsaftalen.

The Company has adopted a stock option program covering the employees of the Company and its affiliates, including the employees of the Danish Company. The terms of the stock option program, which also include the Options granted under the Danish Agreement, are set forth in the Unity Software Inc. ironSource Share Incentive Plan (the "Plan") and the Unity Software Inc. Global Stock Option Agreement and Stock Option Grant Notice (the "Stock Option Agreement"), (the Plan and Stock Option Agreement are hereinafter referred to as the "Stock Option Program"). This Danish Agreement is contingent on the Employee's concurrent execution of the Stock Option Agreement.

Vilkårene i Aktieoptionsprogrammet finder anvendelse på Medarbejderens Optioner, medmindre den Danske Aftale fastsætter vilkår, der fraviger vilkårene i Aktieoptionsprogrammet. I sådanne tilfælde har den Danske Aftales vilkår forrang.

The terms of the Stock Option Program apply to the Employee's Options, unless the Danish Agreement stipulates terms that deviate from the terms of the Stock Option Program. In such situations, the terms of the Danish Agreement shall prevail.

Definitioner anvendt i den Danske Aftale skal have samme betydning som i Aktieoptionsprogrammet, medmindre andet følger af den Danske Aftale.

The definitions of the Danish Agreement shall have the same meaning as the definitions of the Stock Option Program, unless otherwise provided by the Danish Agreement.

1	OPTIONER OG VEDERLAG	1	OPTIONS AND CONSIDERATION
1.1	Medarbejderen tildeles løbende efter Selskabets Bestyrelses ("Bestyrelsen") diskretionære beslutning Optioner, der giver ret til at købe aktier ("Aktier") i Selskabet. Optionerne tildeles vederlagsfrit.	1.1	The Employee is granted Options on a current basis at the discretion of the Company's Board of Directors (the "Board") entitling the Employee to purchase shares of common stock ("Shares") in the Company. The Options are granted free of charge.
1.2	Købsprisen pr. Aktie ("Købsprisen"), der betales ved udnyttelse af en Option, svarer til Markedsprisen pr. aktie for Selskabets aktier på Optionens tildelingsdag som fastsat af Bestyrelsen og i Planens punkt 7.2.	1.2	The exercise price per Share (the "Exercise Price") at which an Option may be exercised shall be equivalent to the Fair Market Value per share of the Company's common stock on the effective date of the grant of the Option as determined by the Board and as further specified in Section 7.2 of the Plan.
2	KRITERIER ELLER BETINGELSER FOR TILDELINGEN	2	CRITERIA OR CONDITIONS FOR THE GRANT

2.1	Medarbejdere, konsulenter og bestyrelsesmedlemmer i Selskabet eller en tilknyttet virksomhed, der er udpeget af Lønudvalget på Optionens tildelingsdag, er berettigede til at deltage i Aktieoptionsprogrammet	2.1	Employees, consultants and directors of the Company or an affiliate of the Company designated by the Committee on the effective date of the grant may be eligible to participate.
3	ØVRIGE VILKÅR	3	OTHER TERMS AND CONDITIONS

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3.1	Optionerne tildeles i overensstemmelse med Aktieoptionsprogrammet.	3.1	The Options are granted under the Stock Option Program.
3.2	Optionerne tildeles efter Lønudvalgets skøn i Aktieprogrammets løbetid.	3.2	The Options are granted at the discretion of the Committee during the term of the Stock Option Program.
3.3	Optionerne optjenes efter følgende i Tildelingsmeddelelsen anførte skema.	3.3	The Options shall vest according to the schedule set forth in the Grant Notice.
3.4	Modningen er betinget af, at Medarbejderen er ansat i det Danske Selskab eller en anden med Selskabet koncernforbundet enhed, og der tildeles ikke Optioner og Optioner modnes ikke efter ansættelsesforholdets ophør, uanset årsag hertil, jf. dog nedenfor. Modningen af Optioner påvirkes ikke af lovreguleret orlov.	3.4	The vesting of Options is conditional on the Employee being employed with the Danish Company or another entity in the Company group and no Options are granted or shall vest after the termination of such employment, regardless of the reason for such termination, cf. however below. The vesting of Options is not influenced by statutory leave.
4	UDNYTTELSE	4	EXERCISE
4.1	Modnede Optioner kan udnyttes som fastsat i punkt 3.3.	4.1	Outstanding Options may be exercised once vested as stated in clause 3.3.
4.2	Ikke-modnede Optioner kan ikke udnyttes medmindre Bestyrelsen træffer anden beslutning herom.	4.2	Unvested Options cannot be exercised, unless determined otherwise specified by the Board.
4.3	Optionerne bortfalder på ti-årsdagen for tildeling.	4.3	Options expire no later than 10 years after the date of grant.
5	OPSIGELSE	5	TERMINATION

5.1	I tilfælde af, at Medarbejderens ansættelsesforhold ophører på grund af Medarbejderens handicap, kan Optionen, i det omfang denne ikke er udnyttet og kan udnyttes for modnede aktier på tidspunktet, hvor Medarbejderens ansættelse ophører, til enhver tid udnyttes af Medarbejderen (eller Medarbejderens værge eller juridiske repræsentant) inden udløbet af en periode på tolv (12) måneder efter fratrædelsesdatoen, men under ingen omstændigheder senere end Optionens Udløbsdato.	5.1	If the Employee's employment terminates because of the disability of the Employee, the Option, to the extent unexercised and exercisable for vested shares on the date on which the Employee's employment terminated, may be exercised by the Employee (or the Employee's guardian or legal representative) at any time prior to the expiration of twelve (12) months after the employment terminates, but in any event no later than the Option Expiration Date.

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5.2	I tilfælde af, at Medarbejderens ansættelsesforhold ophører på grund af Medarbejderens død, kan Optionen, i det omfang denne ikke er udnyttet og kan udnyttes for modnede aktier på tidspunktet, hvor Medarbejderens ansættelse ophører, til enhver tid udnyttes af Medarbejderens juridiske repræsentant eller anden person, som har opnået ret til at udnytte Optionen som følge af Medarbejderens død, inden udløbet af en periode på tolv (12) måneder efter fratrædelsesdatoen, men under ingen omstændigheder senere end Optionens Udløbsdato. Medarbejderens ansættelse anses for ophørt på grund af død, hvis Medarbejderen dør inden for tre (3) måneder efter fratrædelsesdatoen. Endvidere kan, i det i Tildelingsmeddelelsen anførte omfang, modningen af ikke-modnede Optioner accelereres efter fratræden på grund af død.	5.2	If the Employee's employment terminates because of the death of the Employee, the Option, to the extent unexercised and exercisable for vested shares on the date on which the Employee's employment terminated, may be exercised by the Employee's legal representative or other person who acquired the right to exercise the Option by reason of the Employee's death at any time prior to the expiration of twelve (12) months after the employment terminates, but in any event no later than the Option Expiration Date. The Employee's employment shall be deemed to have terminated on account of death if the Participant dies within three (3) months after the employment terminates. Further, to the extent set forth in the Grant Notice, the vesting of unvested Options may be accelerated upon termination due to death.
5.3	I tilfælde af det Danske Selskabs opsigelse/bortvisning som følge af Medarbejderens misligholdelse af ansættelsesaftalen bortfalder Medarbejderens ikke- udnyttede Optioner uden kompensation pr. ansættelsesforholdets ophør.	5.3	If the Danish Company terminates/summarily dismisses the Employee due the Employee's breach of the employment agreement, all Options, which have not been exercised at the time of termination, will lapse without further notice or compensation as of the date the employment terminates.

5.4	I tilfælde af det Danske Selskabs opsigelse af Medarbejderen af andre årsager, bortset fra handicap, død eller misligholdelse af ansættelsesaftalen, kan Optionen, i det omfang denne ikke er udnyttet og kan udnyttes for modnede aktier på tidspunktet, hvor Medarbejderens ansættelse ophører, til enhver tid udnyttes af Medarbejderen inden udløbet af en periode på tre (3) måneder efter fratrædelsesdatoen, men under ingen omstændigheder senere end Optionens Udløbsdato.	5.4	If the Danish Company terminates/dismisses the Employee for any other reason, except Disability, death or breach of the employment agreement, the Option, to the extent unexercised and exercisable for vested shares by the Employee on the date on which the Employee's employment is terminated, may be exercised by the Employee at any time prior to the expiration of three (3) months after the employment terminates, but in any event no later than the Option Expiration Date.
6	REGULERING AF OPTIONER	6	ADJUSTMENT OF THE OPTIONS
6.1	*Regulering ved kapitalændringer* Ved en ændring i antallet af udestående Ordinære Aktier som følge af en ændring i Selskabets kapitalstruktur uden vederlag såsom aktieudbytte, rekapitalisering, aktiesplit, omvendt aktiesplit, opdeling og omklassificering, kan der, som yderligere reguleret i Aktieoptionsprogrammet, gennemføres justeringer, der kan påvirke Aktieoptionsprogrammet, herunder en justering af antallet af samt klassen af de Ordinære Aktier, der kan opnås i henhold til Programmet, af Købsprisen pr. aktie og af det antal Ordinære Aktier for hver option i henhold til Programmet, der endnu ikke er udnyttet.	6.1	*Adjustment in connection with capital changes* As further set out in the Stock Option Program, if the number of outstanding shares of Common Stock is changed by a modification in the capital structure of the Company without consideration such as a stock dividend, recapitalization, stock split, reverse stock split, subdivision or reclassification then adjustments may be made that may impact the Stock Option Program including adjusting of the number and class of Common Stock that may be delivered under the Stock Option Program, the Exercise Price per share and the number of shares of Common Stock covered by each option under the Stock Option Program which has not yet been exercised.

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6.2	*Andre ændringer* Såfremt der sker ændring i Selskabets ejerforhold, kan der ske andre ændringer i Aktieoptionsprogrammet, som beskrevet deri.	6.2	*Other changes* If there is a change in control of the Company adjustments may be made to the Stock Option Program as further set out therein.
6.3	*Lønudvalgets regulering af Optioner* Lønudvalgets bemyndigelse til at regulere Optionerne i de i punkt 6 omhandlede situationer er underlagt punkt 6 i Planen og punkt 7 i Aktieoptionsaftalen.	6.3	*Committee's regulation of Options* The Committee's authority to regulate the Options in the situations comprised by this section 6 shall be governed by section 6 of the Plan and section 7 of the Stock Option Agreement.
7	ØKONOMISKE ASPEKTER VED DELTAGELSE I ORDNINGEN	7	THE FINANCIAL ASPECTS OF PARTICIPATING IN THE SCHEME
7.1	Optionerne er risikobetonede værdipapirer, der er afhængige af aktiemarkedet og Selskabets resultater. Som følge heraf er der ingen garanti for, at udnyttelsen af Optionerne udløser en fortjeneste. Optionerne skal ikke medregnes ved opgørelsen af feriepenge, fratrædelsesgodtgørelse, godtgørelse eller kompensation fastsat ved lov, pension og lignende.	7.1	The Options are risky securities influenced by the capital market and the Company's results. Consequently, there is no guarantee that the exercise of the Options will trigger a profit. The Options are not to be included in the calculation of holiday allowance, severance pay, statutory allowance and compensation, pension and similar payments.
8	SKATTEMÆSSIGE FORHOLD	8	TAX MATTERS
8.1	De skattemæssige konsekvenser for Medarbejderen som følge af tildelingen af Optionerne og den efterfølgende udnyttelse heraf er det Danske Selskab og Selskabet uvedkommende. Det Danske Selskab opfordrer Medarbejderen til selvstændigt at indhente rådgivning om den skattemæssige behandling af tildeling og udnyttelse af Optionerne.	8.1	Any tax consequences for the Employee arising out of the Options and the exercise thereof are of no concern to the Danish Company or the Company. The Danish Company encourages the Employee to obtain individual tax advice in relation to the effect of grant and exercise of the Options.
9	OVERDRAGELSE OG PANTSÆTNING AF WARRANTS MV.	9	TRANSFER AND PLEDGING OF OPTIONS, ETC.
9.1	Optionerne er personlige og kan hverken sælges, bortgives, pantsættes eller på anden måde overdrages til tredjemand, frivilligt eller ved udlæg.	9.1	The Options are personal instruments that cannot be sold, given away, pledged or otherwise transferred to a third party, whether voluntarily or by execution.
9.2	Udover at udgøre en selvstændig erklæring i henhold til Aktieoptionsloven § 3, stk. 1, udgør Aftalen en integreret del af Medarbejderens ansættelsesaftale med det Danske Selskab og er undergivet dansk lovgivning.	9.2	In addition to constituting a statement in accordance with section 3 (1) of the Danish Stock Option Act, this Agreement constitutes an integral part of the Employee's contract of employment with the Danish Company and is subject to Danish law.

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Unity Software Inc.
ironSource Share Incentive Plan
RSU Award Grant Notice

Unity Software Inc. (the ***"Company"***) has awarded to you (the "***Participant***") the number of restricted stock units specified and on the terms set forth below (the ***"RSU Award"***). Your RSU Award is subject to all of the terms and conditions as set forth herein and in the Company's ironSource Share Incentive Plan (the ***"Plan"***) and the Global Restricted Stock Unit Award Agreement, including any country-specific appendices thereto (the "***Appendix***"), which are attached hereto and incorporated herein in their entirety. Capitalized terms not explicitly defined herein but defined in the Plan or the Global Restricted Stock Unit Award Agreement shall have the meanings set forth in the Plan or the Agreement.

Participant:	_____
Date of Grant:	_____
Vesting Commencement Date:	_____
Number of Restricted Stock Units:	_____

Vesting Schedule: [_____]. Notwithstanding the foregoing, except as set forth below, vesting shall terminate upon the Participant's termination of Continuous Service.

If the Participant's Continuous Service terminates because of the Participant's death (i) within the first year of the Participant's Continuous Service, then 50% of the Number of Restricted Stock Units as set forth above shall vest effective as of immediately prior to the effective time of such termination or (ii) on or following the first year of the Participant's Continuous Service, then 100% of the Number of Restricted Stock Units set forth above shall vest effective as of immediately prior to the effective time of such termination.

Issuance Schedule: One share of Common Stock shall be issued for each restricted stock unit which vests at the time set forth in Section 5 of the Global Restricted Stock Unit Award Agreement.

Participant Acknowledgements: By your signature below or by electronic acceptance or authentication in a form authorized by the Company, you understand and agree that:

- The RSU Award is governed by this RSU Award Grant Notice (the "***Grant Notice***"), and the provisions of the Plan and the Global Restricted Stock Unit Award Agreement (including the Appendix), all of which are made a part of this document. This Grant Notice, the Global Restricted Stock Unit Award Agreement and the Appendix (collectively, the "***Agreement***") may not be modified, amended or revised except in a writing signed by you and a duly authorized officer of the Company, unless otherwise provided in the Plan.
- You have read and are familiar with the provisions of the Plan, the Agreement and the Prospectus. In the event of any conflict between the provisions in this Agreement (including the Grant Notice, the Global Restricted Stock Unit Award Agreement and the Appendix) or the Prospectus and the terms of the Plan, the terms of the Plan shall control.
- The Agreement sets forth the entire understanding between you and the Company regarding the acquisition of Common Stock and supersedes all prior oral and written agreements, promises and/or representations on that subject with the exception of: (i) other equity awards previously granted to you, and (ii) any written employment agreement, offer letter, severance agreement, written severance plan or policy, or other written agreement between the Company and you in each case that specifies the terms that should govern this RSU Award.

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- You consent to receive the Agreement, the Plan, the Prospectus and any other Plan-related documents by electronic delivery and to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.
- Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

UNITY SOFTWARE INC.	**PARTICIPANT:**
By: _____	_____
Signature	Signature
Title: _____	Date: _____
Date: _____	

Unity Software Inc.
ironsource share Incentive Plan
Global Restricted Stock Unit Award Agreement (RSU Award)

As reflected by your RSU Award Grant Notice ("***Grant Notice***") Unity Software Inc. (the "***Company***") has granted you a RSU Award under its ironSource Share Incentive Plan (the "***Plan***") for the number of restricted stock units as indicated in your Grant Notice (the "***RSU Award***"). The terms of your RSU Award as specified in this Global Restricted Stock Unit Award Agreement for your RSU Award, including the Appendix as defined below and the Grant Notice constitute your Agreement (the Grant Notice, Global Restricted Stock Unit Award Agreement and Appendix, collectively, are referred to as the "***Agreement***"). Defined terms not explicitly defined in this Global Restricted Stock Unit Award Agreement but defined in the Grant Notice or the Plan shall have the same definitions as in the Grant Notice or Plan, as applicable

The general terms applicable to your RSU Award are as follows:

1. **Governing Plan Document.** Your RSU Award is subject to all the provisions of the Plan, including but not limited to the provisions in:

(a) Section 13 of the Plan regarding the impact of a Capitalization Adjustment, dissolution, liquidation, or Corporate Transaction on your RSU Award;

(b) Section 16 of the Plan regarding the tax consequences of your RSU Award.

