

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

FORM 10-K

(Mark One)

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

For the fiscal year ended December 31, 2023

OR

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

For the transition period from _____ to _____

Commission File Number 001-38434

Dropbox, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

26-0138832

(I.R.S. Employer
Identification Number)

Dropbox, Inc.

1800 Owens Street

San Francisco, California 94158

(Address of principal executive offices, including zip code)

(415) 857-6800

(Registrant's telephone number, including area code)

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of exchange on which registered</u>
Class A Common Stock, par value \$0.00001 per share	DBX	The NASDAQ Stock Market LLC
<u>Securities registered pursuant to Section 12(g) of the Act</u>		
None		

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 (the "Exchange Act"). Yes ☐ No ☒

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

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

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

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

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☐

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

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

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

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

The aggregate market value of the registrant's Class A common stock held by non-affiliates of the registrant, based on the closing price of a share of the registrant's Class A common stock on June 30, 2023 as reported by the NASDAQ Global Select Market on such date was approximately \$ 5,088.3 million. Shares of the registrant's Class A common stock held by each executive officer, director and holder of 5% or more of the outstanding Class A common stock have been excluded as such persons may be deemed to be affiliates. This calculation does not reflect a determination that certain persons are affiliates of the registrant for any other purpose.

As of February 12, 2024, there were 263,329,459 shares of the registrants' Class A common stock outstanding (which includes 8,266,666 shares of Class A common stock subject to restricted stock awards that were granted pursuant to the Co-Founder Grant, and vest upon the satisfaction of a service condition and achievement of certain stock price goals and 521,848 shares of Class A common stock subject to restricted stock awards that were granted to other Dropbox executives and vest upon the satisfaction of a service condition), 80,654,699 shares of the registrant's Class B common stock outstanding, and no shares of the registrant's Class C common stock outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's definitive Proxy Statement relating to the 2024 Annual Meeting of Stockholders are incorporated herein by references in Part II and Part III of this Annual Report on Form 10-K to the extent stated herein. Such Proxy Statement will be filed with the Securities and Exchange Commission within 120 days of the registrant's fiscal year ended December 31, 2023.

TABLE OF CONTENTS

	<u>Page</u>
Part I	
Item 1. Business	6
Item 1A. Risk Factors	15
Item 1B. Unresolved Staff Comments	43
Item 1C. Cybersecurity	43
Item 2. Properties	44
Item 3. Legal Proceedings	45
Item 4. Mine Safety Disclosures	45
Part II	
Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities	46
Item 6. [Reserved]	47
Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations	48
Item 7A. Quantitative and Qualitative Disclosures About Market Risk	65
Item 8. Financial Statements and Supplementary Data	66
Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure	110
Item 9A. Controls and Procedures	110
Item 9B. Other Information	111
Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections	111
Part III	
Item 10. Directors, Executive Officers and Corporate Governance	112
Item 11. Executive Compensation	112
Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters	112
Item 13. Certain Relationships and Related Transactions, and Director Independence	112
Item 14. Principal Accountant Fees and Services	112
Part IV	
Item 15. Exhibits, Financial Statement Schedules	113
Item 16. Form 10-K Summary	116

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Annual Report on Form 10-K contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the “Securities Act”), and Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), which statements involve substantial risk and uncertainties. Forward-looking statements generally relate to future events or our future financial or operating performance. In some cases, you can identify forward-looking statements because they contain words such as “may,” “will,” “should,” “expects,” “plans,” “anticipates,” “could,” “intends,” “target,” “projects,” “contemplates,” “believes,” “estimates,” “predicts,” “potential,” or “continue” or the negative of these words or other similar terms or expressions that concern our expectations, strategy, plans, or intentions. Forward-looking statements contained in this Annual Report on Form 10-K include, but are not limited to, statements about:

- Our ability to retain and upgrade paying users;
- Our ability to attract new users or convert registered users to paying users;
- Our future financial performance, including trends in revenue, costs of revenue, gross profit or gross margin, operating expenses, paying users, annual recurring revenue, average revenue per user, free cash flow, and the assumptions underlying such trends;
- Our expectations regarding general economic, political, and market trends and their respective impacts on our business;
- Our ability to compete successfully in competitive markets;
- Our expectations regarding the potential impacts of a more permanent global shift to remote or distributed work, on our business, the business of our customers, suppliers and partners, and the economy;
- The demand for our platform or for content collaboration solutions in general;
- Our ability to effectively integrate our platform with others;
- Our ability to respond to rapid technological changes, including our ability to take advantage of potential market opportunities arising from what we believe to be a more permanent shift towards remote or distributed work;
- Our ability to achieve or maintain profitability;
- Our expectations around future growth;
- Our ability to successfully introduce new products and features;
- Our ability to effectively invest in the development of new products and technologies;
- Our ability to attract, retain, integrate, and manage key and other highly qualified personnel, including in light of our workforce reduction in April 2023 and as a result of our Virtual First model with an increasingly distributed workforce;
- Our ability to prevent security breaches and unauthorized access to customer data;
- Our capital allocation plans, including expected allocations of cash and timing for our share repurchases and other investments;
- Our expectations regarding the challenges and anticipated benefits to our business from our Virtual First work model as well as the impact to our financial results and business operations as a result of this model;
- The effects of new or modified laws, policies, taxes, and regulations on our business;
- Our ability to maintain, protect, and enhance our intellectual property;
- The sufficiency of our cash and cash equivalents to meet our liquidity needs; and

- Acquisitions of companies and assets.

We caution you that the foregoing list may not contain all of the forward-looking statements made in this Annual Report on Form 10-K.

You should not rely upon forward-looking statements as predictions of future events. We have based the forward-looking statements contained in this Annual Report on Form 10-K primarily on our current expectations and projections about future events and trends that we believe may affect our business, financial condition, results of operations, and prospects. The outcome of the events described in these forward-looking statements is subject to risks, uncertainties, and other factors described in the section titled "Risk Factors" and elsewhere in this Annual Report on Form 10-K. Moreover, we operate in a very competitive and rapidly changing environment. New risks and uncertainties emerge from time to time, and it is not possible for us to predict all risks and uncertainties that could have an impact on the forward-looking statements contained in this Annual Report on Form 10-K. We cannot assure you that the results, events, and circumstances reflected in the forward-looking statements will be achieved or occur, and actual results, events, or circumstances could differ materially from those described in the forward-looking statements.