(c) Section 19 of the Plan regarding the Company's retained rights to terminate your Continuous Service notwithstanding the grant of the RSU Award; and

Your RSU Award is further subject to all interpretations, amendments, rules and regulations, which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between the RSU Award Agreement and the provisions of the Plan, the provisions of the Plan shall control.

2. **Grant of the RSU Award.** This RSU Award represents your right to be issued on a future date the number of shares of Common Stock that is equal to the Number of Restricted Stock Units indicated in the Grant Notice as modified to reflect any Capitalization Adjustment and subject to your satisfaction of the vesting conditions set forth therein (the "***Restricted Stock Units***"). Any additional Restricted Stock Units that become subject to the RSU

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Award pursuant to Capitalization Adjustments as set forth in the Plan, if any, shall be subject, in a manner determined by the Board, to the same forfeiture restrictions, restrictions on transferability, and time and manner of delivery as applicable to the other Restricted Stock Units covered by your RSU Award.

3. Dividends. You shall receive no benefit or adjustment to your RSU Award with respect to any cash dividend, stock dividend or other distribution that does not result from a Capitalization Adjustment as provided in the Plan; provided, however, that this sentence shall not apply with respect to any shares of Common Stock that are delivered to you in connection with your RSU Award after such shares have been delivered to you.

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4. Withholding Obligations.

(a) Regardless of any action taken by the Company or, if different, the Affiliate to which you provide Continuous Service (the "***Service Recipient***") with respect to any income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items associated with the grant or vesting of the RSU Award or sale of the underlying Common Stock or other tax-related items related to your participation in the Plan and legally applicable to you (the "***Tax Liability***"), you hereby acknowledge and agree that the Tax Liability is your ultimate responsibility and may exceed the amount, if any, actually withheld by the Company or the Service Recipient. You further acknowledge that the Company and the Service Recipient (i) make no representations or undertakings regarding any Tax Liability in connection with any aspect of this RSU Award, including, but not limited to, the grant or vesting of the RSU Award, the issuance of Common Stock pursuant to such vesting, the subsequent sale of shares of Common Stock, and the payment of any dividends on the Common Stock; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the RSU Award to reduce or eliminate your Tax Liability or achieve a particular tax result. Further, if you are subject to Tax Liability in more than one jurisdiction, you acknowledge that the Company and/or the Service Recipient (or former service recipient, as applicable) may be required to withhold or account for Tax Liability in more than one jurisdiction. As further provided in Section 16.5 of the Plan, you hereby authorize the Company and any applicable Service Recipient to satisfy any applicable withholding obligations with regard to the Tax Liability by any of the following means or by a combination of such means: (1) causing you to pay any portion of the Tax Liability in cash; (2) withholding from any compensation otherwise payable to you by the Company or the Service Recipient; (3) withholding shares of Common Stock from the shares of Common Stock issued or otherwise issuable to you in connection with the Award ; *provided*, however, that to the extent necessary to qualify for an exemption from application of Section 16(b) of the Exchange Act, if applicable, such share withholding procedure will be subject to the express prior approval of the Board or the Committee; and/or (iv) permitting or requiring you to enter into a "same day sale" commitment, if applicable, with a broker-dealer that is a member of the Financial Industry Regulatory Authority (a "***FINRA Dealer***"), pursuant to this authorization and without further consent, whereby you irrevocably elect to sell a portion of the shares of Common Stock to be delivered in connection with your Restricted Stock Units to satisfy the Tax Liability and whereby the FINRA Dealer irrevocably commits to forward the proceeds necessary to satisfy the Tax Liability directly to the Company or the Service Recipient. Furthermore, you agree to pay the Company or the Service Recipient any amount the Company or the Service Recipient may be required to withhold, collect or pay as a result of your participation in the Plan or that cannot be satisfied by the means previously described. In the event the obligation of the Company or applicable Service Recipient with respect to the Tax Liability arises prior to the delivery to you of Common Stock or it is determined after the delivery of Common Stock to you that the amount of the Tax Liability was greater than the amount withheld by the Company and/or the Service Recipient (as applicable), you agree to indemnify and hold the Company and/or the Service Recipient (as applicable) harmless from any failure by the Company or the applicable Service Recipient to withhold the proper amount.

(b) The Company may withhold or account for your Tax Liability by considering statutory withholding amounts or other withholding rates applicable in your jurisdiction(s), including (i) maximum applicable rates, in which case you may receive a refund of any over-withheld amount in cash (whether from applicable tax authorities or the Company) and will have no entitlement to the equivalent amount in Common Stock or (ii) minimum or such other applicable rates, in which case you may be solely responsible for paying any additional Tax Liability to the applicable tax authorities. If the Tax Liability is satisfied by withholding shares of Common Stock, for tax purposes, you are deemed to have been issued the full number of shares of Common Stock subject to the vested portion of the RSU Award, notwithstanding that a number of the shares of Common Stock is held back solely for the purpose of paying the Tax Liability.

(c) You acknowledge that you may not participate in the Plan and the Company shall have no obligation to deliver shares of Common Stock until you have fully satisfied the Tax Liability, as determined by the Company. Unless any withholding obligation for the Tax Liability is satisfied, the Company shall have no obligation to deliver to you any Common Stock in respect of the RSU Award.

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5. Date of Issuance.

(a) The issuance of shares in respect of the Restricted Stock Units is intended to comply with U.S. Treasury Regulations Section 1.409A-3(a) and will be construed and administered in such a manner. Subject to the satisfaction of the Tax Liability withholding obligation, if any, in the event one or more Restricted Stock Units vests, the Company shall issue to you one (1) share of Common Stock for each vested Restricted Stock Unit. Each issuance date determined by this paragraph is referred to as an "***Original Issuance Date***."

(b) If the Original Issuance Date falls on a date that is not a business day, delivery shall instead occur on the next following business day. In addition, if:

(i) the Original Issuance Date does not occur (1) during an "open window period" applicable to you, as determined by the Company in accordance with the Company's then-effective policy on trading in Company securities, or (2) on a date when you are otherwise permitted to sell shares of Common Stock on an established stock exchange or stock market (including but not limited to under a previously established written trading plan that meets the requirements of Rule 10b5-1 under the Exchange Act and was entered into in compliance with the Company's policies (a "***10b5-1 Arrangement***")), *and*

(ii) either (1) a Tax Liability withholding obligation does not apply, or (2) the Company decides, prior to the Original Issuance Date, (A) not to satisfy the Tax Liability withholding obligation by withholding shares of Common Stock from the shares otherwise due, on the Original Issuance Date, to you under this Award, and (B) not to permit you to enter into a "same day sale" commitment with a broker-dealer (including but not limited to a commitment under a 10b5-1 Arrangement) and (C) not to permit you to pay your Tax Liability in cash,

then the shares that would otherwise be issued to you on the Original Issuance Date will not be delivered on such Original Issuance Date and will instead be delivered on the first business day when you are not prohibited from selling shares of the Common Stock in the open public market, but in no event later than December 31 of the calendar year in which the Original Issuance Date occurs (that is, the last day of your taxable year in which the Original Issuance Date occurs), or, if and only if permitted in a manner that complies with U.S. Treasury Regulations Section 1.409A-1(b)(4), no later than the date that is the 15th day of the third calendar month of the applicable year following the year in which the shares of Common Stock under this Award are no longer subject to a "substantial risk of forfeiture" within the meaning of U.S. Treasury Regulations Section 1.409A-1(d).

6. Transferability. Except as otherwise provided in the Plan, your RSU Award is not transferable, except by will or by the applicable laws of descent and distribution

7. Corporate Transaction. Your RSU Award is subject to the terms of any agreement governing a Corporate Transaction involving the Company, including, without limitation, a provision for the appointment of a stockholder representative that is authorized to act on your behalf with respect to any escrow, indemnities and any contingent consideration.

8. No Liability for Taxes. As a condition to accepting the RSU Award, you hereby (a) agree to not make any claim against the Company, or any of its Officers, Directors, employees or Affiliates related to Tax Liability arising from the RSU Award or other compensation from the Company or the Service Recipient and (b) acknowledge that you were advised to consult with your own personal tax, financial and other legal advisors regarding the tax consequences of the RSU Award and have either done so or knowingly and voluntarily declined to do so.

9. Severability. If any part of this Agreement or the Plan is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity will not invalidate any portion of this Agreement or the Plan not declared to be unlawful or invalid. Any Section of this Agreement (or part of such a Section) so declared to be unlawful or invalid will, if possible, be construed in a manner which will give effect to the terms of such Section or part of a Section to the fullest extent possible while remaining lawful and valid.

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10. **Other Documents.** You hereby acknowledge receipt of or the right to receive a document providing the information required by Rule 428(b)(1) promulgated under the Securities Act, which includes the Prospectus. In addition, you acknowledge receipt of the Company's Trading Policy.

11. **Questions.** If you have questions regarding these or any other terms and conditions applicable to your RSU Award, including a summary of the applicable U.S. federal income tax consequences, please see the Prospectus.

12. **Lock-Up.** By accepting this RSU Award, you agree that you will not sell, dispose of, transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale with respect to any shares of Common Stock or other securities of the Company held by you, for a period of one hundred eighty (180) days following the effective date of a registration statement of the Company filed under the Securities Act or such longer period as the underwriters or the Company will request to facilitate compliance with FINRA Rule 2241 or any successor or similar rules or regulation(the "***Lock-Up Period***"); *provided, however*, that nothing contained in this section will prevent the exercise of a repurchase option, if any, in favor of the Company during the Lock-Up Period. You further agree to execute and deliver such other agreements as may be reasonably requested by the Company or the underwriters that are consistent with the foregoing or that are necessary to give further effect thereto. In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to your shares of Common Stock until the end of such period. You also agree that any transferee of any shares of Common Stock (or other securities) of the Company held by you will be bound by this Section 12. The underwriters of the Company's stock are intended third party beneficiaries of this Section 12 and will have the right, power and authority to enforce the provisions hereof as though they were a party hereto.

13. **Venue**. For purposes of any action, lawsuit, or other proceedings brought to enforce this Agreement, relating to it, or arising from it, the parties hereby submit to and consent to the sole and exclusive jurisdiction of the courts of the State of California, or the federal courts for Northern District of California, and no other courts, where this grant is made and/or to be performed.

14. **Waiver.** You acknowledge that a waiver by the Company of any provision, or breach thereof, of this Agreement on any occasion shall not operate or be construed as a waiver of such provision on any other occasion or as a waiver of any other provision of this Agreement, or of any subsequent breach by you or any other Participant.

15. **Appendix**. Notwithstanding any provisions in this Agreement, the RSU Award shall be subject to any additional or different terms and conditions set forth in the Appendix to this Global Restricted Stock Unit Award Agreement for your country (the "***Appendix***") set forth as Exhibit A to this Global Restricted Stock Unit Award Agreement. Moreover, if you relocate to one of the countries included in the Appendix, the additional or different terms and conditions for such country will apply to you, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of this Global Restricted Stock Unit Award Agreement.

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EXHIBIT A

Unity Software Inc.

IronSource Share Incentive Plan

Appendix to Global Restricted Stock Unit Award Agreement

Terms and Conditions

This Appendix includes additional terms and conditions that govern the RSU Award granted to you under the Plan if you reside and/or work outside the United States.

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Terms and Conditions

This Appendix includes additional terms and conditions that govern the RSU Award granted to you under the Plan if you reside and/or work outside of the United States. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan and/or the Global Restricted Stock Unit Award Agreement to which this Appendix is attached.

If you are a citizen or resident of a country other than the one in which you are currently working and/or residing, transfer to another country after the Date of Grant, or are considered a resident of another country for local law purposes, the Company shall, in its discretion, determine the extent to which the terms and conditions contained herein shall be applicable to you.

Notifications

This Appendix also includes information regarding securities, exchange controls, tax, and certain other issues of which you should be aware with respect to your participation in the Plan. The information is provided solely for the convenience of you and is based on the securities, exchange control, tax, and other laws in effect in the respective countries as of November 2022. Such laws are often complex and change frequently. As a result, the Company strongly recommends that you not rely on the information noted herein as the only source of information relating to the consequences of your participation in the Plan because the information may be out of date by the time you vest in the RSU Award or sell any shares of Common Stock acquired at vesting of the RSU Award.

In addition, the information contained in this Appendix is general in nature and may not apply to your particular situation, and the Company is not in a position to assure you of any particular result. Accordingly, you should seek appropriate professional advice as to how the applicable laws in your country may apply to your situation.

Finally, you understand that if you are a citizen or resident of a country other than the one in which you are currently residing and/or working, transfer to another country after the Date of Grant, or are considered a resident of another country for local law purposes, the notifications contained herein may not be applicable to you in the same manner.

TERMS AND CONDITIONS APPLICABLE TO NON-U.S. PARTICIPANTS

In accepting the RSU Award, you acknowledge, understand and agree to the following:

1. **Data Privacy Information.** The Company is located at 30 3rd Street, San Francisco, CA 94103, United States, and grants Awards to employees of the Company and its Affiliates, at the Company's sole discretion. If you would like to participate in the Plan, please review the following information about the Company's data processing practices.

The following provision applies to Participants who work and/or reside outside the European Union/European Economic Area.

Data Collection and Usage. You hereby explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of your personal data as described in the Grant Notice and the Agreement by and among, as applicable, the Company, the Service Recipient and other Affiliates for the exclusive purpose of implementing, administering and managing your participation in the Plan.

Data Processing. You understand that the Company and the Service Recipient hold certain personal information about you, including, without limitation, your name, home address, email address and telephone number, date of birth, social insurance number, passport or other identification number, salary, nationality and citizenship, job title, any shares of Common Stock or directorships held in the Company, details of all Awards or other entitlements to shares of Common Stock, granted, canceled, exercised, vested, unvested or outstanding in your favor ("***Data***"), for the purpose of implementing, administering and managing the Plan.

Stock Plan Administration, Data Transfer, Retention and Data Subject Rights. You understand that the Data will be transferred to the Charles Schwab & Co., Inc. (including its affiliated companies) ("***Schwab***"), Equity Plan Solutions ("***EPS***"), and/or such other stock plan service provider as the Company may select to assist the Company with the implementation, administration and management of the Plan. You understand that the recipients of the Data may be located in your country of work and/or residence, or elsewhere, and that any recipient's country may have different data privacy laws and protections than your country of work and/or residence. You understand that you may request a list with the names and addresses of any potential recipients of the Data by contacting your local human resources representative. You authorize the Company, Schwab, EPS and any other possible recipients which may assist the

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Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purpose of implementing, administering and managing your participation in the Plan. You understand that Data will be held only as long as is necessary to implement, administer and manage your participation in the Plan. You understand that you may, at any time, view the Data, request additional information about the storage and processing of the Data, require any necessary amendments to the Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing your local human resources representative. Further, you understand that you are providing the consents herein on a purely voluntary basis. If you do not consent, or if you later seek to revoke your consent, your Continuous Service will not be affected; the only consequence of refusing or withdrawing your consent is that the Company would not be able to grant you the RSU Award or other equity awards or administer or maintain such awards. Therefore, you understand that refusal or withdrawal of consent may affect your ability to participate in the Plan. For more information on the consequences of your refusal to consent or withdrawal of consent, you understand that you may contact your local human resources representative.

The following provision applies to Participants who work and/or reside inside the European Union/European Economic Area (including Switzerland and the United Kingdom).

Data Collection and Usage. The Company, the Service Recipient, and other Affiliates collect, process, transfer and use personal data about you that is necessary for the purpose of implementing, administering and managing the Plan. This personal data may include your name, home address, email address and telephone number, date of birth, social insurance number, passport or other identification number, salary, nationality and citizenship, job title, any shares of Common Stock or directorships held in the Company, details of all Awards or other entitlements to shares of Common Stock, granted, canceled, exercised, vested, unvested or outstanding in your favor ("***Data***"), which the Company receives from you or the Service Recipient.

Purposes and Legal Bases of Processing. The Company processes the Data for the purpose of performing its contractual obligations under the Agreement, granting RSU Award, implementing, administering and managing your participation in the Plan. The legal basis for the processing of the Data by the Company and the third party service providers described below is the necessity of the data processing for the Company to perform its contractual obligations under the Agreement and for the Company's legitimate business interests of managing the Plan and generally administering employee equity awards.

Stock Plan Administration Service Providers. The Company transfers Data to Charles Schwab & Co., Inc. (including its affiliated companies) ("***Schwab***"), Equity Plan Solutions ("***EPS***"), independent service providers with operations, relevant to the Company, in Canada and the United States, and/or such other stock plan service provider as the Company may select to assist the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different service provider and share your Data with another service provider that serves in a similar manner. The Company's service provider may open an account for you to receive and trade shares of Common Stock. The processing of your Data will take place through both electronic and non-electronic means. You may be asked to agree on separate terms and data processing practices with Schwab, EPS, or such other stock plan service provider as may be selected by the Company, with such agreement being a condition of the ability to participate in the Plan.

International Data Transfers. You understand that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country (*e.g.*, the United States) may have different data privacy laws and protections than your country. You understand that you may request a list with the names and addresses of any then-current recipients of the Data by contacting your local human resources representative. When transferring Data to its affiliates, Schwab, EPS, or such other stock plan service provider as may be selected by the Company, the Company provides appropriate safeguards described in the Company's applicable policy on data privacy.

Data Retention. The Company will use your Data only as long as is necessary to implement, administer and manage your participation in the Plan or as required to comply with Applicable Laws, exercise or defense of legal rights, or archiving, deletion, and backup purposes. When the Company no longer needs your Data, the Company will remove it from its systems to the fullest extent reasonably practicable. The Company may keep some of your Data longer to satisfy legal or regulatory obligations and the Company's legal basis for such use would be necessary to comply with legal obligations.

Contractual Requirement. Your provision of Data and its processing as described above is a contractual requirement and a condition to your ability to participate in the Plan. You understand that, as a consequence of your refusing to provide Data, the Company may not be able to allow you to participate in the Plan, grant RSU Awards to you or administer or maintain such RSU Awards. However, your participation in the Plan and your acceptance of the

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Agreement are purely voluntary. While you will not receive the RSU Award if you decide against participating in the Plan or providing Data as described above, your career and salary will not be affected in any way.

Data Subject Rights. You have a number of rights under data privacy laws in your country. Depending on where you are based, your rights may include the right to (i) request access or copies of your Data the Company processes, (ii) rectify incorrect Data and/or delete your Data, (iii) restrict processing of your Data, (iv) portability of your Data, (v) lodge complaints with the competent data protection authorities in your country and/or (vi) obtain a list with the names and addresses of any recipients of your Data. To receive clarification regarding your rights or to exercise your rights please contact the Company at Unity Software Inc., stockadmin@unity3d.com, Attn: Stock Administrator.

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1. **Insider Trading Restrictions/Market Abuse Laws**. You acknowledge that, depending on your country, you may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, which may affect your ability to directly or indirectly accept, acquire, sell or attempt to sell or otherwise dispose of shares of Common Stock or rights to the shares of Common Stock, or rights linked to the value of Common Stock during such times as you are considered to have "inside information" regarding the Company (as defined by Applicable Laws). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders placed by you before possessing the inside information. Furthermore, you may be prohibited from (i) disclosing inside information to any third party, including fellow employees (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them to otherwise buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. You acknowledge that it is your responsibility to comply with any applicable restrictions, and you should speak to your personal advisor on this matter.
2. **Language**. You acknowledge that you are sufficiently proficient in English, or have consulted with an advisor who is sufficiently proficient in English, so as to allow you to understand the terms and conditions of this Agreement. Furthermore, if you have received this Agreement, or any other document related to the RSU Award and/or the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.
3. **Foreign Asset/Account Reporting Requirements**. You acknowledge that there may be certain foreign asset and/or account, exchange control and/or tax reporting requirements which may affect your ability to acquire or hold shares of Common Stock acquired under the Plan or cash received from participating in the Plan (including any proceeds arising from the sale of shares of Common Stock or the payment of any cash dividends on the Common Stock) in a bank or brokerage account outside your country. The applicable laws of your country may require that you report such accounts, assets, the balances therein, the value thereof and/or the transactions related thereto to the applicable authorities in such country. You also may be required to repatriate sale proceeds or other funds received as a result of participating in the Plan to your country through a designated bank or broker within a certain time after receipt. It is your responsibility to be compliant with such regulations and you should speak with your personal advisor on this matter.
4. **Additional Acknowledgments and Agreements.** In accepting the RSU Award, you also acknowledge, understand and agree that:
    i. the Plan is established voluntarily by the Company, it is discretionary in nature, and may be amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;
    ii. the grant of the RSU Award is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of restricted stock units, or benefits in lieu of restricted stock units, even if restricted stock units have been granted in the past;
    iii. all decisions with respect to future RSU Awards or other grants, if any, will be at the sole discretion of the Company;
    iv. the RSU Award and your participation in the Plan shall not create a right to employment or be interpreted as forming an employment or service contract with the Company, the Service Recipient, or any other Affiliate, and shall not interfere with the ability of the Company, the Service Recipient or any other Affiliate, as applicable, to terminate your employment or service relationship at any time;
    v. You are voluntarily participating in the Plan;

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vi. the RSU Award and any shares of Common Stock acquired under the Plan, and the income from and value of same, are not intended to replace any pension rights or compensation;

vii. the RSU Award and the shares of Common Stock subject to the RSU Award, and the income from and value of same, are an extraordinary item of compensation outside the scope of your employment or service contract, if any, and are not to be considered part of your normal or expected compensation for any purpose, including but not limited to calculating severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, holiday pay, pension or retirement or welfare benefits or similar payments:

viii. the future value of the shares of Common Stock underlying the RSU Award is unknown, indeterminable, and cannot be predicted with certainty;

ix. unless otherwise agreed with the Company, the RSU Award and the shares of Common Stock underlying the RSU Award, and the income from and value of same, are not granted as consideration for, or in connection with, service you may provide as a director of an Affiliate;

x. no claim or entitlement to compensation or damages shall arise from forfeiture of the RSU Award resulting from the termination of your Continuous Service (for any reason whatsoever, whether or not later found to be invalid or in breach of labor laws in the jurisdiction where you are employed or providing service or the terms of your employment or service agreement, if any);

xi. for purposes of the RSU Award, your Continuous Service will be considered terminated as of the date you are no longer actively providing service (regardless of the reason for such termination and whether or not later found to be invalid or in breach of Applicable Laws in the jurisdiction where you are providing service or the terms of your employment or service agreement, if any), and unless otherwise determined by the Company or provided in the Agreement, your right to vest in the RSU Award will terminate as of such date and will not be extended by any notice period (*e.g.*, your period of Continuous Service would not include any contractual notice period or any period of “garden leave” or similar period mandated under Applicable Laws in the jurisdiction where you are providing service or the terms of your employment or service agreement, if any); the Company shall have the exclusive discretion to determine when you are no longer actively providing service for purposes of the RSU Award (including whether you may still be considered to be providing service while on a leave of absence);

xii. unless otherwise provided in the Plan or by the Company in its discretion, the RSU Award and the benefits evidenced by this Agreement do not create any entitlement to have the RSU Award or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares of the Company;

xiii. the RSU Award and the shares of Common Stock subject to the RSU Award are not part of normal or expected compensation or salary for any purpose; and

xiv. neither the Company, the Service Recipient nor any Affiliate shall be liable for any foreign exchange rate fluctuation between your local currency and the United States Dollar that may affect the value of the RSU Award or of any amounts due to you pursuant to the vesting of the RSU Award or the subsequent sale of any shares of Common Stock acquired upon vesting.

AUSTRALIA

Notifications

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Nature of Plan. The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies (subject to the conditions in that Act).

Securities Law Information. This RSU Award is being made under Division 1A Part 7.12 of the Corporations Act 2001 (Cth). If you offer shares of Common Stock acquired under the Plan for sale to a person or entity resident in Australia, your offer may be subject to disclosure requirements under Australian law. You should obtain legal advice on any disclosure obligations prior to making any such offer.

Exchange Control Obligations. If you are an Australian resident, exchange control reporting is required for cash transactions exceeding AUD 10,000 and for international fund transfers. If an Australian bank is assisting with the transaction, the bank will file the report on your behalf. If there is no Australian bank involved with the transfer, you will be required to file the report.

BELGIUM

Notifications

Foreign Asset / Account Tax Reporting Information. Belgian residents are required to report any security or bank accounts (including brokerage accounts) opened and maintained outside Belgium on their annual tax return. In a separate report, they must provide the National Bank of Belgium with certain details regarding such foreign accounts (including the account number, bank name and country in which such account was opened). The forms to complete this report are available on the website of the National Bank of Belgium.

CANADA

Terms and Conditions

Settlement. The following provision supplements Section 5 of the Global Restricted Stock Unit Award Agreement:

Notwithstanding any discretion in the Plan or anything to the contrary in this Agreement, the RSU Award shall be settled only in shares of Common Stock. This provision is without prejudice to the application of Section 4 of the Global Restricted Stock Unit Award Agreement.

Termination of Service. The following provision replaces Section 5(k) of the Terms and Conditions Applicable to All Non-U.S. Participants set forth above:

For purposes of the RSU Award, your Continuous Service will be considered terminated on, and your right (if any) to earn, seek damages in lieu of, vest in or otherwise benefit from any portion of the RSU Award pursuant to the Agreement will be measured by the date that is the earliest of (i) the date of termination of your Continuous Service or (ii) the date you receive notice of termination from the Service Recipient, in either case regardless of any period during notice, pay in lieu of such notice or related payments or damages are provided or required to be provided under Applicable Law. For greater certainty, you will not earn or be entitled to any pro-rated vesting for the portion of time before the date on which your right to vest terminates, nor will you be entitled to any compensation for lost vesting. Notwithstanding the foregoing, if applicable employment standards legislation explicitly requires continued entitlement to vesting during a statutory notice period, your right to vest in the RSU Award under the Plan, if any, will terminate effective as of the last day of the your minimum statutory notice period, but you will not earn or be entitled to pro-rated vesting if the vesting date falls after the end of the your statutory notice period, nor will you be entitled to any compensation for lost vesting;

The following provisions will apply if you are a resident of Quebec:

Authorization to Release and Transfer Necessary Personal Information. The following provision supplements Section 1 of the Terms and Conditions Applicable to All Non-U.S. Participants set forth above:

You hereby authorize the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. You acknowledge that your Data, including any sensitive personal information, may be transferred or disclosed outside of the province of Quebec, including to the United States. You further authorize the Company and/or any Affiliate to disclose and discuss the Plan with their advisors. You further authorize the Company and any Affiliate to record such information and to keep such information in your employee file. If applicable, you also acknowledge that the Company, the Service Recipient, and/or any Affiliate, Schwab, EPS and other service providers designated by the Company may use technology for profiling purposes and make automated decisions that may have an impact on your participation in the Plan or the administration of the Plan.

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Securities Law Information. The sale or other disposal of the Shares acquired at vesting of the RSU may not take place within Canada. You will be permitted to sell or dispose of any shares of Common Stock under the Plan only if such sale or disposal takes place outside Canada on the facilities on which such shares are traded (*i.e.*, the New York Stock Exchange).

Foreign Asset/Account Reporting Information. You are required to report any foreign specified property on form T1135 (Foreign Income Verification Statement) if the total value of the foreign specified property exceeds C$100,000 at any time in the year. Foreign specified property includes shares of Common Stock acquired under the Plan, and may include the RSU Award. The RSU Award must be reported (generally at a nil cost) if the $100,000 cost threshold is exceeded because of other foreign property you hold. If shares of Common Stock are acquired, their cost generally is the adjusted cost base ("***ACB***") of the shares of Common Stock. The ACB ordinarily would equal the fair market value of the Common Stock at the time of acquisition, but if you owns other shares of Common Stock, this ACB may have to be averaged with the ACB of the other shares of Common Stock. The form must be filed by April 30 of the following year. You should consult with your personal legal advisor to ensure compliance with applicable reporting obligations.

CHINA

Terms and Conditions

The following provisions apply to you if you are subject to exchange control restrictions imposed by the State Administration of Foreign Exchange ("***SAFE***"), as determined by the Company in its sole discretion:

Vesting of RSU Award. The following provision supplements Section 5 of the Global Restricted Stock Unit Award Agreement.

In addition to the vesting schedule set forth in the Grant Notice, the vesting of the RSU Award is conditioned on the Company's completion of a registration of the Plan with the SAFE and on the continued effectiveness of such registration (the "***SAFE Registration Requirement***"). In the event that the SAFE Registration Requirement has not been met prior to any date(s) on which the RSU Award is otherwise scheduled to vest, the vesting date for any such RSU Award shall instead occur once the SAFE Registration Requirement is met, as determined by the Company in its sole discretion (the "***Actual Vesting Date***").

If or to the extent the Company is unable to complete or maintain the SAFE registration, no shares of Common Stock subject to the RSU Award for which a SAFE registration cannot be completed or maintained shall be issued.

Forced Sale of Shares. The Company has discretion to arrange for the sale of the shares of Common Stock issued upon settlement of the RSU Award, either immediately upon settlement or at any time thereafter. In any event, if your Continuous Service is terminated, you will be required to sell all shares of Common Stock acquired upon settlement of the RSU Award within such time period as required by the Company in accordance with SAFE requirements. Any shares of Common Stock remaining in your brokerage account at the end of this period shall be sold by the broker (on your behalf and you hereby authorize such sale). You agree to sign any additional agreements, forms and/or consents that reasonably may be requested by the Company (or the Company's designated broker) to effectuate the sale of shares of Common Stock (including, without limitation, as to the transfer of the sale proceeds and other exchange control matters noted below) and shall otherwise cooperate with the Company with respect to such matters. You acknowledge that neither the Company nor the designated broker is under any obligation to arrange for the sale of shares of Common Stock at any particular price (it being understood that the sale will occur in the market) and that broker's fees and similar expenses may be incurred in any such sale. In any event, when the shares of Common Stock are sold, the sale proceeds, less any withholding of Tax Liability, broker's fees or commissions, and any similar expenses of the sale will be remitted to you in accordance with applicable exchange control laws and regulations.

Due to fluctuations in the price of the Common Stock and/or the U.S. Dollar exchange rate between the settlement date and (if later) the date on which the shares of Common Stock are sold, the sale proceeds may be more or less than the fair market value of the shares of Common Stock on the vesting date (which is the amount relevant to determining your Tax Liability). You understand and agrees that the Company is not responsible for the amount of any loss you may incur and that the Company assumes no liability for any fluctuation in the price of Common Stock and/or U.S. Dollar exchange rate.

Shares Must Remain With Company's Designated Broker. You agree to hold any shares of Common Stock received upon settlement of the RSU Award with the Company's designated broker until the shares of Common Stock are sold. The limitation shall apply to all shares of Common Stock issued to you under the Plan, whether or not you remain in Continuous Service.

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REFINITIV

Exchange Control Obligations. You understand and agree that you will be required to immediately repatriate to China the proceeds from the sale of any shares of Common Stock acquired under the Plan and any cash dividends paid on such shares of Common Stock. You further understand that such repatriation of proceeds may need to be effected through a special bank account established by the Company (or an Affiliate), and you hereby consent and agree that any sale proceeds and cash dividends may be transferred to such special account by the Company (or an Affiliate) on your behalf prior to being delivered to you and that no interest shall be paid with respect to funds held in such account.