The forward-looking statements made in this Annual Report on Form 10-K relate only to events as of the date on which the statements are made. We undertake no obligation to update any forward-looking statements made in this Annual Report on Form 10-K to reflect events or circumstances after the date of this Annual Report on Form 10-K or to reflect new information 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 we may make.

SUMMARY OF RISK FACTORS

Below is a summary of the principal factors that could materially harm our business, operating results and/or financial condition, impair our future prospects or cause the price of our Class A common stock to decline. This summary does not address all of the risks that we face. Additional discussion of the risks summarized in this risk factor summary, and other risks that we face, can be found below under the heading "Risk Factors" and should be carefully considered, together with other information in this Form 10-K and our other filings with the Securities and Exchange Commission ("SEC") before making an investment decision regarding our Class A common stock.

- Our business depends on our ability to retain and upgrade paying users, and any decline in renewals or upgrades could adversely affect our future results of operations.
- Our future growth could be harmed if we fail to attract new users or convert registered users to paying users.
- Our business could be damaged, and we could be subject to liability if there is any unauthorized access to our data or our users' content, including through privacy and data security breaches or incidents.
- Our rate of growth has declined in past periods. If we do not successfully execute our plan for future growth, our growth rate may continue to decline in the future.
- Our business may be significantly impacted by a change in general economic, political, and market conditions, including any resulting effect on consumer or business spending.
- We operate in competitive markets, and we must continue to compete effectively.
- Failure to respond to rapid technological changes, extend our platform, or develop new features or products may harm our ability to compete effectively, which would adversely affect our business.
- Our business depends upon the interoperability of our platform across devices, operating systems, and third-party applications that we do not control.
- Our business could be harmed by any significant disruption of service on our platform or loss of content.
- We generate revenue from sales of subscriptions to our platform, and declines in demand for our platform, or for content collaboration solutions in general, could negatively impact our business.
- We depend on our key personnel and other highly qualified personnel, and if we fail to attract, integrate, and retain our personnel, and maintain our unique corporate culture, our business could be harmed.
- We have a limited history of operating with a Virtual First workforce and the long-term impact on our financial results and business operations remains uncertain.
- Our lack of a significant outbound sales force may limit the potential growth of our business.
- Our revenue growth rate has declined in recent periods and may continue to slow in the future.
- We have a history of net losses, we may increase expenses in the future, and we may not be able to achieve or maintain profitability.
- Servicing our 2026 Notes and 2028 Notes (as defined below) may require a significant amount of cash, and we may not have sufficient cash flow or the ability to raise the funds necessary to satisfy our obligations under the 2026 Notes or 2028 Notes.

PART I.

ITEM 1. BUSINESS

Overview

Dropbox, Inc. (the “Company”, “we”, or “us”) is the one place to keep life organized and keep work moving.

We were founded in 2007 with a simple idea: Life would be a lot better if everyone could access their most important information anytime from any device. Over the past decade, we’ve largely accomplished that mission by building tools to help people work from anywhere—and along the way we recognized that for most of our users, sharing and collaborating on the Dropbox, Inc. platform (“Dropbox”) was even more valuable than storing files.

Our market opportunity grew as we’ve expanded from keeping files in sync to keeping teams in sync. Today, we are well-positioned to reimagine the way work gets done. We’re focusing on reducing the inordinate amount of time and energy the world spends on “work about work”—tedious tasks like searching for content, switching between applications, and managing workflows. We believe the need for our platform will continue to grow as teams become more fluid and global, and content is increasingly fragmented across incompatible tools and devices. Dropbox breaks down silos by centralizing the flow of information between the products and services our users prefer, even if they’re not our own. In a world where using technology at work can be fragmented and distracting, Dropbox makes it easy to focus on the work that matters.

The popularity of our platform promotes viral growth, which has allowed us to scale rapidly and efficiently. We’ve built a thriving global business with 18.12 million paying users as of December 31, 2023.

What Sets Us Apart

From our founding, we’ve focused on simplifying the lives of our users. In a world where business software can be frustrating to use, challenging to integrate, and expensive to sell, we take a different approach. As businesses around the world adapt to a distributed environment, we are at the forefront of developing the technology to support them. We provide tools to help distributed teams prioritize, get organized, and keep work moving securely—from anywhere.

Simple and intuitive design

While traditional tools developed in the desktop age have struggled to keep up with evolving user demands, Dropbox was designed for the cloud era. We build simple, beautiful products that bring joy to our users and make it easier for them to do their best work.

Open ecosystem

Because people use a wide variety of devices, tools and platforms, Dropbox works across the devices, operating systems, and apps users want—from Android to iOS, Windows, Mac, desktop, and mobile. We also integrate seamlessly with other products, integrating with partners including Microsoft, Zoom, Slack (now part of Salesforce), BetterCloud, Atlassian, and Google.

Viral, bottom-up adoption

Every year, millions of users sign up for Dropbox. Bottom-up adoption within organizations has been critical to our strategy and success as users increasingly choose their own tools at work. We generate over 90% of our revenue from self-serve channels—users who purchase a subscription through our app or website.

Performance and security

Our custom-built infrastructure allows us to maintain high standards of performance, availability, and security. Dropbox is built on proprietary, block-level sync technology to achieve industry-leading performance. We designed our platform with multiple layers of redundancy to guard against data loss and deliver high availability. We also offer numerous layers of protection, from secure file data transfer and encryption to network configuration and application-level controls.

Our Solution

Dropbox allows individuals, teams, and organizations to collaborate more effectively and focus on the work that matters. Anyone can sign up for free through our website or app, and upgrade to a paid subscription plan for premium features. Our

customers include individuals, families, teams, and organizations of all sizes, from freelancers and small businesses to Fortune 100 companies. They work across a wide range of industries, including professional services, technology, media, education, industrial, consumer and retail, and financial services. Within companies, our platform is used by all types of teams and functions, including sales, marketing, product, design, engineering, finance, legal, and human resources.