The proceeds may be paid to you in U.S. dollars or local currency at the Company's discretion. If the proceeds are paid to you in U.S. dollars, you understand that a U.S. dollar bank account in China must be established and maintained so that the proceeds may be deposited into such account. If the proceeds are paid to you in local currency, you acknowledge that the Company (and its Affiliates) are under no obligation to secure any particular exchange conversion rate and that the Company (and its Affiliates) may face delays in converting the proceeds to local currency due to exchange control restrictions. You agree to bear any currency fluctuation risk between the time the shares of Common Stock are sold and the net proceeds are converted into local currency and distributed to you. You further agree to comply with any other requirements that may be imposed by the Company (or its Affiliates) in the future in order to facilitate compliance with exchange control requirements in China.

COLOMBIA

Terms and Conditions

Nature of Grant. Pursuant to article 127 of the Colombian Labor Code, neither the RSU Award nor any proceeds or other funds you may receive pursuant to the RSU Award will be considered a salary payment for any legal purpose, including, but not limited to, determining vacation pay, termination indemnities, payroll taxes or social insurance contributions. In consequence, the RSU Award and any proceeds or other funds you may receive pursuant to the RSU Award will be considered as non-salary payments as per Article 128 of the Colombian Labor Code (as amended by Article 15 of Law 50 of 1990) and Article 17 of Law 344 of 1996.

Notifications

Securities Law Information. The shares of Common Stock are not and will not be registered in the Colombian registry of publicly traded securities (*Registro Nacional de Valores y Emisores*) and, therefore, the Shares may not be offered to the public in Colombia. Nothing in the Grant Notice, the Agreement, the Plan or any other document related to the RSU Award shall be construed as the making of a public offer of securities in Colombia.

Exchange Control Information. You are responsible for complying with any and all Colombian foreign exchange requirements in connection with the RSU Award, any shares of Common Stock acquired and funds remitted into Colombia in connection with the Plan.This may include, among others, reporting obligations to the Central Bank (*Banco de la República*)and, in certain circumstances, repatriation requirements.You are responsible for ensuring your compliance with any applicable requirements and should speak to your personal legal advisor on this matter.

Foreign Asset / Account Tax Reporting Information. You must file an annual return providing details of assets held abroad to the Colombian Tax Office (*Dirección de Impuestos y Aduanas Nacionales*). If the individual value of these assets exceeds a certain threshold (currently 2,000 UVT), you must identify and characterize each asset, specify the jurisdiction in which it is located, and provide its value.

You should consult with your personal legal advisor to ensure compliance with the applicable requirements.

CZECH REPUBLIC

Notifications

Exchange Control Information. Czech residents may be required to fulfill certain notification duties in relation to the RSU Award and the opening and maintenance of a foreign account. Such notification will be required if the aggregate value of your foreign direct investments is CZK 2,500,000 or more, you have CZK 200,000,000 or more in foreign financial assets, or you are specifically requested to do so by the Czech National Bank. However, because exchange control regulations may change without notice, you should consult your personal legal advisor prior to the settlement of the RSU Award to ensure compliance with current regulations. It is your responsibility to comply with applicable Czech exchange control laws.

DENMARK

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Terms and Conditions

Stock Option Act Notification. You acknowledge you have been provided with an Employer statement translated into Danish, which is being provided to comply with the Danish Stock Option Act. The Employer statement is attached hereto as Exhibit B.

Notifications

Foreign Asset / Account Tax Reporting Information. If you establish an account holding shares of Common Stock or cash outside Denmark, you must report the account to the Danish Tax Administration. The form which should be used in this respect can be obtained from a local bank.

FINLAND

There are no country-specific terms.

FRANCE

Terms and Conditions

Type of RSU Award. The RSU Award is not intended to qualify for specific tax or social security treatment in France.

Language Consent. By accepting the RSU Award, you confirm having read and understood the documents relating to this grant (the Plan and the Agreement), which were provided in English language. You accept the terms of those documents accordingly.

En acceptant l'attribution, vous confirmez ainsi avoir lu et compris les documents relatifs à cette attribution (le Plan et ce Contrat) qui ont été communiqués en langue anglaise. Vous acceptez les termes en connaissance de cause.

Notifications

Foreign Asset/Account Tax Reporting Notification. French residents holding cash or securities (including shares of Common Stock acquired under the Plan) outside France must declare such accounts to the French Tax Authorities when filing their annual tax returns.

GERMANY

Notifications

Exchange Control Notification. Cross-border payments in excess of €12,500 (including transactions made in connection with the sale of securities) must be reported monthly to the German Federal Bank (*Bundesbank*) using the "General Statistics Reporting Portal" ("*Allgemeines Meldeportal Statistik*") available via Bundesbank's website (www.bundesbank.de). In addition, you may be required to report the acquisition and/or sale of shares of Common Stock to the Bundesbank if the value of the shares of Common Stock acquired or sold exceeds €12,500. You should consult your personal legal advisor to ensure compliance with applicable reporting requirements.

Foreign Asset/Account Reporting Notification. If your acquisition of shares of Common Stock under the Plan leads to a "qualified participation" at any point during the calendar year, you will need to report the acquisition when you file your tax return for the relevant year.A qualified participation is attained if (i) the value of the shares of Common Stock acquired exceeds EUR 150,000 or (ii) in the unlikely event you hold shares of Common Stock exceeding 10% of the total Common Stock. However, if the shares of Common Stock are listed on a recognized U.S. stock exchange and you own less than 1% of the Company, this requirement will not apply to you.

HONG KONG

Terms and Conditions

Form of Settlement. Notwithstanding any discretion contained in the Plan, the grant of the RSU Award does not provide any right for you to receive a cash payment. The RSUs are payable in shares of Common Stock only.

Sale of Shares. In the event the RSU Award vests within six months of the Date of Grant, you agree that you will not dispose of the shares of Common Stock acquired prior to the six-month anniversary of the Date of Grant.

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Securities Law Information.***WARNING:***The contents of this document have not been reviewed by any regulatory authority in Hong Kong. You should exercise caution in relation to the offer. If you are in any doubt about any of the contents of this document, you should obtain independent professional advice.

INDIA

Notifications

Exchange Control Information. You must repatriate any funds recognized in connection with the RSU Award to India within certain prescribed time periods (*e.g.*, proceeds from the sale of shares of Common Stock must be repatriated within 180 days of receipt or within such other period of time as may be required under applicable regulations). You should obtain a foreign inward remittance certificate ("***FIRC***") from the bank where you deposit the foreign currency and maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India, the Company, or the Service Recipient requests proof of repatriation.

Foreign Asset/Account Reporting Information. Indian residents are required to declare any foreign bank accounts and any foreign financial assets (including shares of Common Stock held outside India) in their annual tax return.

IRELAND

Notifications

Director Notification Obligation. Directors, shadow directors or secretaries of an Irish Affiliate must notify the Irish Affiliate in writing within five business days of receiving or disposing of an interest in the Company (*e.g.*, RSU Awards granted under the Plan, shares of Common Stock, etc.), or within five business days of becoming aware of the event giving rise to the notification requirement or within five business days of becoming a director or secretary if such an interest exists at the time, but only to the extent such individuals own 1% or more of the total Common Stock. If applicable, this notification requirement also applies with respect to the interests of the spouse or children under the age of 18 of the director, shadow director or secretary (whose interests will be attributed to the director, shadow director or secretary).

ISRAEL

Terms and Conditions

The following provisions apply if you were an Israeli tax resident when the RSU Award was granted:

Trust Arrangement. You understand and agree that the RSU Award granted under the Agreement is subject to and in accordance with the terms and conditions of the Plan, the Agreement, the Trust Agreement (the "***Trust Agreement***"), between the Company and the Company's trustee, IBI Capital Trust Ltd. (the "***Trustee***") or any successor trustee, appointed by the Company or an Affiliate.

Type of Grant. The RSU Award is intended to qualify for favorable tax treatment in Israel as a 102 Capital Gain Track Award subject to the terms and conditions of Section 102(b)(2) of the Ordinance ("***Section 102***") and the rules promulgated thereunder. Notwithstanding the foregoing, by accepting the RSU Award, you acknowledge that the Company cannot guarantee or represent that the favorable tax treatment under the Capital Gains Track of Section 102 will apply to the RSU Award.

By accepting the RSU Award, you: (a) acknowledge receipt of and represent that you have read and are familiar with the terms and provisions of Section 102, the Plan, and the Agreement; (b) accept the RSU Award subject to all of the terms and conditions of the Agreement, the Plan, and Section 102 and the rules promulgated thereunder; and (c) agree that the RSU Award and/or any shares of Common Stock issued in connection therewith, will be registered for your benefit in the name of the Trustee as required to qualify under Section 102.

You hereby undertake to release the Trustee from any liability in respect of any action or decision duly taken and *bona fide* executed in relation to the Plan, or any RSU Award or shares of Common Stock granted thereunder. You agree to execute any and all documents which the Company or the Trustee may reasonably determine to be necessary in order to comply with Section 102 and the Ordinance.

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Electronic Delivery. To the extent required pursuant to Israeli tax law and/or by the Trustee, you consent and agree to deliver hard-copy written notices and/or actual copies of any notices or confirmations provided by you related to your participation in the Plan. If you reside in Israel and have not already signed an Israeli consent in connection with grants made under the Plan, then you must print, sign and deliver the signed copy of the Israeli consent provided by the Company within 60 days to the Company c/o Unity Equity Operations. If the Company or its Affiliate in Israel do not receive the signed Israeli consent within 60 days, the Company may cancel the RSU Award in which case, the RSU Award will become null and void.

The following provisions apply if you were not an Israeli tax resident when the RSU Award was granted or if the RSU Award does not qualify as a 102 Capital Gain Track Award:

Immediate Sale Restriction. Notwithstanding anything to the contrary in the Plan or the Agreement, you may be required to immediately sell all shares of Common Stock acquired upon vesting and settlement of the RSU Award. Pursuant to this requirement, you authorize the Company to instruct its designated broker to assist with the mandatory sale of the shares of Common Stock (on your behalf pursuant to this authorization without further consent) and you expressly authorize such broker to complete the sale of such shares of Common Stock. You acknowledge that the Company's designated broker is under no obligation to arrange for the sale of the shares of Common Stock at any particular price. Upon the sale of the shares of Common Stock, the Company agrees to pay to you, the cash proceeds from the sale, less any brokerage fees or commissions and any Tax Liability.

JAPAN

Notifications

Foreign Asset / Account Reporting Information. You will be required to report details of any assets held outside Japan as of December 31st to the extent such assets have a total net fair market value exceeding ¥50,000,000. Such report will be due by March 15th each year. *You should consult with your personal tax advisor as to whether the reporting obligation applies to you and whether the requirement extends to any outstanding RSU Awards, shares of Common Stock and/or cash acquired under the Plan.*

LITHUANIA

Terms and Conditions

LanguageConsent. By accepting the RSU Award, you unambiguously and irrevocably confirm having read and understood the documents relating to the RSU Award (the Plan and the Agreement), which were prepared and provided in English language. You confirm and declare fully and wholly accept the terms of those documents accordingly.

Priimdamas RSU Award, Dalyvis nedviprasmiškai ir neatšaukiamai patvirtina, jog, perskaitė ir suprato dokumentus susijusius su RSU teise (Planą ir Sutartį), kurie yra parengti ir pateikti anglų kalba. Atitinkamai, Dalyvis patvirtina ir pareiškia, jog pilvai ir visiškai sutinka su šiuose dokumentuose išdėstytomis sąlygomis.

Notifications

Foreign Asset / Account Reporting Information. You may be required to file an Annual Asset Return of the Individual (Family) in Form No. FR0001 with respect to assets held outside of Lithuania (*i.e.*, shares of Common Stock) and a foreign account report. You should consult with your personal tax advisor regarding your reporting obligations.

Tax Reporting Requirements. You must file an annual tax return providing details of income received from abroad (including income in kind – the shares of Common Stock once they are obtained under the title of ownership) to the State Tax Inspectorate of the Republic of Lithuania.

NETHERLANDS

There are no country-specific terms.

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NEW ZEALAND

Notifications

Securities Law Information.*WARNING:* This is an offer of Restricted Stock Units. You understand that shares of Common Stock give you a stake in the ownership of the Company. You may receive a return if dividends are paid. The shares of Common Stock are quoted on the New York Stock Exchange ("***NYSE***"). This means you may be able to sell them on the NYSE if there are interested buyers. You may get less than you invested. The price will depend on the demand for the shares of Common Stock.

If the Company runs into financial difficulties and is wound up, you will be paid, if at all, only after all creditors have been paid. You may lose some or all of your investment.

New Zealand law normally requires people who offer financial products to give information to investors before they invest. This information is designed to help investors make an informed decision. The usual rules do not apply to this offer because it is made under an employee share scheme. As a result, you may not be given all the information usually required. You will also have fewer other legal protections for this investment.

For information on risk factors impacting the Company's business that may affect the value of the shares of Common Stock, you should refer to the risk factors discussion in the Company's Annual Report on Form 10-K and Quarterly Reports on Form 10-Q, which are filed with the U.S. Securities and Exchange Commission and are available online at www.sec.gov, as well as on the Company's "Investor Relations" website at http://investors.unity.com.

You should ask questions, read all documents carefully, and seek independent financial advice before committing yourself.

PORTUGAL

Terms and Conditions

Language Consent. You expressly declare that you have full knowledge of the English language and have read, understood and fully accept and agree with the terms and conditions established in the Plan and the Agreement.

Conhecimento da Lingua*. Pelo presente instrumento, você declara expressamente que tem pleno conhecimento da língua Inglesa e que leu, compreendeu e livremente aceitou e concordou dos termos e condições estabelecidas no Plano e no Acordo de Inscrição.*

Notifications

Exchange Control Information. If you receive shares of Common Stock under the Plan, the acquisition of the shares should be reported to the Banco de Portugal for statistical purposes. If the shares of Common Stock are deposited with a commercial bank or financial intermediary in Portugal, such bank or financial intermediary will submit the report on your behalf. If the shares of Common Stock are not deposited with a commercial bank or financial intermediary in Portugal, you are responsible for submitting the report to the Banco de Portugal.

SINGAPORE

Terms and Conditions

Restriction on Sale of Shares. The RSU Award is subject to section 257 of the Securities and Futures Act (Chapter 289, 2006 Ed.) ("***SFA***") and you will not be able to make any subsequent offer to sell or sale of the shares of Common Stock in Singapore, unless such offer or sale is made (1) after six (6) months from the Date of Grant, (2) pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than section 280) of the SFA or (3) pursuant to, and in accordance with, the conditions of, any other applicable provisions of the SFA.

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Securities Law Notice. The offer of the Plan, the grant of the RSU Award, and the value of the underlying shares of Common Stock at vesting are being made pursuant to the "Qualifying Person" exemption under section 273(1)(f) of the SFA. The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore.

Director Notification. You understand and acknowledge that if you are a director, associate director or shadow director of a Singapore Affiliate, you are subject to certain notification requirements under the Singapore Companies Act, regardless of whether you are a Singapore resident or employed in Singapore. Among these requirements is an obligation to notify the Singapore Affiliate in writing when you receive an interest (*e.g.*, an RSU Award or shares of Common Stock) in the Company. In addition, you must notify the Singapore Affiliate when you sell shares of Common Stock (including when you sell shares of Common Stock acquired under the Plan). These notifications must be made within two days of acquiring or disposing of any interest in the Company. In addition, a notification must be made of your interests in the Company within two days of becoming a director, associate director or shadow director.

SOUTH KOREA

Notifications

Foreign Asset / Account Tax Reporting Information. Korean residents must declare all foreign financial accounts (*e.g.*, non-Korean bank accounts, brokerage accounts) to the Korean tax authority and file a report with respect to such accounts if the value of such accounts exceeds KRW 500,000,000 (or an equivalent amount in foreign currency). *You should consult with your personal tax advisor to ensure compliance with the applicable requirements.*

SPAIN

Terms and Conditions

Nature of Grant. The following provision supplements Section 5 of the Terms and Conditions Applicable to All Non-U.S. Participants set forth above:

In accepting the RSU Award, you acknowledge that you consent to participation in the Plan and have received a copy of the Plan.

You understand that the Company has unilaterally, gratuitously, and in its sole discretion decided to grant RSU Awards under the Plan to Employees, Consultants, and Directors throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not economically or otherwise bind the Company on an ongoing basis. Consequently, you understand that the RSU Award is granted on the assumption and condition that the RSU Award and any shares of Common Stock acquired under the Plan are not part of any employment or service contract (either with the Company, the Service Recipient or any other Affiliate) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation), or any other right whatsoever. In addition, you understand that this grant would not be made but for the assumptions and conditions referred to above; thus, you acknowledge and freely accept that, should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then any grant of or right to the RSU Award shall be null and void.