Key elements of our platform

- *Unified home for content.* We provide a unified home for the world's content and the relevant context around it. To date, our users have added hundreds of billions of pieces of content to Dropbox, totaling over multiple exabytes of data. When users adopt the Dropbox platform, they gain access to a digital workspace that supports the full content lifecycle—they can create and organize their content, access it from anywhere, share it with internal and external collaborators, and review feedback and history.
- *Global sharing network.* We've built one of the largest collaboration platforms in the world. We cater to the needs of dynamic, dispersed teams. The overwhelming majority of our customers use Dropbox to share and collaborate. As we continue to grow, more users benefit from frictionless sharing, and powerful network effects increase the utility and stickiness of our platform.
- *Product experiences and integrations.* The insights we glean from our community of users and our deep integrations with best-of-breed companies lead us to develop or acquire new product experiences and extend the capabilities of our platform. Products like Dropbox Passwords, Vault, Computer Backup, Dropbox Sign, DocSend, Dropbox Capture, and FormSwift and deep integrations with companies like Microsoft, Zoom, Atlassian, Slack, and BetterCloud help us provide our users with the functionality they need to do their best work. Machine learning further improves the user experience by enabling more intelligent search, better organization, and utility of information. We have also made investments in developing products that will incorporate artificial intelligence ("AI") technologies in the future. This ongoing innovation broadens the value of our platform and deepens user engagement.

These elements reinforce one another to produce a powerful flywheel effect. As users create and share more content with more people, they expand our global sharing network. This network allows us to gather insights and feedback that help us create new product experiences. And with our scale, we can instantly put these innovations in the hands of millions. This, in turn, helps attract more users and content, which further propels the flywheel.

Our Capabilities

Dropbox is a single organized place where individuals and teams can create content, access it from anywhere, and share it with collaborators. The power of our platform lies in the breadth of our capabilities and the diverse ways our users make Dropbox work for them. We monetize through a range of subscription plans. Our platform capabilities are described below:

Create

Paper. With Dropbox Paper, users can co-author content, tag others, create timelines, assign tasks with due dates, embed and comment on files, tables, checklists, code snippets, and rich media—all in real-time. We designed Paper to be simple and beautiful so users can focus on the most important ideas and tasks at hand.

Doc scanner. The doc scanner in our mobile app lets users create content in Dropbox from hard copies. This includes transforming everything from printed materials to whiteboard brainstorming sessions into digital documents that users can edit and share. We apply proprietary machine learning techniques to automatically detect the document being scanned, extract it from the background, fit it to a rectangular shape, remove shadows, adjust the contrast, and save it as a PDF or image file. For Dropbox Business teams, scanned content is analyzed using Optical Character Recognition so text within these scans is searchable in Dropbox.

Access and organize

Search. Dropbox has powerful search capabilities that allow users to quickly find the files and folders they need. Our autocomplete technology surfaces and prioritizes content based on users' previous activity. For Dropbox Plus, Professional, and Business users, full text search allows users to scan the entire content of their files.

Rich previews. Rich previews allow users to easily interact with files across any device without having to open different applications. Users can comment on, annotate, review, and present files, and see who viewed and edited them. We support previews of over 300 file types, and Dropbox users currently preview files tens of millions of times every day.

[Table of Contents](#)

Smart Sync. With Smart Sync, users can access all of their content natively on their computers without taking up storage space on their local hard drives. We intelligently sync files to a user's computer as they need them, and users can control which files or folders are always synced locally. With Smart Sync, files that are only stored in the cloud appear in the local file system and can be opened directly from Windows File Explorer or Mac Finder, instead of having to navigate to our web interface. Smart Sync is available to Dropbox Plus, Professional, and Business users.

Version history. As paying users work on files, our servers keep snapshots of all their changes. Users can see a file's complete version history so they can reference and retrieve older versions, depending on the users' subscription. Version histories are kept up to 365 days for paying users, depending on the users' subscription.

Third-party ecosystem. Our open and thriving ecosystem fosters deeper relationships with our users and developers. Developers can build applications that connect to Dropbox through our DBX Developer Platform. For example, email apps can plug into Dropbox to send attachments or shared links, video-conferencing apps allow users to start meetings and share content natively from Dropbox, and eSignature apps give users the ability to manage and maintain contract workflows all from within Dropbox. As of December 31, 2023, Dropbox was receiving over 75 billion API calls per month and just under 1,000,000 developers had registered and built applications on our platform. In addition, more than 80% of Dropbox Business teams have linked to one or more third-party applications.

Rewind. Dropbox Rewind is a tool that lets a user take a folder, or their entire account, back to a specific point in time. The tool uses version history to undo changes made to files and folders, and can recover any file edits or deletions up to the last 365 days, depending on the users' subscription.

Computer Backup. Computer backup automatically syncs folders on a user's computer to the cloud. When turned on, files on the user's PC or Mac are continuously backed up on the cloud. Any changes made in synced folders are automatically updated in the Dropbox account and on the hard drive. Computer backup allows users to get up-to-date versions of files stored on the user's PC or Mac from anywhere and from any device instantly. Content is secure in the cloud, no matter what happens to the user's computer.

Passwords. Dropbox Passwords allows users to sign-in to websites and apps by creating and storing unique usernames and passwords across devices. The app can autofill usernames and passwords for instant access anywhere within applications available for Windows, Mac, iOS, and Android.

Vault. Dropbox Vault helps secure and organize sensitive information in the cloud. Vault, which is only available for Dropbox Plus, Professional, and Family plans, is a PIN-protected folder in Dropbox that a user can access any time. Sensitive data can be added and viewed from Windows and the Dropbox mobile app.

Share

Folders. There are three types of folders in Dropbox: private, shared, and team folders. A private folder allows an individual to sync files between devices. A shared folder allows users to quickly and easily start a project space for group collaboration. A team folder, which is only available for Dropbox Business teams, is a central, administrator-managed hub where they can store and collaborate on content.

Shared links. Users can share files and folders with anyone, including non-Dropbox users, by creating a Dropbox link. Once created, the link can be sent through email, text, Facebook, X, instant message, or other channels. The recipient can view the file with a rich preview or see all the files in a shared folder. Dropbox Professional subscribers and Dropbox Business teams can set passwords and expiration dates and specify whether recipients can comment on or download the files.

Transfer. Dropbox Transfer gives users a quick and secure way to send large files or collections of files to anyone. With Transfer, users can send up to 100 GB of files in just a few clicks, depending on the users' subscription. Users also have the option to drag and drop files to upload from their computer, or add items stored in Dropbox. After creating a transfer, users receive a link that can be pasted anywhere and sent to anyone. Recipients receive copies of the files, so the sender's originals remain untouched.

File requests. With file requests, users can invite anyone to submit files into a specified Dropbox folder through a simple link—regardless of whether the recipient has a Dropbox account. File requests are ideal for tasks such as collecting bids from contractors or requesting submissions from coworkers and clients. All submitted files are organized into a Dropbox folder that's private to the requesting user.

Watermarking. Our Dropbox watermarking feature allows users to protect and share digital files quickly and easily. The watermark feature can be used to protect graphic designs, confidential contracts, and personal photographs. Users can create their own custom watermark and watermark any file without leaving Dropbox.

DocSend. DocSend is a secure document sharing and analytics platform that gives customers visibility into what happens to their documents after they send them. DocSend technology enables customers to track who opens their documents and how much time they spend on each page, protect documents with security features like email verification and viewer whitelisting, and share multiple documents with a single link.

Collaborate

Comments and annotations. Dropbox comments and annotations marry content with the conversations and relevant context around it. Instead of being scattered across separate silos, such as email and chat, the editing and development of content are tied to a file. Users can give feedback on specific parts of files through a rich, innovative overlay on our web and mobile platforms.

File activity stream. An activity feed lives next to every file preview on our web interface and in the desktop app, telling users what's happening with a file. The feed shows when someone opens a file, edits a file, or shares a file.

Notifications. We use real-time notifications across all our channels—web, desktop, email, and mobile—to keep users up-to-date on what's happening with their work. Users can choose to be notified when someone opens, edits, shares, or comments on a file, or adds a file to their shared folders.

Viewer information and presence. On both file previews and Paper docs, Dropbox shows users in real-time who's viewing a doc and when a doc was last viewed by other users. On desktop, the Dropbox badge is a subtle overlay to Microsoft Word, Excel, and PowerPoint that lets users know if someone opens or edits the file they're working in. The Dropbox badge gives users real-time insight into how others are interacting with their content, bringing modern collaboration features often found only in web-based documents to desktop files.

Dropbox Sign. Dropbox Sign is an eSignature and document workflow platform that enables customers to easily sign, send, and receive documents through its intuitive web and mobile based interfaces. Once documents are signed, copies automatically sync to the user's Dropbox account.

Capture. Dropbox Capture is an all-in-one visual communication tool that helps team members share their work and idea asynchronously. Dropbox Capture allows users to visually present their work through easy-to-take screen recordings, GIFs, and screenshots.

FormSwift. FormSwift is a cloud-based service that gives individuals and businesses a simple solution to create, complete, edit, and save critical business forms and agreements.

Secure

Security protections. We employ strong protections for all of the data on our platform.

- **Encryption.** Dropbox file data at rest is encrypted using 256-bit Advanced Encryption Standard, or AES. To protect data in transit between Dropbox apps such as desktop, mobile, API, or web and our servers, Dropbox uses Secure Sockets Layer, or SSL, and Transport Layer Security, or TLS, for data transfer, creating a secure tunnel protected by 128-bit or higher AES encryption.
- **File recovery.** Every deletion event in Dropbox is recorded, including when groups of files are deleted. Users can easily recover files through our web interface. Dropbox Plus subscribers may recover prior versions for up to 30 days after deletion, and Dropbox Professional and Dropbox Business subscribers may recover prior versions for up to 180 days after deletion.

Administrator controls. Dropbox Business team administrators have many ways to customize security settings in both global and granular ways, including real-time detections of suspicious behavior, risky activity, and potential data leaks.

- **Sharing permissions:** Team administrators can set up and monitor how their members share team folders, and can set sharing permissions on all folders, sub-folders, and links through the sharing tab.

[Table of Contents](#)

- *Remote device wipe*: Team administrators can delete their organization's Dropbox content from a member's linked devices, which is especially useful should someone lose a device or leave the team.
- *Audit log*: Team administrators can monitor which members are sharing files and logging into Dropbox, among other events. They can review activity logs, create full reports for specific time ranges, and pull activity reports on specific members. Advanced and Enterprise team administrators have access to audit logs with file-event tracking.
- *Device approvals*: Advanced and Enterprise team administrators can manage how members access Dropbox on their devices.
- *Tiered administrator roles*: Advanced and Enterprise teams have the ability to set multiple administrator roles, each with a different set of permissions.
- *Network control*: Enterprise team administrators can restrict personal Dropbox usage on their organization's network.

Third-party security integrations. We've partnered with industry-leading third parties to enable us to provide a wide range of IT processes and satisfy industry compliance standards, including:

- *Security information and event management*: Allows Dropbox Business administrators to oversee and manage employee activity, and access sensitive data through the administrator page.
- *Data loss prevention*: Protects sensitive data like personally identifiable information and payment card industry data stored in Dropbox Business accounts.
- *eDiscovery and legal hold*: Enables secure search and the ability to collect and preserve electronically stored information in Dropbox Business accounts.
- *Digital rights management*: Provides third-party encryption for company data stored in Dropbox Business accounts.
- *Data migration and on-premises backup*: Assists in transferring large amounts of data between locations and securing sensitive information with on-site data backup.
- *Identity management*: Allows companies to keep their Dropbox Business team authenticated with an external identity provider like Active Directory.

Our Subscription Plans

We offer a range of subscription plans for our users, including a free, Basic plan, paid Personal plans, and Business plans.

Our Customers

We've built a thriving global business with 18.12 million paying users. As of December 31, 2023, we had more than 575,000 paying Dropbox Business teams. Our customer base is highly diversified, and in 2023, 2022, and 2021, no customer accounted for more than 1% of our revenue. Our customers include individuals, families, teams, and organizations of all sizes, from freelancers and small businesses to Fortune 100 companies. They work across a wide range of industries, including professional services, technology, media, education, industrials, consumer and retail, and financial services. Within companies, our platform is used by all types of teams and functions, including sales, marketing, product, design, engineering, finance, legal, and human resources.

How we support our customers

All of our users can access support through the following resources:

- *Help center*: Provides an online repository of helpful information about our platform, responses to frequently asked questions, and best practices for use.
- *Community support*: Facilitates collaboration between users on answers, solutions, and ideas about our platform in an online community.
- *Social media support*: Provides users real-time product and service updates, and offers tips and troubleshooting information.
- *Guided troubleshooting*: Offers step-by-step instructions to resolve common questions and provides a portal to submit help requests for questions that aren't otherwise addressed.