You understand and agree that, as a condition of the grant of the RSU Award, the termination of your Continuous Service for any reason (including the reasons listed below) will automatically result in the loss of your right to vest in the RSU Award, unless otherwise provided in the Agreement. In particular, unless otherwise provided in the Agreement, you understand and agree that any RSU Award which has not vested as of the date you are no longer actively providing service will be forfeited without entitlement to the underlying shares of Common Stock or to any amount of indemnification in the event of a termination of your Continuous Service by reason of, but not limited to, resignation, retirement, disciplinary dismissal adjudged to be with cause, disciplinary dismissal adjudged or recognized to be without good cause (*i.e., subject to a* "*despido improcedente*"), individual or collective dismissal on objective grounds, whether adjudged or recognized to be with or without cause, material modification of the terms of employment under Article 41 of the Workers' Statute, relocation under Article 40 of the Workers' Statute, Article 50 of the Workers' Statute, unilateral withdrawal by the Service Recipient and under Article 10.3 of the Royal Decree 1382/1985. You acknowledge that you have read and specifically accept the conditions referred to in the Global Restricted Stock Unit Award Agreement as well as Section 5 of the Terms and Conditions Applicable to All Non-U.S. Participants (as supplemented by this provision).

Notifications

Securities Law Information. No "offer of securities to the public," within the meaning of Spanish law, has taken place or will take place in the Spanish territory in connection with the RSU Award. The Plan, the Agreement and any other documents evidencing the grant of the RSU Award have not been, nor

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will they be, registered with the *Comisión Nacional del Mercado de Valores* (the Spanish securities regulator), and none of those documents constitutes a public offering prospectus.

Exchange Control Information. You may be required to declare electronically to the Bank of Spain any foreign accounts (including brokerage accounts held abroad), any foreign instruments (including any shares of Common Stock acquired under the Plan) and any transactions with non-Spanish residents (including any payments of shares of Common Stock made to you by the Company) if the balances in such accounts and the value of such instruments as of December 31, or the volume of the transactions with non-Spanish residents during the prior or current year, exceed €1,000,000.

Foreign Asset/Account Reporting Information. You are required to report rights or assets deposited or held outside of Spain (including shares of Common Stock acquired under the Plan or cash proceeds from the sale of such shares of Common Stock) as of December 31 of each year, if the value of such rights or assets exceeds €50,000 per type of right or asset.After such rights and/or assets are initially reported, the reporting obligation will apply for subsequent years only if the value of any previously-reported rights or assets increases by more than €20,000 or if the ownership of the assets is transferred or relinquished during the year. The reporting requirement must be completed by the following March 31.

The exchange control and foreign asset / account reporting requirements in Spain are complex. *You should consult your personal legal and tax advisors to ensure compliance with the applicable requirements.*

SWEDEN

Terms and Conditions

Authorization to Withhold. The following provision supplements Section 4 of the Global Restricted Stock Unit Award Agreement:

Without limiting the Company's or the Service Recipient's authority to satisfy their withholding obligations for any Tax Liability as set forth in Section 4 of the Global Restricted Stock Unit Award Agreement, in accepting the RSU Award, you authorize the Company and/or the Service Recipient to withhold or sell shares of Common Stock otherwise deliverable to you upon exercise to satisfy any Tax Liability, regardless of whether the Company or the Service Recipient has a withholding obligation on any such Tax Liability.

SWITZERLAND

Notifications

Securities Law Information. Neither this document nor any other materials relating to the Plan (i) constitutes a prospectus according to articles 35 et seq. of the Swiss Federal Act on Financial Services ("FinSA"); (ii) may be publicly distributed or otherwise made publicly available in Switzerland to any person other than an Employee; or (iii) has been or will be filed with, approved or supervised by any Swiss reviewing body according to article 51 FinSA or any Swiss regulatory authority, including the Swiss Financial Market Supervisory Authority.

TAIWAN

Terms and Conditions

Securities Law Information. The offer of participation in the Plan is available only for Employees and Consultants. The offer of participation in the Plan is not a public offer of securities by a Taiwanese company.

Data Privacy. The following provision supplements Section 1 of the Terms and Conditions Applicable to All Non-U.S. Participants set forth above:

You hereby acknowledge having read and understood Section 1 of the Terms and Conditions Applicable to All Non-U.S. Participants set forth above and, by participating in the Plan, agree to such terms. In this regard, upon request of the Company or an Affiliate, you agree to provide any executed data privacy consent form (or any other agreements or consents that may be required by the Company or an Affiliate) that the Company and/or an Affiliate may deem necessary under applicable data privacy laws, either now or in the future. You understand that you will not be able to participate in the Plan if you fail to execute any such consent or agreement.

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Exchange Control Information. Taiwanese residents may acquire and remit foreign currency (including proceeds from the sale of shares of Common Stock) into Taiwan up to US $5,000,000 per year. You understand that if you are a Taiwanese resident, and the transaction amount exceeds TWD 500,000 in a single transaction, you may need to submit a foreign exchange transaction form and provide supporting documentation to the satisfaction of the remitting bank.

UNITED ARAB EMIRATES

Notifications

Securities Law Information. Participation in the Plan is being offered only to eligible Employees, Consultants, and Directors and is in the nature of providing equity incentives. Any documents related to participation in the Plan, including the Plan, the Agreement and any other grant documents ("***RSU Documents***"), are intended for distribution only to such eligible Employees, Consultants, and Directors and must not be delivered to, or relied on by, any other person.

The United Arab Emirates securities or financial/economic authorities have no responsibility for reviewing or verifying any RSU Documents and have not approved the RSU Documents nor taken steps to verify the information set out in them, and thus, are not responsible for their content. You should conduct your own due diligence on the securities offered. You acknowledge that if you do not understand the contents of the RSU Documents, you should consult an authorized financial advisor.

UNITED KINGDOM

Terms and Conditions

Tax Responsibility and Satisfaction. The following provision supplements Section 4 of the Global Restricted Stock Unit Award Agreement:

Income tax and national insurance contributions may arise on vesting of (or any other dealing in) the RSU Award, and you agree to meet any such Tax Liability, including employee's primary Class 1 and Service Recipient's secondary Class 1 national insurance contributions ("***NICs***") arising on vesting of the RSU Award for which the Service Recipient is required to account to HM Revenue and Customs ("***HMRC***"). It is a condition of accepting the RSU Award that, if required by the Company or any Affiliate, you enter into such arrangements as the Company or any Affiliate may require for satisfaction of those Tax Liabilities. You acknowledge that you may be required, prior to vesting of the RSU Award, to enter into a joint election whereby the Service Recipient's liability for national insurance contributions is transferred to you on terms set out in the election and approved by HMRC.

Without limitation to Section 4 of the Global Restricted Stock Unit Award Agreement, you agree that you are responsible for all Tax Liability and hereby covenant to pay all such Tax Liability, as and when requested by the Company or an Affiliate or by HMRC (or any other tax authority or any other relevant authority). You also agree to indemnify and keep indemnified the Company and its Affiliates against any Tax Liability they are required to pay or withhold or have paid or will pay to HMRC (or any other tax authority or any other relevant authority) on your behalf.

Notwithstanding the foregoing, if you are a director or executive officer (within the meaning of Section 13(k) of the Exchange Act), you understand that you may not be able to indemnify the Company for the amount of any withholding obligation for Tax Liability not collected from or paid by you, in case the indemnification could be considered to be a loan. In this case, the Tax Liability not collected or paid within 90 days of the end of the U.K. tax year in which the taxable event occurs may constitute a benefit to you on which additional income tax and NICs may be payable. You understand that you will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying to the Company and/or an Affiliate (as appropriate) the amount of any employee NICs due on this additional benefit, which may also be obtained from you by any of the means referred to in Section 4 of the Global Restricted Stock Unit Award Agreement.e of the United States. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan and/or the Global Restricted Stock Unit Award Agreement to which this Appendix is attached.

If you are a citizen or resident of a country other than the one in which you are currently working and/or residing, transfer to another country after the Date of Grant, or are considered a resident of another country for local law purposes, the Company shall, in its discretion, determine the extent to which the terms and conditions contained herein shall be applicable to you.

Notifications

This Appendix also includes information regarding securities, exchange controls, tax, and certain other issues of which you should be aware with respect to your participation in the Plan. The information is provided solely for the convenience of you and is based on the securities, exchange control, tax, and other laws in effect in the respective countries as of November 2022. Such laws are often complex and change frequently. As a result, the Company strongly

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recommends that you not rely on the information noted herein as the only source of information relating to the consequences of your participation in the Plan because the information may be out of date by the time you vest in the RSU Award or sell any shares of Common Stock acquired at vesting of the RSU Award.

In addition, the information contained in this Appendix is general in nature and may not apply to your particular situation, and the Company is not in a position to assure you of any particular result. Accordingly, you should seek appropriate professional advice as to how the applicable laws in your country may apply to your situation.

Finally, you understand that if you are a citizen or resident of a country other than the one in which you are currently residing and/or working, transfer to another country after the Date of Grant, or are considered a resident of another country for local law purposes, the notifications contained herein may not be applicable to you in the same manner.

TERMS AND CONDITIONS APPLICABLE TO NON-U.S. PARTICIPANTS

In accepting the RSU Award, you acknowledge, understand and agree to the following:

1. **Data Privacy Information.** The Company is located at 30 3rd Street, San Francisco, CA 94103, United States, and grants Awards to employees of the Company and its Affiliates, at the Company's sole discretion. If you would like to participate in the Plan, please review the following information about the Company's data processing practices.

The following provision applies to Participants who work and/or reside outside the European Union/European Economic Area.

Data Collection and Usage. You hereby explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of your personal data as described in the Grant Notice and the Agreement by and among, as applicable, the Company, the Service Recipient and other Affiliates for the exclusive purpose of implementing, administering and managing your participation in the Plan.

Data Processing. You understand that the Company and the Service Recipient hold certain personal information about you, including, without limitation, your name, home address, email address and telephone number, date of birth, social insurance number, passport or other identification number, salary, nationality and citizenship, job title, any shares of Common Stock or directorships held in the Company, details of all Awards or other entitlements to shares of Common Stock, granted, canceled, exercised, vested, unvested or outstanding in your favor ("***Data***"), for the purpose of implementing, administering and managing the Plan.

Stock Plan Administration, Data Transfer, Retention and Data Subject Rights. You understand that the Data will be transferred to the Charles Schwab & Co., Inc. (including its affiliated companies) ("***Schwab***"), Equity Plan Solutions ("***EPS***"), and/or such other stock plan service provider as the Company may select to assist the Company with the implementation, administration and management of the Plan. You understand that the recipients of the Data may be located in your country of work and/or residence, or elsewhere, and that any recipient's country may have different data privacy laws and protections than your country of work and/or residence. You understand that you may request a list with the names and addresses of any potential recipients of the Data by contacting your local human resources representative. You authorize the Company, Schwab, EPS and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purpose of implementing, administering and managing your participation in the Plan. You understand that Data will be held only as long as is necessary to implement, administer and manage your participation in the Plan. You understand that you may, at any time, view the Data, request additional information about the storage and processing of the Data, require any necessary amendments to the Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing your local human resources representative. Further, you understand that you are providing the consents herein on a purely voluntary basis. If you do not consent, or if you later seek to revoke your consent, your Continuous Service will not be affected; the only consequence of refusing or withdrawing your consent is that the Company would not be able to grant you the RSU Award or other equity awards or administer or maintain such awards. Therefore, you understand that refusal or withdrawal of consent may affect your ability to participate in the Plan. For more information on the consequences of your refusal to consent or withdrawal of consent, you understand that you may contact your local human resources representative.

The following provision applies to Participants who work and/or reside inside the European Union/European Economic Area (including Switzerland and the United Kingdom).

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Data Collection and Usage. The Company, the Service Recipient, and other Affiliates collect, process, transfer and use personal data about you that is necessary for the purpose of implementing, administering and managing the Plan. This personal data may include your name, home address, email address and telephone number, date of birth, social insurance number, passport or other identification number, salary, nationality and citizenship, job title, any shares of Common Stock or directorships held in the Company, details of all Awards or other entitlements to shares of Common Stock, granted, canceled, exercised, vested, unvested or outstanding in your favor ("***Data***"), which the Company receives from you or the Service Recipient.

Purposes and Legal Bases of Processing. The Company processes the Data for the purpose of performing its contractual obligations under the Agreement, granting RSU Award, implementing, administering and managing your participation in the Plan. The legal basis for the processing of the Data by the Company and the third party service providers described below is the necessity of the data processing for the Company to perform its contractual obligations under the Agreement and for the Company's legitimate business interests of managing the Plan and generally administering employee equity awards.

Stock Plan Administration Service Providers. The Company transfers Data to Charles Schwab & Co., Inc. (including its affiliated companies) ("***Schwab***"), Equity Plan Solutions ("***EPS***"), independent service providers with operations, relevant to the Company, in Canada and the United States, and/or such other stock plan service provider as the Company may select to assist the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different service provider and share your Data with another service provider that serves in a similar manner. The Company's service provider may open an account for you to receive and trade shares of Common Stock. The processing of your Data will take place through both electronic and non-electronic means. You may be asked to agree on separate terms and data processing practices with Schwab, EPS, or such other stock plan service provider as may be selected by the Company, with such agreement being a condition of the ability to participate in the Plan.

International Data Transfers. You understand that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country (*e.g.*, the United States) may have different data privacy laws and protections than your country. You understand that you may request a list with the names and addresses of any then-current recipients of the Data by contacting your local human resources representative. When transferring Data to its affiliates, Schwab, EPS, or such other stock plan service provider as may be selected by the Company, the Company provides appropriate safeguards described in the Company's applicable policy on data privacy.

Data Retention. The Company will use your Data only as long as is necessary to implement, administer and manage your participation in the Plan or as required to comply with Applicable Laws, exercise or defense of legal rights, or archiving, deletion, and backup purposes. When the Company no longer needs your Data, the Company will remove it from its systems to the fullest extent reasonably practicable. The Company may keep some of your Data longer to satisfy legal or regulatory obligations and the Company's legal basis for such use would be necessary to comply with legal obligations.

Contractual Requirement. Your provision of Data and its processing as described above is a contractual requirement and a condition to your ability to participate in the Plan. You understand that, as a consequence of your refusing to provide Data, the Company may not be able to allow you to participate in the Plan, grant RSU Awards to you or administer or maintain such RSU Awards. However, your participation in the Plan and your acceptance of the Agreement are purely voluntary. While you will not receive the RSU Award if you decide against participating in the Plan or providing Data as described above, your career and salary will not be affected in any way.

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Data Subject Rights. You have a number of rights under data privacy laws in your country. Depending on where you are based, your rights may include the right to (i) request access or copies of your Data the Company processes, (ii) rectify incorrect Data and/or delete your Data, (iii) restrict processing of your Data, (iv) portability of your Data, (v) lodge complaints with the competent data protection authorities in your country and/or (vi) obtain a list with the names and addresses of any recipients of your Data. To receive clarification regarding your rights or to exercise your rights please contact the Company at Unity Software Inc., stockadmin@unity3d.com, Attn: Stock Administrator.