We also offer additional levels of support for our paying users depending on the subscription plan they choose.

Our Sales and Marketing Approach

As users share content and collaborate on our platform, they introduce and invite new users, driving viral growth. We generate over 90% of our revenue from self-serve channels, which limits customer acquisition costs.

We've developed an efficient marketing function that's focused on building brand awareness and reinforcing our self-serve model.

Our goal is to rapidly demonstrate the value of our platform to our users in order to convert them to paying users and upgrade them to our premium offerings. We reach them through in-product prompts and notifications, time-limited trials of paid subscription plans, email, and lifecycle marketing. Each year, hundreds of millions of devices—including computers, phones, and tablets—are actively connected to the Dropbox platform, representing a large number of touchpoints to communicate with our users. We complement our self-serve strategy with a focused outbound sales effort targeted at organizations with existing organic adoption of Dropbox.

Once prospects are identified, our sales team works to broaden adoption of our platform into wider-scale deployments. We also acquire some users through paid marketing and distribution partnerships in which hardware manufacturers pre-install our software on their devices.

Our Technology Infrastructure and Operations

Our users trust us with their most important content, and we focus on providing them with a secure and easy-to-use platform. More than 90% of our users' data is stored on our own custom-built infrastructure, which has been designed from the ground up to be reliable and secure, and to provide annual data durability of at least 99.999999999%. We have datacenter co-location facilities in California, Oregon, Texas, and Virginia.

We also utilize Amazon Web Services, or AWS, for the remainder of our users' storage needs and to help deliver our services. These AWS datacenters are located in the United States, Australia, Europe, and Japan, which allows us to localize where content is stored. Our technology infrastructure, combined with select use of AWS resources, provides us with a distributed and scalable architecture on a global scale.

We designed our platform with multiple layers of redundancy to guard against data loss and deliver high availability. Incremental backups are performed hourly and full backups are performed daily. In addition, as a default, redundant copies of content are stored independently in at least two separate geographic regions and replicated reliably within each region.

We make investments in technology both to improve our existing products and services and to develop new ones. We have made, and intend to continue making, investments in developing products that will incorporate AI.

Our Commitment to Security, Privacy and Legal Compliance

Trust is the foundation of our relationship with our users, and we take significant measures every day to protect their privacy and security.

Security

Our sophisticated infrastructure is designed to protect our users' content while it is transferred, stored, and processed. We offer multiple layers of protection, including secure file data transfer, encryption, network configuration, and application-level controls. For Dropbox Business teams, our tools also empower administrators with control and visibility features that allow them to customize our platform to their organizations' needs. Our information security policies and management framework are designed to build a culture of security, and we continually assess risks and improve the security, confidentiality, integrity, and availability of our systems. We voluntarily engage third-party security auditors to test our systems and controls at least annually against the most widely recognized security standards and regulations. We also encourage and support independent research through our bug bounty program, where we work with leading security researchers from around the world to maintain the high standards of security our users have come to expect.

Dropbox supports HIPAA and HITECH compliance. We sign business associate agreements with our customers who require them in order to comply with the Health Insurance Portability and Accountability Act, or HIPAA, and the Health Information Technology for Economic and Clinical Health Act, or HITECH. We also offer a HIPAA assessment report performed by an independent third party.

Privacy

We are committed to keeping user data private, and are subject to a number of privacy laws and regulations such as the European Union's General Data Protection Regulation ("GDPR") and the California Consumer Privacy Act ("CCPA") in the U.S. These laws and regulations impose increasingly numerous, complex obligations on us. To comply with and manage our obligations under such privacy laws and regulations, we operate a robust privacy program and have appointed a Data Protection Officer. Our privacy policy details how we process our users' personal data as well as the steps we take to protect it. For third-party developers that create applications that connect to Dropbox, we also set forth terms and guidelines that explain their obligation to protect the privacy of our users' personal data.

Other Government Regulations

We are subject to compliance with various laws and regulations. These include those covering copyright, indecent content, child protection, and similar matters regarding the content stored and created on our platform as well as consumer protection laws that may impact our sales and marketing efforts, including laws related to subscriptions, billing, and auto renewal. In addition to laws and regulations governing content stored and created on our platform and consumer protection, we are also subject to anti-corruption laws and export and import regulations. The laws in these areas are often in a state of flux and can vary widely between jurisdictions. To comply with and manage our obligations under such laws and regulations, we track relevant legislative, regulatory, and contractual requirements. In addition, we have instituted processes and policies to ensure we review our business practices for appropriate compliance with such requirements.

Our Competition

The market for content collaboration platforms is competitive and rapidly changing. Certain features of our platform compete in the cloud storage market with products offered by Microsoft, Amazon, Apple, Slack (now part of Salesforce), Google, and Adobe and in the content collaboration market with products offered by Microsoft, Atlassian, and Google. On a more limited basis, we compete with Box in the cloud storage market for deployments by large enterprises and with Adobe and DocuSign in the e-signature market. We also compete with smaller private companies that offer point solutions in the cloud storage market or the content collaboration market.

We believe that the principal competitive factors in our markets include the following:

- user-centric design;
- ease of adoption and use;
- scale of user network;
- features and platform experience;
- performance;
- brand;
- security and privacy;
- accessibility across several devices, operating systems, and applications;
- third-party integration;
- customer support;
- continued innovation;
- pricing
- investments in AI; and
- macroeconomic trends.

We believe we compete favorably across these factors, however, some of our competitors may have greater name recognition, longer operating histories, more varied services, the ability to bundle a broader range of products and services, larger marketing budgets, established marketing relationships, access to larger user bases, major distribution agreements with hardware manufacturers and resellers, and greater financial, technical, and other resources.

Intellectual Property

We believe that our intellectual property rights are valuable and important to our business. We rely on patents, patent applications, trademarks, copyrights, trade secrets, know-how license agreements, confidentiality procedures, non-disclosure agreements, employee disclosure and invention assignment agreements, and other contractual rights to establish and protect our proprietary rights. In addition, from time to time we've purchased patents, inbound licenses, trademarks, domain names, and patent applications from third parties.

We have over 1,750 issued patents and more than 250 pending patent applications in the United States and abroad. These patents and patent applications seek to protect our proprietary inventions relevant to our business. In addition, we license a number of key third-party patents in the file collaboration, storage, syncing, and sharing markets.

We have trademark rights in our name, our logo, and other brand indicia, and have trademark registrations for select marks in the United States and many other jurisdictions around the world. We also have registered domain names for websites that we use in our business, such as www.dropbox.com, and similar variations.

We intend to pursue additional intellectual property protection to the extent we believe it would be beneficial and cost-effective. Despite our efforts to protect our intellectual property rights, they may not be respected in the future or may be invalidated, circumvented, or challenged. In addition, the laws of various foreign countries where our products are distributed may not protect our intellectual property rights to the same extent as laws in the United States.

Human Capital

At Dropbox, we believe that the world can work better. But that starts with us: building a team that emphasizes the kindness and collaboration needed to grow. We believe the strength of our workforce is one of the most significant contributors to our success. As of December 31, 2023, we had 2,693 full-time employees. Of our full-time employees, 2,226 were located in the United States and 467 were employees located outside of the United States. None of our employees are represented by a labor union, except to the extent certain employees outside the United States are represented by national trade unions or local works councils. We have not experienced any work stoppages, and we believe that our employee relations are strong.

On April 27, 2023, we announced a reduction of our global workforce by approximately 16% to streamline our team structure in support of our long-term growth and profitability objectives. We provided employees impacted by this reduction in force with severance packages and job placement support.

Virtual First

In October 2020, we announced our Virtual First work model pursuant to which remote work has become the primary experience for all of our employees. As a result, we expect that our workforce will continue to become more distributed over time, although we are continuing to offer our employees opportunities for in-person collaboration in all locations where we currently have offices either through our existing real-estate that were repurposed into collaborative spaces called "Dropbox Studios" or new, flexible spaces known as "On-Demand Spaces". A critical feature of the success of Virtual First has been empowering our employees to adopt flexible working arrangements and providing tools for efficient remote collaboration and continuing to provide opportunities for in-person collaboration at our "Dropbox Studios" or "On-Demand Spaces" locations. Additionally, we provide our employees with a quarterly allowance that can be used to cover expenses related to health and fitness, family and caregiver support, productivity and ergonomics, financial wellness, and learning and development programs, as well as resources to support their effectiveness in their work environments.

Compensation and Benefits Program

Our compensation program is designed to attract and reward talented individuals who possess the skills necessary to support our business, contribute to our strategic goals and create long-term value for our stockholders. We provide employees with competitive compensation packages that include base salary, annual incentive bonuses, 401(k) with a company match up to a specific threshold, and equity awards which align the interests of our employees with our stockholders. Our highly competitive benefits package includes medical, dental, vision, life and disability plans. In addition to these core benefits, Dropbox also provides enhanced mental health benefits, family formation benefits and our adoption and surrogacy assistance program. Our comprehensive programs also provide various leave benefits - including paid parental leave for all eligible employees.

Employee Wellness and Safety

We recognize the importance of the well-being of our employees. With the shift to our Virtual First work model, we remain committed to supporting their wellness and development. A component of our comprehensive health and wellness benefits package to all employees includes additional time-off opportunities as well as mental and physical wellness benefits. We conduct a bi-annual employee satisfaction survey to gather candid feedback from employees with focus on areas such as experience with our managers, wellness initiatives, career and company initiatives. Survey results are reviewed extensively and become part of our action plans at all levels of the organization.

In addition, the safety of our employees is paramount to our success. We have a physical security policy applicable to all our employees with a global physical security team that is empowered to protect the safety of our employees in the event of emergencies or disasters.

Learning and Development

We want all of our employees to have thriving careers where they grow and develop in meaningful ways. We develop and provide access to internal learning and development resources to assist in professional development in various ways such as skills-building programs, on-demand learning options, mentoring programs, and leadership development courses. We also offer extensive onboarding and training programs to prepare our employees at all levels for career progression and individual development.

Diversity and Inclusion

We believe that an equitable and inclusive environment comprised of diverse teams produces more creative solutions, results in better and more innovative products, and is crucial to our efforts to attract and retain key talent. We are focused on building an inclusive culture and sustaining a diverse workforce through a variety of company initiatives. As part of that effort we have a number of executive-sponsored Employee Resource Groups, or ERGs, that provide support for our workforce by fostering an inclusive environment and providing community-building opportunities. In addition, we provide resources and training to employees at all levels to ensure that we are cultivating diverse and inclusive teams, as well as sponsor a number of professional development opportunities.

Community

We empower our employees to give back to their communities by providing paid volunteer time off, matching a portion of employee donations to nonprofits and making product donations to nonprofit organizations nominated by our employees.

Corporate Information

We were incorporated in May 2007 as Evenflow, Inc., a Delaware corporation, and changed our name to Dropbox, Inc. in October 2009. Our principal offices are located at 1800 Owens Street, San Francisco, California, 94158, and our telephone number is (415) 857-6800. Our Class A common stock is listed on the Nasdaq Global Select Market under the symbol "DBX."

Available Information

Our website is located at <http://www.dropbox.com/>, our investor relations website is located at <http://investors.dropbox.com/>, and our blog is located at <https://blog.dropbox.com/topics/news>. We have used, and intend to continue to use, our investor relations website, our blog, press releases, public conference calls and webcasts to disclose material non-public information and to comply with our disclosure obligations under Regulation FD. The following filings are available through our investor relations website after we file them with the SEC: Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, current reports on Form 8-K, and our Proxy Statement for our annual meeting of stockholders. These filings are also available for download free of charge on our investor relations website. The SEC also maintains an Internet website that contains reports, proxy statements and other information about issuers, like us, that file electronically with the SEC. The address of that website is www.sec.gov. The contents of these websites are not incorporated into this filing. Further, the Company's references to the URLs for these websites are intended to be inactive textual references only.

ITEM 1A. RISK FACTORS

Investing in our Class A common stock involves a high degree of risk. In addition to the other information set forth in this Annual Report, you should carefully consider the risks and uncertainties described below, together with all of the other information in this Annual Report on Form 10-K, including the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements and related notes, before making a decision to invest in our Class A common stock. Our business, results of operations, financial condition, or prospects could also be harmed by risks and uncertainties that are not presently known to us or that we currently believe are not material. If any of the risks actually occur, our business, results of operations, financial condition, and prospects could be materially and adversely affected. In that event, the market price of our Class A common stock could decline, and you could lose all or part of your investment. In addition, any worsening of the economic environment may exacerbate the risks described below, any of which could have a material impact on us. This situation continues to evolve, and additional impacts may arise that we are not currently aware of.