1. **Insider Trading Restrictions/Market Abuse Laws**. You acknowledge that, depending on your country, you may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, which may affect your ability to directly or indirectly accept, acquire, sell or attempt to sell or otherwise dispose of shares of Common Stock or rights to the shares of Common Stock, or rights linked to the value of Common Stock during such times as you are considered to have "inside information" regarding the Company (as defined by Applicable Laws). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders placed by you before possessing the inside information. Furthermore, you may be prohibited from (i) disclosing inside information to any third party, including fellow employees (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them to otherwise buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. You acknowledge that it is your responsibility to comply with any applicable restrictions, and you should speak to your personal advisor on this matter.
2. **Language**. You acknowledge that you are sufficiently proficient in English, or have consulted with an advisor who is sufficiently proficient in English, so as to allow you to understand the terms and conditions of this Agreement. Furthermore, if you have received this Agreement, or any other document related to the RSU Award and/or the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control
3. **Foreign Asset/Account Reporting Requirements**. You acknowledge that there may be certain foreign asset and/or account, exchange control and/or tax reporting requirements which may affect your ability to acquire or hold shares of Common Stock acquired under the Plan or cash received from participating in the Plan (including any proceeds arising from the sale of shares of Common Stock or the payment of any cash dividends on the Common Stock) in a bank or brokerage account outside your country. The applicable laws of your country may require that you report such accounts, assets, the balances therein, the value thereof and/or the transactions related thereto to the applicable authorities in such country. You also may be required to repatriate sale proceeds or other funds received as a result of participating in the Plan to your country through a designated bank or broker within a certain time after receipt. It is your responsibility to be compliant with such regulations and you should speak with your personal advisor on this matter.
4. **Additional Acknowledgments and Agreements.** In accepting the RSU Award, you also acknowledge, understand and agree that:
    i. the Plan is established voluntarily by the Company, it is discretionary in nature, and may be amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;
    ii. the grant of the RSU Award is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of restricted stock units, or benefits in lieu of restricted stock units, even if restricted stock units have been granted in the past;
    iii. all decisions with respect to future RSU Awards or other grants, if any, will be at the sole discretion of the Company;

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    iv. the RSU Award and your participation in the Plan shall not create a right to employment or be interpreted as forming an employment or service contract with the Company, the Service Recipient, or any other Affiliate, and shall not interfere with the ability of the Company, the Service Recipient or any other Affiliate, as applicable, to terminate your employment or service relationship at any time;
    v. You are voluntarily participating in the Plan;
    vi. the RSU Award and any shares of Common Stock acquired under the Plan, and the income from and value of same, are not intended to replace any pension rights or compensation;

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vii. the RSU Award and the shares of Common Stock subject to the RSU Award, and the income from and value of same, are an extraordinary item of compensation outside the scope of your employment or service contract, if any, and are not to be considered part of your normal or expected compensation for any purpose, including but not limited to calculating severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, holiday pay, pension or retirement or welfare benefits or similar payments:

viii. the future value of the shares of Common Stock underlying the RSU Award is unknown, indeterminable, and cannot be predicted with certainty;

ix. unless otherwise agreed with the Company, the RSU Award and the shares of Common Stock underlying the RSU Award, and the income from and value of same, are not granted as consideration for, or in connection with, service you may provide as a director of an Affiliate;

x. no claim or entitlement to compensation or damages shall arise from forfeiture of the RSU Award resulting from the termination of your Continuous Service (for any reason whatsoever, whether or not later found to be invalid or in breach of labor laws in the jurisdiction where you are employed or providing service or the terms of your employment or service agreement, if any);

xi. for purposes of the RSU Award, your Continuous Service will be considered terminated as of the date you are no longer actively providing service (regardless of the reason for such termination and whether or not later found to be invalid or in breach of Applicable Laws in the jurisdiction where you are providing service or the terms of your employment or service agreement, if any), and unless otherwise determined by the Company or provided in the Agreement, your right to vest in the RSU Award will terminate as of such date and will not be extended by any notice period (*e.g.*, your period of Continuous Service would not include any contractual notice period or any period of "garden leave" or similar period mandated under Applicable Laws in the jurisdiction where you are providing service or the terms of your employment or service agreement, if any); the Company shall have the exclusive discretion to determine when you are no longer actively providing service for purposes of the RSU Award (including whether you may still be considered to be providing service while on a leave of absence);

xii. unless otherwise provided in the Plan or by the Company in its discretion, the RSU Award and the benefits evidenced by this Agreement do not create any entitlement to have the RSU Award or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares of the Company;

xiii. the RSU Award and the shares of Common Stock subject to the RSU Award are not part of normal or expected compensation or salary for any purpose; and

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xiv. neither the Company, the Service Recipient nor any Affiliate shall be liable for any foreign exchange rate fluctuation between your local currency and the United States Dollar that may affect the value of the RSU Award or of any amounts due to you pursuant to the vesting of the RSU Award or the subsequent sale of any shares of Common Stock acquired upon vesting.

AUSTRALIA

Notifications

Nature of Plan. The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies (subject to the conditions in that Act).

Securities Law Information. This RSU Award is being made under Division 1A Part 7.12 of the Corporations Act 2001 (Cth). If you offer shares of Common Stock acquired under the Plan for sale to a person or entity resident in Australia, your offer may be subject to disclosure requirements under Australian law. You should obtain legal advice on any disclosure obligations prior to making any such offer.

Exchange Control Obligations. If you are an Australian resident, exchange control reporting is required for cash transactions exceeding AUD 10,000 and for international fund transfers. If an Australian bank is assisting with the transaction, the bank will file the report on your behalf. If there is no Australian bank involved with the transfer, you will be required to file the report.

BELGIUM

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Foreign Asset / Account Tax Reporting Information. Belgian residents are required to report any security or bank accounts (including brokerage accounts) opened and maintained outside Belgium on their annual tax return. In a separate report, they must provide the National Bank of Belgium with certain details regarding such foreign accounts (including the account number, bank name and country in which such account was opened). The forms to complete this report are available on the website of the National Bank of Belgium.

CANADA

Terms and Conditions

Settlement. The following provision supplements Section 5 of the Global Restricted Stock Unit Award Agreement:

Notwithstanding any discretion in the Plan or anything to the contrary in this Agreement, the RSU Award shall be settled only in shares of Common Stock. This provision is without prejudice to the application of Section 4 of the Global Restricted Stock Unit Award Agreement.

Termination of Service. The following provision replaces Section 5(k) of the Terms and Conditions Applicable to All Non-U.S. Participants set forth above:

For purposes of the RSU Award, your Continuous Service will be considered terminated on, and your right (if any) to earn, seek damages in lieu of, vest in or otherwise benefit from any portion of the RSU Award pursuant to the Agreement will be measured by the date that is the earliest of (i) the date of termination of your Continuous Service or (ii) the date you receive notice of termination from the Service Recipient, in either case regardless of any period during notice, pay in lieu of such notice or related payments or damages are provided or required to be provided under Applicable Law. For greater certainty, you will not earn or be entitled to any pro-rated vesting for the portion of time before the date on which your right to vest terminates, nor will you be entitled to any compensation for lost vesting. Notwithstanding the foregoing, if applicable employment standards legislation explicitly requires continued entitlement to vesting during a statutory notice period, your right to vest in the RSU Award under the Plan, if any, will terminate effective as of the last day of the your minimum statutory notice period, but you will not earn or be entitled to pro-rated vesting if the vesting date falls after the end of the your statutory notice period, nor will you be entitled to any compensation for lost vesting;

The following provisions will apply if you are a resident of Quebec:

Authorization to Release and Transfer Necessary Personal Information. The following provision supplements Section 1 of the Terms and Conditions Applicable to All Non-U.S. Participants set forth above:

You hereby authorize the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. You acknowledge that your Data, including any sensitive personal information, may be transferred or disclosed outside of the province of Quebec, including to the United States. You further authorize the Company and/or any Affiliate to disclose and discuss the Plan with their advisors. You further authorize the Company and any Affiliate to record such information and to keep such information in your employee file. If applicable, you also acknowledge that the Company, the Service Recipient, and/or any Affiliate, Schwab, EPS and other service providers designated by the Company may use technology for profiling purposes and make automated decisions that may have an impact on your participation in the Plan or the administration of the Plan.

Notifications

Securities Law Information. The sale or other disposal of the Shares acquired at vesting of the RSU may not take place within Canada. You will be permitted to sell or dispose of any shares of Common Stock under the Plan only if such sale or disposal takes place outside Canada on the facilities on which such shares are traded (*i.e.*, the New York Stock Exchange).

Foreign Asset/Account Reporting Information. You are required to report any foreign specified property on form T1135 (Foreign Income Verification Statement) if the total value of the foreign specified property exceeds C$100,000 at any time in the year. Foreign specified property includes shares of Common Stock acquired under the Plan, and may include the RSU Award. The RSU Award must be reported (generally at a nil cost) if the $100,000 cost threshold is exceeded because of other foreign property you hold. If shares of Common Stock are acquired, their cost generally is the adjusted cost base ("***ACB***") of the shares of Common Stock. The ACB ordinarily would equal the fair market value of the Common Stock at the time of acquisition, but if you owns other shares of Common Stock, this ACB may have to be averaged with the ACB of the other shares of Common Stock. The form must be filed by April 30 of the following year. You should consult with your personal legal advisor to ensure compliance with applicable reporting obligations.

CHINA

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Terms and Conditions

The following provisions apply to you if you are subject to exchange control restrictions imposed by the State Administration of Foreign Exchange ("***SAFE***"), as determined by the Company in its sole discretion:

Vesting of RSU Award. The following provision supplements Section 5 of the Global Restricted Stock Unit Award Agreement.

In addition to the vesting schedule set forth in the Grant Notice, the vesting of the RSU Award is conditioned on the Company's completion of a registration of the Plan with the SAFE and on the continued effectiveness of such registration (the "***SAFE Registration Requirement***"). In the event that the SAFE Registration Requirement has not been met prior to any date(s) on which the RSU Award is otherwise scheduled to vest, the vesting date for any such RSU Award shall instead occur once the SAFE Registration Requirement is met, as determined by the Company in its sole discretion (the "***Actual Vesting Date***").

If or to the extent the Company is unable to complete or maintain the SAFE registration, no shares of Common Stock subject to the RSU Award for which a SAFE registration cannot be completed or maintained shall be issued.

Forced Sale of Shares. The Company has discretion to arrange for the sale of the shares of Common Stock issued upon settlement of the RSU Award, either immediately upon settlement or at any time thereafter. In any event, if your Continuous Service is terminated, you will be required to sell all shares of Common Stock acquired upon settlement of the RSU Award within such time period as required by the Company in accordance with SAFE requirements. Any shares of Common Stock remaining in your brokerage account at the end of this period shall be sold by the broker (on your behalf and you hereby authorize such sale). You agree to sign any additional agreements, forms and/or consents that reasonably may be requested by the Company (or the Company's designated broker) to effectuate the sale of shares of Common Stock (including, without limitation, as to the transfer of the sale proceeds and other exchange control matters noted below) and shall otherwise cooperate with the Company with respect to such matters. You acknowledge that neither the Company nor the designated broker is under any obligation to arrange for the sale of shares of Common Stock at any particular price (it being understood that the sale will occur in the market) and that broker's fees and similar expenses may be incurred in any such sale. In any event, when the shares of Common Stock are sold, the sale proceeds, less any withholding of Tax Liability, broker's fees or commissions, and any similar expenses of the sale will be remitted to you in accordance with applicable exchange control laws and regulations.

Due to fluctuations in the price of the Common Stock and/or the U.S. Dollar exchange rate between the settlement date and (if later) the date on which the shares of Common Stock are sold, the sale proceeds may be more or less than the fair market value of the shares of Common Stock on the vesting date (which is the amount relevant to determining your Tax Liability). You understand and agrees that the Company is not responsible for the amount of any loss you may incur and that the Company assumes no liability for any fluctuation in the price of Common Stock and/or U.S. Dollar exchange rate.

Shares Must Remain With Company's Designated Broker. You agree to hold any shares of Common Stock received upon settlement of the RSU Award with the Company's designated broker until the shares of Common Stock are sold. The limitation shall apply to all shares of Common Stock issued to you under the Plan, whether or not you remain in Continuous Service.

Exchange Control Obligations. You understand and agree that you will be required to immediately repatriate to China the proceeds from the sale of any shares of Common Stock acquired under the Plan and any cash dividends paid on such shares of Common Stock. You further understand that such repatriation of proceeds may need to be effected through a special bank account established by the Company (or an Affiliate), and you hereby consent and agree that any sale proceeds and cash dividends may be transferred to such special account by the Company (or an Affiliate) on your behalf prior to being delivered to you and that no interest shall be paid with respect to funds held in such account.

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The proceeds may be paid to you in U.S. dollars or local currency at the Company's discretion. If the proceeds are paid to you in U.S. dollars, you understand that a U.S. dollar bank account in China must be established and maintained so that the proceeds may be deposited into such account. If the proceeds are paid to you in local currency, you acknowledge that the Company (and its Affiliates) are under no obligation to secure any particular exchange conversion rate and that the Company (and its Affiliates) may face delays in converting the proceeds to local currency due to exchange control restrictions. You agree to bear any currency fluctuation risk between the time the shares of Common Stock are sold and the net proceeds are converted into local currency and distributed to you. You further agree to comply with any other requirements that may be imposed by the Company (or its Affiliates) in the future in order to facilitate compliance with exchange control requirements in China.

COLOMBIA

Terms and Conditions

Nature of Grant. Pursuant to article 127 of the Colombian Labor Code, neither the RSU Award nor any proceeds or other funds you may receive pursuant to the RSU Award will be considered a salary payment for any legal purpose, including, but not limited to, determining vacation pay, termination indemnities, payroll taxes or social insurance contributions. In consequence, the RSU Award and any proceeds or other funds you may receive pursuant to the RSU Award will be considered as non-salary payments as per Article 128 of the Colombian Labor Code (as amended by Article 15 of Law 50 of 1990) and Article 17 of Law 344 of 1996.

Notifications

Securities Law Information. The shares of Common Stock are not and will not be registered in the Colombian registry of publicly traded securities (*Registro Nacional de Valores y Emisores*) and, therefore, the Shares may not be offered to the public in Colombia. Nothing in the Grant Notice, the Agreement, the Plan or any other document related to the RSU Award shall be construed as the making of a public offer of securities in Colombia.

Exchange Control Information. You are responsible for complying with any and all Colombian foreign exchange requirements in connection with the RSU Award, any shares of Common Stock acquired and funds remitted into Colombia in connection with the Plan.This may include, among others, reporting obligations to the Central Bank (*Banco de la República*)and, in certain circumstances, repatriation requirements.You are responsible for ensuring your compliance with any applicable requirements and should speak to your personal legal advisor on this matter.

Foreign Asset / Account Tax Reporting Information. You must file an annual return providing details of assets held abroad to the Colombian Tax Office (*Dirección de Impuestos y Aduanas Nacionales*). If the individual value of these assets exceeds a certain threshold (currently 2,000 UVT), you must identify and characterize each asset, specify the jurisdiction in which it is located, and provide its value.

You should consult with your personal legal advisor to ensure compliance with the applicable requirements.

CZECH REPUBLIC

Notifications

Exchange Control Information. Czech residents may be required to fulfill certain notification duties in relation to the RSU Award and the opening and maintenance of a foreign account. Such notification will be required if the aggregate value of your foreign direct investments is CZK 2,500,000 or more, you have CZK 200,000,000 or more in foreign financial assets, or you are specifically requested to do so by the Czech National Bank. However, because exchange control regulations may change without notice, you should consult your personal legal advisor prior to the settlement of the RSU Award to ensure compliance with current regulations. It is your responsibility to comply with applicable Czech exchange control laws.

DENMARK

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Terms and Conditions

Stock Option Act Notification. You acknowledge you have been provided with an Employer statement translated into Danish, which is being provided to comply with the Danish Stock Option Act. The Employer statement is attached hereto as Exhibit B.

Notifications

Foreign Asset / Account Tax Reporting Information. If you establish an account holding shares of Common Stock or cash outside Denmark, you must report the account to the Danish Tax Administration. The form which should be used in this respect can be obtained from a local bank.

FINLAND

There are no country-specific terms.

FRANCE

Terms and Conditions

Type of RSU Award. The RSU Award is not intended to qualify for specific tax or social security treatment in France.

Language Consent. By accepting the RSU Award, you confirm having read and understood the documents relating to this grant (the Plan and the Agreement), which were provided in English language. You accept the terms of those documents accordingly.

En acceptant l'attribution, vous confirmez ainsi avoir lu et compris les documents relatifs à cette attribution (le Plan et ce Contrat) qui ont été communiqués en langue anglaise. Vous acceptez les termes en connaissance de cause.

Notifications

Foreign Asset/Account Tax Reporting Notification. French residents holding cash or securities (including shares of Common Stock acquired under the Plan) outside France must declare such accounts to the French Tax Authorities when filing their annual tax returns.

GERMANY

Notifications

Exchange Control Notification. Cross-border payments in excess of €12,500 (including transactions made in connection with the sale of securities) must be reported monthly to the German Federal Bank (*Bundesbank*) using the "General Statistics Reporting Portal" ("*Allgemeines Meldeportal Statistik*") available via Bundesbank's website (www.bundesbank.de). In addition, you may be required to report the acquisition and/or sale of shares of Common Stock to the Bundesbank if the value of the shares of Common Stock acquired or sold exceeds €12,500. You should consult your personal legal advisor to ensure compliance with applicable reporting requirements.

Foreign Asset/Account Reporting Notification. If your acquisition of shares of Common Stock under the Plan leads to a "qualified participation" at any point during the calendar year, you will need to report the acquisition when you file your tax return for the relevant year.A qualified participation is attained if (i) the value of the shares of Common Stock acquired exceeds EUR 150,000 or (ii) in the unlikely event you hold shares of Common Stock exceeding 10% of the total Common Stock. However, if the shares of Common Stock are listed on a recognized U.S. stock exchange and you own less than 1% of the Company, this requirement will not apply to you.

HONG KONG

Terms and Conditions

Form of Settlement. Notwithstanding any discretion contained in the Plan, the grant of the RSU Award does not provide any right for you to receive a cash payment. The RSUs are payable in shares of Common Stock only.

Sale of Shares. In the event the RSU Award vests within six months of the Date of Grant, you agree that you will not dispose of the shares of Common Stock acquired prior to the six-month anniversary of the Date of Grant.

Notifications

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Securities Law Information.***WARNING:***The contents of this document have not been reviewed by any regulatory authority in Hong Kong. You should exercise caution in relation to the offer. If you are in any doubt about any of the contents of this document, you should obtain independent professional advice.

INDIA

Notifications

Exchange Control Information. You must repatriate any funds recognized in connection with the RSU Award to India within certain prescribed time periods (*e.g.*, proceeds from the sale of shares of Common Stock must be repatriated within 180 days of receipt or within such other period of time as may be required under applicable regulations). You should obtain a foreign inward remittance certificate ("***FIRC***") from the bank where you deposit the foreign currency and maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India, the Company, or the Service Recipient requests proof of repatriation.

Foreign Asset/Account Reporting Information. Indian residents are required to declare any foreign bank accounts and any foreign financial assets (including shares of Common Stock held outside India) in their annual tax return.

IRELAND

Notifications

Director Notification Obligation. Directors, shadow directors or secretaries of an Irish Affiliate must notify the Irish Affiliate in writing within five business days of receiving or disposing of an interest in the Company (*e.g.*, RSU Awards granted under the Plan, shares of Common Stock, etc.), or within five business days of becoming aware of the event giving rise to the notification requirement or within five business days of becoming a director or secretary if such an interest exists at the time, but only to the extent such individuals own 1% or more of the total Common Stock. If applicable, this notification requirement also applies with respect to the interests of the spouse or children under the age of 18 of the director, shadow director or secretary (whose interests will be attributed to the director, shadow director or secretary).

ISRAEL

Terms and Conditions

The following provisions apply if you were an Israeli tax resident when the RSU Award was granted:

Trust Arrangement. You understand and agree that the RSU Award granted under the Agreement is subject to and in accordance with the terms and conditions of the Plan, the Agreement, the Trust Agreement (the "***Trust Agreement***"), between the Company and the Company's trustee, IBI Capital Trust Ltd. (the "***Trustee***") or any successor trustee, appointed by the Company or an Affiliate.

Type of Grant. The RSU Award is intended to qualify for favorable tax treatment in Israel as a 102 Capital Gain Track Award subject to the terms and conditions of Section 102(b)(2) of the Ordinance ("***Section 102***") and the rules promulgated thereunder. Notwithstanding the foregoing, by accepting the RSU Award, you acknowledge that the Company cannot guarantee or represent that the favorable tax treatment under the Capital Gains Track of Section 102 will apply to the RSU Award.

By accepting the RSU Award, you: (a) acknowledge receipt of and represent that you have read and are familiar with the terms and provisions of Section 102, the Plan, and the Agreement; (b) accept the RSU Award subject to all of the terms and conditions of the Agreement, the Plan, and Section 102 and the rules promulgated thereunder; and (c) agree that the RSU Award and/or any shares of Common Stock issued in connection therewith, will be registered for your benefit in the name of the Trustee as required to qualify under Section 102.

You hereby undertake to release the Trustee from any liability in respect of any action or decision duly taken and *bona fide* executed in relation to the Plan, or any RSU Award or shares of Common Stock granted thereunder. You agree to execute any and all documents which the Company or the Trustee may reasonably determine to be necessary in order to comply with Section 102 and the Ordinance.

Electronic Delivery. To the extent required pursuant to Israeli tax law and/or by the Trustee, you consent and agree to deliver hard-copy written notices and/or actual copies of any notices or confirmations provided by you related to your participation in the Plan. If you reside in Israel and have not already

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signed an Israeli consent in connection with grants made under the Plan, then you must print, sign and deliver the signed copy of the Israeli consent provided by the Company within 60 days to the Company c/o Unity Equity Operations. If the Company or its Affiliate in Israel do not receive the signed Israeli consent within 60 days, the Company may cancel the RSU Award in which case, the RSU Award will become null and void.

The following provisions apply if you were not an Israeli tax resident when the RSU Award was granted or if the RSU Award does not qualify as a 102 Capital Gain Track Award:

Immediate Sale Restriction. Notwithstanding anything to the contrary in the Plan or the Agreement, you may be required to immediately sell all shares of Common Stock acquired upon vesting and settlement of the RSU Award. Pursuant to this requirement, you authorize the Company to instruct its designated broker to assist with the mandatory sale of the shares of Common Stock (on your behalf pursuant to this authorization without further consent) and you expressly authorize such broker to complete the sale of such shares of Common Stock. You acknowledge that the Company's designated broker is under no obligation to arrange for the sale of the shares of Common Stock at any particular price. Upon the sale of the shares of Common Stock, the Company agrees to pay to you, the cash proceeds from the sale, less any brokerage fees or commissions and any Tax Liability.

JAPAN

Notifications

Foreign Asset / Account Reporting Information. You will be required to report details of any assets held outside Japan as of December 31st to the extent such assets have a total net fair market value exceeding ¥50,000,000. Such report will be due by March 15th each year. *You should consult with your personal tax advisor as to whether the reporting obligation applies to you and whether the requirement extends to any outstanding RSU Awards, shares of Common Stock and/or cash acquired under the Plan.*

LITHUANIA

Terms and Conditions

LanguageConsent. By accepting the RSU Award, you unambiguously and irrevocably confirm having read and understood the documents relating to the RSU Award (the Plan and the Agreement), which were prepared and provided in English language. You confirm and declare fully and wholly accept the terms of those documents accordingly.

Priimdamas RSU Award, Dalyvis nedviprasmiškai ir neatšaukiamai patvirtina, jog, perskaitė ir suprato dokumentus susijusius su RSU teise (Planą ir Sutartį), kurie yra parengti ir pateikti anglų kalba. Atitinkamai, Dalyvis patvirtina ir pareiškia, jog pilvai ir visiškai sutinka su šiuose dokumentuose išdėstytomis sąlygomis.

Notifications

Foreign Asset / Account Reporting Information. You may be required to file an Annual Asset Return of the Individual (Family) in Form No. FR0001 with respect to assets held outside of Lithuania (*i.e.*, shares of Common Stock) and a foreign account report. You should consult with your personal tax advisor regarding your reporting obligations.

Tax Reporting Requirements. You must file an annual tax return providing details of income received from abroad (including income in kind – the shares of Common Stock once they are obtained under the title of ownership) to the State Tax Inspectorate of the Republic of Lithuania.

NETHERLANDS

There are no country-specific terms.

NEW ZEALAND

Notifications

Securities Law Information.*WARNING:* This is an offer of Restricted Stock Units. You understand that shares of Common Stock give you a stake in the ownership of the Company. You may receive a return if dividends are paid. The shares of Common Stock are quoted on the New York Stock Exchange

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("***NYSE***"). This means you may be able to sell them on the NYSE if there are interested buyers. You may get less than you invested. The price will depend on the demand for the shares of Common Stock.

If the Company runs into financial difficulties and is wound up, you will be paid, if at all, only after all creditors have been paid. You may lose some or all of your investment.

New Zealand law normally requires people who offer financial products to give information to investors before they invest. This information is designed to help investors make an informed decision. The usual rules do not apply to this offer because it is made under an employee share scheme. As a result, you may not be given all the information usually required. You will also have fewer other legal protections for this investment.

For information on risk factors impacting the Company's business that may affect the value of the shares of Common Stock, you should refer to the risk factors discussion in the Company's Annual Report on Form 10-K and Quarterly Reports on Form 10-Q, which are filed with the U.S. Securities and Exchange Commission and are available online at www.sec.gov, as well as on the Company's "Investor Relations" website at http://investors.unity.com.

You should ask questions, read all documents carefully, and seek independent financial advice before committing yourself.

PORTUGAL

Terms and Conditions

Language Consent. You expressly declare that you have full knowledge of the English language and have read, understood and fully accept and agree with the terms and conditions established in the Plan and the Agreement.

***Conhecimento da Lingua**. Pelo presente instrumento, você declara expressamente que tem pleno conhecimento da língua Inglesa e que leu, compreendeu e livremente aceitou e concordou dos termos e condições estabelecidas no Plano e no Acordo de Inscrição.*

Notifications

Exchange Control Information. If you receive shares of Common Stock under the Plan, the acquisition of the shares should be reported to the Banco de Portugal for statistical purposes. If the shares of Common Stock are deposited with a commercial bank or financial intermediary in Portugal, such bank or financial intermediary will submit the report on your behalf. If the shares of Common Stock are not deposited with a commercial bank or financial intermediary in Portugal, you are responsible for submitting the report to the Banco de Portugal.

SINGAPORE

Terms and Conditions

Restriction on Sale of Shares. The RSU Award is subject to section 257 of the Securities and Futures Act (Chapter 289, 2006 Ed.) ("***SFA***") and you will not be able to make any subsequent offer to sell or sale of the shares of Common Stock in Singapore, unless such offer or sale is made (1) after six (6) months from the Date of Grant, (2) pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than section 280) of the SFA or (3) pursuant to, and in accordance with, the conditions of, any other applicable provisions of the SFA.

Notifications

Securities Law Notice. The offer of the Plan, the grant of the RSU Award, and the value of the underlying shares of Common Stock at vesting are being made pursuant to the "Qualifying Person" exemption under section 273(1)(f) of the SFA. The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore.

Director Notification. You understand and acknowledge that if you are a director, associate director or shadow director of a Singapore Affiliate, you are subject to certain notification requirements under the Singapore Companies Act, regardless of whether you are a Singapore resident or employed in Singapore. Among these requirements is an obligation to notify the Singapore Affiliate in writing when you receive an interest (*e.g.*, an RSU Award or shares of Common Stock) in the Company. In addition, you must notify the Singapore Affiliate when you sell shares of Common Stock (including when you sell shares of Common Stock acquired under the Plan). These notifications must be made within two days of acquiring or disposing of any interest in the

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Company. In addition, a notification must be made of your interests in the Company within two days of becoming a director, associate director or shadow director.

SOUTH KOREA

Notifications

Foreign Asset / Account Tax Reporting Information. Korean residents must declare all foreign financial accounts (*e.g.*, non-Korean bank accounts, brokerage accounts) to the Korean tax authority and file a report with respect to such accounts if the value of such accounts exceeds KRW 500,000,000 (or an equivalent amount in foreign currency). *You should consult with your personal tax advisor to ensure compliance with the applicable requirements.*

SPAIN

Terms and Conditions

Nature of Grant. The following provision supplements Section 5 of the Terms and Conditions Applicable to All Non-U.S. Participants set forth above:

In accepting the RSU Award, you acknowledge that you consent to participation in the Plan and have received a copy of the Plan.

You understand that the Company has unilaterally, gratuitously, and in its sole discretion decided to grant RSU Awards under the Plan to Employees, Consultants, and Directors throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not economically or otherwise bind the Company on an ongoing basis. Consequently, you understand that the RSU Award is granted on the assumption and condition that the RSU Award and any shares of Common Stock acquired under the Plan are not part of any employment or service contract (either with the Company, the Service Recipient or any other Affiliate) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation), or any other right whatsoever. In addition, you understand that this grant would not be made but for the assumptions and conditions referred to above; thus, you acknowledge and freely accept that, should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then any grant of or right to the RSU Award shall be null and void.

You understand and agree that, as a condition of the grant of the RSU Award, the termination of your Continuous Service for any reason (including the reasons listed below) will automatically result in the loss of your right to vest in the RSU Award, unless otherwise provided in the Agreement. In particular, unless otherwise provided in the Agreement, you understand and agree that any RSU Award which has not vested as of the date you are no longer actively providing service will be forfeited without entitlement to the underlying shares of Common Stock or to any amount of indemnification in the event of a termination of your Continuous Service by reason of, but not limited to, resignation, retirement, disciplinary dismissal adjudged to be with cause, disciplinary dismissal adjudged or recognized to be without good cause (*i.e., subject to a* "*despido improcedente*"), individual or collective dismissal on objective grounds, whether adjudged or recognized to be with or without cause, material modification of the terms of employment under Article 41 of the Workers' Statute, relocation under Article 40 of the Workers' Statute, Article 50 of the Workers' Statute, unilateral withdrawal by the Service Recipient and under Article 10.3 of the Royal Decree 1382/1985. You acknowledge that you have read and specifically accept the conditions referred to in the Global Restricted Stock Unit Award Agreement as well as Section 5 of the Terms and Conditions Applicable to All Non-U.S. Participants (as supplemented by this provision).

Notifications

Securities Law Information. No "offer of securities to the public," within the meaning of Spanish law, has taken place or will take place in the Spanish territory in connection with the RSU Award. The Plan, the Agreement and any other documents evidencing the grant of the RSU Award have not been, nor will they be, registered with the *Comisión Nacional del Mercado de Valores* (the Spanish securities regulator), and none of those documents constitutes a public offering prospectus.

Exchange Control Information. You may be required to declare electronically to the Bank of Spain any foreign accounts (including brokerage accounts held abroad), any foreign instruments (including any shares of Common Stock acquired under the Plan) and any transactions with non-Spanish residents (including any payments of shares of Common Stock made to you by the Company) if the balances in such accounts and the value of such instruments as of December 31, or the volume of the transactions with non-Spanish residents during the prior or current year, exceed €1,000,000.

Foreign Asset/Account Reporting Information. You are required to report rights or assets deposited or held outside of Spain (including shares of Common Stock acquired under the Plan or cash proceeds from the sale of such shares of Common Stock) as of December 31 of each year, if the value of such rights

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or assets exceeds €50,000 per type of right or asset.After such rights and/or assets are initially reported, the reporting obligation will apply for subsequent years only if the value of any previously-reported rights or assets increases by more than €20,000 or if the ownership of the assets is transferred or relinquished during the year. The reporting requirement must be completed by the following March 31.

The exchange control and foreign asset / account reporting requirements in Spain are complex. *You should consult your personal legal and tax advisors to ensure compliance with the applicable requirements.*

SWEDEN

Terms and Conditions

Authorization to Withhold. The following provision supplements Section 4 of the Global Restricted Stock Unit Award Agreement:

Without limiting the Company's or the Service Recipient's authority to satisfy their withholding obligations for any Tax Liability as set forth in Section 4 of the Global Restricted Stock Unit Award Agreement, in accepting the RSU Award, you authorize the Company and/or the Service Recipient to withhold or sell shares of Common Stock otherwise deliverable to you upon exercise to satisfy any Tax Liability, regardless of whether the Company or the Service Recipient has a withholding obligation on any such Tax Liability.

SWITZERLAND

Notifications

Securities Law Information. Neither this document nor any other materials relating to the Plan (i) constitutes a prospectus according to articles 35 et seq. of the Swiss Federal Act on Financial Services ("FinSA"); (ii) may be publicly distributed or otherwise made publicly available in Switzerland to any person other than an Employee; or (iii) has been or will be filed with, approved or supervised by any Swiss reviewing body according to article 51 FinSA or any Swiss regulatory authority, including the Swiss Financial Market Supervisory Authority.

TAIWAN

Terms and Conditions

Securities Law Information. The offer of participation in the Plan is available only for Employees and Consultants. The offer of participation in the Plan is not a public offer of securities by a Taiwanese company.