Risks Related to Our Business and Operations

Our business depends on our ability to retain and upgrade paying users, and any decline in renewals or upgrades could adversely affect our future results of operations.

Our business depends upon our ability to maintain and expand our relationships with our users. Our business is subscription-based, and paying users are not obligated to and may not renew their subscriptions after their existing subscriptions expire. As a result, we cannot provide assurance that paying users will renew their subscriptions utilizing the same tier of our products or upgrade to premium offerings. Renewals and upgrades of subscriptions to our platform have fluctuated, we have experienced periods in which our number of paying users has declined, renewals and upgrades of subscriptions to our platform may continue to fluctuate or decline in any period or over time. Paying users may downgrade or not renew their subscriptions because of several factors, such as dissatisfaction with our products, support, pricing, mix of features, or user experience, a user no longer having a need for our products, the availability of competitive products that are, or are perceived to be, less expensive, shifts in the mix of monthly and annual subscriptions or the impact of macroeconomic trends or catastrophic events on our paying users and their willingness or ability to pay for subscriptions. Any decrease in renewals or downgrade of subscriptions to our platform could harm our ability to grow revenue.

We encourage both basic and paying users to upgrade to our premium offerings by recommending additional features and through in-product prompts and notifications. We are focused on increasing recurring revenue and we believe that users that subscribe to our premium paid offerings, including our bundled product offerings, demonstrate a propensity to retain and expand their deployments over time. We seek to expand within organizations through viral means by adding new users, having workplaces purchase additional products, or expanding the use of Dropbox into other departments within a workplace. We often see enterprise IT decision-makers adopting Dropbox after noticing substantial organic adoption by individuals and teams within the organization. However, if our paying users cancel their subscriptions or fail to renew, or if we fail to upgrade our paying users to premium offerings or expand within organizations, our business, results of operations, and financial condition may be harmed. In addition, certain of our enterprise licenses have a large number of seat licenses. Loss of paying users due to non-renewal of contracts that cover a large number of seat licenses could negatively impact our number of paying users, causing the number of net new paying users to decline or be negative. Accordingly, an enterprise decision not to renew its license may have a material impact on our number of paying users and could also have a significant impact on our business, results of operations, and financial condition as a result. Additionally, the timing of certain contract renewals that include a significant number of seat licenses may make any projections relating to our future paying users more uncertain. Although it is important to our business that our users renew their subscriptions after their existing subscriptions expire and that we expand our commercial relationships with our users, given the volume of our users, we may be unable to address any retention issues with specific users in a timely manner, which could harm our business.

We have and may continue to see an increase in new customers opting for our monthly plans rather than our annual plans, including from users who upgrade to paid plans using mobile devices. As a result, to the extent more of our users subscribe to our paid plans through mobile devices or otherwise opt for monthly plans, subscription renewals may fluctuate or decline.

Our future growth could be harmed if we fail to attract new users or convert registered users to paying users.

We must continually add new users to grow our business beyond our current user base and to replace users who choose not to continue to use our platform. In particular, in order to grow our revenue, we must attract paying users and convert registered users to paying users. Historically, our revenue has been driven by our self-serve model, and we generate more than 90% of our revenue from self-serve channels. Our self-service channel revenue is driven by word-of-mouth referrals,

recommendations, and positive brand recognition in the marketplace. Any decrease in user satisfaction with our products or support could harm our brand, word-of-mouth referrals, and ability to grow.

Additionally, many of our users initially access our platform free of charge. We strive to demonstrate the value of our platform to our registered users, thereby encouraging them to convert to paying users through in-product prompts and notifications, and time-limited trials of paid subscription plans. As of December 31, 2023, we served over 700 million registered users but only 18.12 million paying users. The actual number of unique users is lower than we report as one person may register more than once for our platform. As a result, we have fewer unique registered users that we may be able to convert to paying users. A majority of our registered users may never convert to a paid subscription to our platform, and failure to convert users to a paid subscription will restrict our ability to grow our revenue.

We have experienced periods in which our number of paying users has declined, and our paying and registered user growth rates have declined and may continue to decline in the future as our pricing and packaging strategy and features (including data storage limits) change, our market penetration rates increase, and as a result of market conditions and increasing competition with respect to our current products. The availability of less expensive and bundled competitive products also has negatively impacted and may continue to negatively impact our user growth rate and our ability to convert registered users to paying users. The growth rate of our user base and the rate of conversion of registered users to paying users has declined in the past, and if such trends continue, our revenue may grow more slowly than expected or decline.

Furthermore, events that financially impact our registered users and other prospective paying users, such as macroeconomic factors, layoffs, inflation, increased interest rates, or catastrophic events, have in the past caused and may cause in future periods these users to delay or reduce technology spending, which impacted, and may continue to impact our ability to convert registered users or otherwise attract new paying users, restricting our ability to grow our revenue. If we are unable to increase our paying user growth rates or to offset declines in the number of new paying users with increased revenue per paying user, our revenue and operating results will be adversely affected.

Our business could be damaged, and we could be subject to liability, if there is any unauthorized access to our data or our users' content, including through privacy and data security breaches or incidents.