Data Privacy. The following provision supplements Section 1 of the Terms and Conditions Applicable to All Non-U.S. Participants set forth above:

You hereby acknowledge having read and understood Section 1 of the Terms and Conditions Applicable to All Non-U.S. Participants set forth above and, by participating in the Plan, agree to such terms. In this regard, upon request of the Company or an Affiliate, you agree to provide any executed data privacy consent form (or any other agreements or consents that may be required by the Company or an Affiliate) that the Company and/or an Affiliate may deem necessary under applicable data privacy laws, either now or in the future. You understand that you will not be able to participate in the Plan if you fail to execute any such consent or agreement.

Notifications

Exchange Control Information. Taiwanese residents may acquire and remit foreign currency (including proceeds from the sale of shares of Common Stock) into Taiwan up to US $5,000,000 per year. You understand that if you are a Taiwanese resident, and the transaction amount exceeds TWD 500,000 in a single transaction, you may need to submit a foreign exchange transaction form and provide supporting documentation to the satisfaction of the remitting bank.

UNITED ARAB EMIRATES

Notifications

Securities Law Information. Participation in the Plan is being offered only to eligible Employees, Consultants, and Directors and is in the nature of providing equity incentives. Any documents related to participation in the Plan, including the Plan, the Agreement and any other grant documents ("***RSU Documents***"), are intended for distribution only to such eligible Employees, Consultants, and Directors and must not be delivered to, or relied on by, any other person.

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The United Arab Emirates securities or financial/economic authorities have no responsibility for reviewing or verifying any RSU Documents and have not approved the RSU Documents nor taken steps to verify the information set out in them, and thus, are not responsible for their content. You should conduct your own due diligence on the securities offered. You acknowledge that if you do not understand the contents of the RSU Documents, you should consult an authorized financial advisor.

UNITED KINGDOM

Terms and Conditions

Tax Responsibility and Satisfaction. The following provision supplements Section 4 of the Global Restricted Stock Unit Award Agreement:

Income tax and national insurance contributions may arise on vesting of (or any other dealing in) the RSU Award, and you agree to meet any such Tax Liability, including employee's primary Class 1 and Service Recipient's secondary Class 1 national insurance contributions ("***NICs***") arising on vesting of the RSU Award for which the Service Recipient is required to account to HM Revenue and Customs ("***HMRC***"). It is a condition of accepting the RSU Award that, if required by the Company or any Affiliate, you enter into such arrangements as the Company or any Affiliate may require for satisfaction of those Tax Liabilities. You acknowledge that you may be required, prior to vesting of the RSU Award, to enter into a joint election whereby the Service Recipient's liability for national insurance contributions is transferred to you on terms set out in the election and approved by HMRC.

Without limitation to Section 4 of the Global Restricted Stock Unit Award Agreement, you agree that you are responsible for all Tax Liability and hereby covenant to pay all such Tax Liability, as and when requested by the Company or an Affiliate or by HMRC (or any other tax authority or any other relevant authority). You also agree to indemnify and keep indemnified the Company and its Affiliates against any Tax Liability they are required to pay or withhold or have paid or will pay to HMRC (or any other tax authority or any other relevant authority) on your behalf.

Notwithstanding the foregoing, if you are a director or executive officer (within the meaning of Section 13(k) of the Exchange Act), you understand that you may not be able to indemnify the Company for the amount of any withholding obligation for Tax Liability not collected from or paid by you, in case the indemnification could be considered to be a loan. In this case, the Tax Liability not collected or paid within 90 days of the end of the U.K. tax year in which the taxable event occurs may constitute a benefit to you on which additional income tax and NICs may be payable. You understand that you will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying to the Company and/or an Affiliate (as appropriate) the amount of any employee NICs due on this additional benefit, which may also be obtained from you by any of the means referred to in Section 4 of the Global Restricted Stock Unit Award Agreement.

Participant: _____

Date: _____

EXHIBIT B

Unity Software Inc.
ironSource Share Incentive Plan
Denmark - Employer Statement

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AFTALE OM TILDELING AF RESTRICTED STOCK UNITS (RSU'ER), HERUNDER ERKLÆRING I HENHOLD TIL AKTIEOPTIONSLOVEN

Unity Technologies ApS
Loevstraede 5,
DK-1152 København K
Danmark
(det "Danske Selskab")

Og

den i Tildelingsmeddelelsen anførte Deltager
("Medarbejderen")

og

Unity Software Inc.
30 3rd Street
San Francisco, Californien 94103
USA
("Selskabet")

har indgået denne aftale (den "Danske Aftale") vedrørende de betingede aktieenheder restricted stock units ("RSU'er"), som Selskabet har tildelt Medarbejderen. Den Danske Aftale udgør endvidere en erklæring til Medarbejderen i henhold til § 3, stk. 1, i lov om brug af køberet eller tegningsret til aktier m.v. i ansættelsesforhold ("Aktieoptionsloven").

I tilfælde af uoverensstemmelser mellem den Danske Aftale og Medarbejderens ansættelsesaftale med det Danske Selskab har den Danske Aftale forrang.

AGREEMENT CONCERNING GRANTING OF RESTRICTED STOCK UNITS, INCLUDING STATEMENT PURSUANT TO THE DANISH STOCK OPTION ACT

Unity Technologies ApS
Loevstraede 5,
DK-1152 Copenhagen K
Denmark
(the "Danish Company")

and

the Participant named in the Grant Notice (the "Employee")

and

Unity Software Inc.
30 3rd Street
San Francisco, California 94103
USA
(the "Company")

have entered into this agreement (the "Danish Agreement") concerning the restricted stock units (the "RSUs") granted by the Company to the Employee. The Danish Agreement also constitutes a statement to the Employee pursuant to section 3 (1) of the Danish Act on the exercise of stock acquisition rights or stock subscription rights in employment relationships, etc. (the "Stock Option Act").

In the event of any discrepancies between the Danish Agreement and the Employee's contract of employment with the Danish Company, this Danish Agreement shall prevail.

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Selskabet har vedtaget et RSU-program, der omfatter medarbejdere i Selskabet og dettes tilknyttede virksomheder, herunder det Danske Selskabs medarbejdere. Vilkårene for RSU-programmet, der også omfatter de RSU'er, der tildeles i medfør af den Danske Aftale, fremgår af "Unity Software Inc. ironSource Share Incentive Plan" ("Planen") og "Unity Software Inc. Global Restricted Stock Unit Award Agreement and RSU Award Grant Notice ("RSU-Aftalen") (Planen og RSU-Aftalen benævnes herefter samlet "RSU-Programmet"). Denne Danske Aftale er betinget af Medarbejderens samtidige indgåelse af RSU-Aftalen.	The Company has adopted an RSU program covering the employees of the Company and its affiliates, including the employees of the Danish Company. The terms of the RSU program, which also include the RSUs granted under the Danish Agreement, appear in the Unity Software Inc. ironSource Share Incentive Plan (the "Plan") and the Unity Software Inc. Global Restricted Stock Unit Award Agreement and RSU Award Grant Notice (the "RSU Agreement"), (the Plan and RSU Agreement are hereinafter referred to as the "RSU Program"). This Danish Agreement is contingent on the Employee's concurrent execution
Vilkårene i RSU-Programmet finder anvendelse på Medarbejderens RSU'er, medmindre denne Danske Aftale fastsætter vilkår, der fraviger vilkårene i RSU-Programmet. I sådanne tilfælde har vilkårene i denne Danske Aftale forrang.	The terms of the RSU Program apply to the Employee's RSUs, unless this Danish Agreement stipulates terms that deviate from the terms of the RSU Program. In such situations, the terms of this Danish Agreement shall prevail.
Definitioner anvendt i denne Danske Aftale vil have samme betydning som i RSU-Programmet, medmindre andet følger af denne Danske Aftale.	The definitions in this Danish Agreement shall have the same meaning as the definitions of the RSU Program, unless otherwise provided by this Danish Agreement.

5	RSU'ER OF VEDERLAG	1	RSUS AND CONSIDERATION
1.1	Medarbejderen bliver løbende efter Selskabets Bestyrelses ("Bestyrelsen") skøn tildelt RSU'er, der giver Medarbejderen ret til at erhverve ordinære aktier ("Aktier") i Selskabet. RSU'erne tildeles vederlagsfrit.	1.1	The Employee is granted RSUs on a current basis at the discretion of the Company's Board of Directors (the "Board"), entitling the Employee to acquire shares of Common Stock ("Shares") in the Company. The RSUs are granted free of charge
1.2	Udstedelsen af Aktier finder sted som beskrevet i pkt. 5 i RSU-Aftalen. Der betales ingen udnyttelseskurs i forbindelse med RSU'ernes modning.	1.2	The issuance of Shares will take place as described in section 5 of the RSU Agreement. No exercise price is payable upon the vesting of the RSUs.
2	KRITERIER ELLER BETINGELSER FOR TILDELINGEN	10	CRITERIA OR CONDITIONS FOR THE GRANT
2.1	Medarbejdere, konsulenter og bestyrelsesmedlemmer i Selskabet eller et tilknyttet selskab, der er udpeget af Lønudvalget på datoen for tildelingens ikrafttræden, er berettigede til at deltage	10.1	Employees, consultants and directors of the Company or an affiliate of the Company designated by the Committee on the effective date of the grant may be eligible to participate.
3	ØVRIGE VILKÅR	11	OTHER TERMS AND CONDITIONS

3.1	RSU'erne tildeles i overensstemmelse med RSU-Programmet.	11.1	The RSUs are granted under the RSU Program.

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3.2	Optionerne tildeles efter Lønudvalgets skøn i Aktieprogrammets løbetid.	11.2	The RSUs are granted at the discretion of the Committee during the term of the RSU Program.
11.3	RSU'erne modnes i henhold til den i Tildelingsmeddelelsen anførte modningsplan.	11.4	The RSUs vest according to the vesting schedule set forth in the Grant Notice.
11.5	Modningen af RSU'er er betinget af, at Medarbejderen er ansat i det Danske Selskab eller en anden med Selskabet koncernforbundet enhed, og ingen RSU'er vil blive tildelt eller modnes efter ansættelsesforholdets ophør, uanset årsagen hertil, jf. dog pkt. 4 nedenfor. Modningen af RSU'er påvirkes ikke af lovreguleret orlov.	11.6	The vesting of RSUs is conditional on the Employee being employed with the Danish Company or another entity in the Company group and no RSUs are granted or shall vest after the termination of such employment, regardless of the reason for such termination, cf. however Section 4 below. The vesting of RSUs is not influenced by statutory leave.
4	FRATRÆDEN	12	TERMINATION
4.1	Som anført i Tildelingsmeddelelsen ophører modning af RSU'erne i tilfælde af ophør af Medarbejderens Fortsatte Ansættelse, undtagen hvor ophøret af Fortsat Ansættelse skyldes Medarbejderens død.	12.1	As set forth in the Grant Notice, except the case of termination due to death, vesting of the RSUs shall terminate upon the Employee's termination of Continuous Service.
13	*JUSTERING* AF RSU'ERNE	14	*ADJUSTMENT OF THE RSUS*
14.1	Justering i forbindelse med kapitalændringer	14.1	Adjustment in connection with capital changes
14.2	Som yderligere beskrevet i RSU-Programmet gælder det, at hvis antallet af udestående Aktier ændres i forbindelse med en ændring i Selskabets kapitalstruktur uden vederlag såsom aktieudbytte, rekapitalisering, aktiesplit, omvendt aktie-split, opdeling eller omklassificering, kan der foretages justeringer, der kan påvirke RSU-Programmet, herunder justering af antallet og klasserne af Aktier, der kan leveres i henhold til Programmet, og af antallet af Aktier for hver endnu ikke modnet RSU i henhold til RSU-Programmet.	14.3	As further set out in the RSU Program, if the number of outstanding Shares is changed by a modification in the capital structure of the Company without consideration such as a stock dividend, recapitalization, stock split, reverse stock split, subdivision or reclassification then adjustments may be made that may impact the RSU Program including adjusting of the number and class of Shares that may be delivered under the Program, the number of Shares covered by each RSU under the RSU Program which has not yet vested.

14.4	*Andre ændringer*	14.5	*Other changes*
14.6	Såfremt der sker et kontrolskifte i Moderselskabet, kan der foretages justeringer i RSU-Programmet som nærmere beskrevet deri.	14.7	If there is a change in control of the Parent Company adjustments may be made to the RSU Program as further set out therein.
14.8	*Lønudvalgets regulering af RSU'er*	14.5	*Committee's regulation of RSUs*
14.6	Lønudvalgets bemyndigelse til at regulere RSU'erne i de i dette pkt. 5 omhandlede situationer er underlagt pkt. 13 i Planen og pkt. 7 i RSU-Aftalen.	14.6	The Committee's authority to regulate of the RSUs in the situations comprised by this section 5 shall be governed by section 13 of the Plan and section 7 of the RSU Agreement.

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15	ØKONOMISKE ASPEKTER VED DELTAGELSE I ORDNINGEN	16	THE FINANCIAL ASPECTS OF PARTICIPATING IN THE SCHEME
16.2	RSU'erne er risikobetonede værdipapirer, der påvirkes af aktiemarkedet og Selskabets resultater. Som følge heraf er der ingen garanti for, at modningen af RSU'erne udløser en fortjeneste. RSU'erne indgår ikke i beregningen af feriepenge, fratrædelsesgodtgørelse, lovpligtig godtgørelse eller kompensation, pension og lignende	16.1	The RSUs are risky securities influenced by the capital market and the Company's results. Consequently, there is no guarantee that the vesting of the RSUs will trigger a profit. The RSUs are not to be included in the calculation of holiday allowance, severance pay, statutory allowance and compensation, pension and similar payments.
17	SKATTEMÆSSIGE FORHOLD	7	TAX MATTERS
7.2	De skattemæssige konsekvenser for Medarbejderen som følge af tildelingen af RSU'erne og modningen af disse er det Danske Selskab og Selskabet uvedkommende. Det Danske Selskab opfordrer Medarbejderen til at indhente individuel rådgivning om den skattemæssige behandling af tildelingen og modningen af RSU'erne.	7.1	Any tax consequences for the Employee arising out of the RSUs and the vesting thereof are of no concern to the Danish Company or the Company. The Danish Company encourages the Employee to obtain individual tax advice in relation to the effect of grant and vesting of the RSUs.
8	OVERDRAGELSE PANTSÆTNING AF RSU'ER MV.	9	TRANSFER AND PLEDGING OF RSUS, ETC.
9.1	RSU'erne er personlige og kan hverken sælges, bortgives, pantsættes eller på anden måde overdrages til tredjemand, hverken frivilligt eller ved udlæg.	9.1	The RSUs are personal instruments that cannot be sold, given away, pledged or otherwise transferred to a third party, whether voluntarily or by execution.

9.2	Udover at udgøre en erklæring i overensstemmelse med Aktieoptionsloven § 3, stk. 1, udgør denne Danske Aftale også en integreret del af Medarbejderens ansættelsesaftale med det Danske Selskab og er undergivet dansk lovgivning.	9.2	In addition to constituting a statement in accordance with section 3 (1) of the Danish Stock Option Act, this Danish Agreement constitutes an integral part of the Employee's contract of employment with the Danish Company and is subject to Danish law.

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Exhibit 31.1

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

I, James Whitehurst, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Unity Software Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November May 9, 2023 2024

By: /s/ James Whitehurst
James Whitehurst
Interim President and Chief Executive Officer
(Principal Executive Officer)

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Exhibit 31.2

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

I, Luis Visoso, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Unity Software Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November May 9, 2023 2024

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

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Exhibit 32.1

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

I, James Whitehurst, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Quarterly Report on Form 10-Q of Unity Software Inc. for the quarter ended September 30, 2023 March 31, 2024 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, and that information contained in such Quarterly Report on Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of Unity Software Inc.

Date: November May 9, 2023 2024

By: /s/ James Whitehurst
James Whitehurst
Interim President and Chief Executive Officer
(Principal Executive Officer)

I, Luis Visoso, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Quarterly Report on Form 10-Q of Unity Software Inc. for the quarter ended September 30, 2023 March 31, 2024 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, and that information contained in such Quarterly Report on Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of Unity Software Inc.

Date: November May 9, 2023 2024

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

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

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