Unauthorized parties have in the past gained access, and may in the future gain access, to systems, networks, or facilities used in our business through various means, including gaining unauthorized access to our systems, networks, or facilities, attempting to fraudulently induce our employees, users, or others into disclosing user names, passwords, or other sensitive information. Any unauthorized or inadvertent access to, or an actual or perceived security breach of or incident impacting, our systems, or networks, or facilities, or those of third parties on which we rely, or those of any businesses or technologies we have acquired, could result in an actual or perceived loss of, or unauthorized access to or disclosure, modification, misuse, loss, corruption, unavailability, or destruction of, our data or our users' content, regulatory investigations, proceedings, and orders, claims, demands, and litigation, indemnity obligations, damages, penalties, fines, and other costs in connection with actual and alleged contractual breaches, violations of applicable laws and regulations or other actual or asserted obligations, and other liabilities. Any such incident could also materially damage our reputation and market position and harm our business, results of operations, and financial condition, including reducing our revenue, causing us to issue credits to users, negatively impacting our ability to accept and process user payment information, eroding our users' trust in our services and payment solutions, subjecting us to costly user notification or remediation, harming our ability to retain users, harming our brand, or increasing our cost of acquiring new users. We maintain errors, omissions, and cyber liability insurance policies covering certain security and privacy damages. However, we cannot be certain that our coverage will be adequate for liabilities actually incurred or that insurance will continue to be available to us on economically reasonable terms, or at all. Further, if a high-profile security breach or incident occurs with respect to another content collaboration solutions provider, our users and potential users could lose trust in the security of content collaboration solutions providers generally, which could adversely impact our ability to retain users or attract new ones. We have also incorporated AI technologies into certain products and expect to continue to incorporate additional AI technologies into our products and otherwise into our business and operations in the future. The use of AI technologies and the accelerated product development lifecycle for AI products may create additional or increase existing cybersecurity risks and may result in security or privacy incidents. Further, cybersecurity attacks may use AI technologies and increase the risk of security incidents.

The use of our platform involves the transmission, storage, and processing of user content, some of which may be considered personal, confidential, or sensitive information of users or their organizations. We also process, store and transmit our own data as part of our business and operations. This data may include personal, confidential, or sensitive information. We have previously faced and will continue to face security threats from malicious third parties that could obtain unauthorized access to our systems, infrastructure, and networks. We anticipate that these threats will continue to grow in scope and complexity over time. Although we have taken corrective actions in response to past incidents, and have developed systems and processes that are designed to protect the personal data of users and their organizations, protect our systems, prevent data loss,

and prevent other security breaches and security incidents, these security measures have not fully protected our systems in the past and cannot guarantee security in the future.

Emerging and evolving cybersecurity threats pose unique challenges and involve sophisticated threat actors. Computer malware, ransomware, cyber viruses, social engineering (phishing attacks), denial of service or other attacks, employee theft or misuse and increasingly sophisticated network attacks have become more prevalent, particularly against cloud services. In this fast-changing threat environment, we are continuously assessing our security posture, including through the use of penetration testing and red team exercises, to identify gaps, threats, and vulnerabilities and, where we believe appropriate, we actively take additional and ongoing steps that are intended to strengthen our cybersecurity capabilities and mitigate the risk of a breach or incident. If we fail to respond appropriately to any identified gaps, threats or vulnerabilities, including by providing adequate funding and prioritizing strategic initiatives, or if we fail to adequately identify the gaps, threats or vulnerabilities, we face greater risk that an unauthorized party will obtain access to, or disrupt, our systems or networks or obtain access to data or content that we or third parties on which we rely store or otherwise process. Notwithstanding our efforts, we may fail to detect the existence of security breaches or incidents, including breaches or compromises of user content, and may be unable to prevent unauthorized access to user content. Malicious third parties might use techniques that we are unable to defend against to compromise and infiltrate our systems, infrastructure, and networks. The techniques used to obtain unauthorized access to, and to disable or degrade service, or sabotage systems change frequently and are often not recognized until launched against a target. They may originate from less regulated or remote areas around the world, or from state-sponsored actors, and the risks could also be elevated in connection with wars or other armed conflicts. If our security measures are breached or compromised or we, our systems, facilities or networks, or those of third parties on which we rely otherwise are subject to a security breach or incident, or our users' content or other data is otherwise accessed, misused, modified, rendered unavailable, destroyed, or otherwise processed through unauthorized means, or if any such actions are believed to occur, our platform may be perceived as insecure, and we may lose existing users or fail to attract and retain new users. Moreover, public announcements concerning any cybersecurity-related incidents and steps we may take to respond to or remediate any such incidents could be perceived by securities analysts or investors to be negative, and such perception could, among other things, have an adverse effect on the price of our Class A common stock.

We may rely on third parties when deploying our infrastructure, and in doing so, expose it to security risks outside of our direct control. We rely on outside vendors and contractors to perform services necessary for the operation of the business, and they may fail to adequately secure our user and company content data. This risk may increase when vendors and contractors work remotely, including as part of our Virtual First model. Additionally, unapproved internal AI product usage or human error in the product development process each have the potential to result in disclosure of user or company content data.

In addition, certain developers or other partners who create applications that integrate with our platform, may receive or store information provided by us or by our users through these applications. If these third parties or developers fail to adopt or adhere to adequate data security practices, or in the event of a breach or other compromise of their networks or systems, our data or our users' data may be improperly accessed, used, or disclosed.

Third parties may attempt to compromise our employees and their privileged access into internal systems to gain access to accounts, our information, our networks, or our systems or those of third parties on which we rely. Employee error, malfeasance, errors in our systems and processes, or other errors in the storage, use, transmission, or other processing of personal information has in the past and could in the future result in an actual or perceived breach of user privacy or inadvertent disclosure of information, and such errors could adversely affect our business, brand, and reputation. For example, in the recent past an error in our use of a trusted third party to provide anti-malware and phishing services resulted in URLs embedded within content shared on Dropbox or uploaded to DocSend being made available to other paid subscribers and partners of that third party. However, only the URLs were sent - neither the document itself, nor any information within it, was shared. To address this, we asked the service provider to delete the affected URLs from its databases, and they have done so. While we are not aware of any URLs that were exploited by malicious actors, we cannot rule this out. As a standard practice, we complied with our notification obligations to applicable regulatory authorities. While we believe we have adequate systems in place to detect and prevent integration of software and services that may compromise personal information, we can provide no assurances those systems will be effective in every case.

Our rate of growth has declined in past periods. If we do not successfully execute our plan for future growth, our growth rate may continue to decline in the future.

The rate of growth of our business and revenue has declined in prior periods and may continue to decline in the future if we are unable to execute on our new product initiatives and plans for future growth. Although we believe our new product

initiatives represent an opportunity for future growth, these initiatives, including any AI-based initiatives, may not succeed, and any additional revenue they generate may be insufficient to offset declining rates of growth in other areas of our business.

Additionally, efforts to grow and expand our business, including the introduction of new features and products, places a continuous significant strain on our management, operational, and financial resources. As we introduce new products and features, including AI features, and to the extent our user base and third-party relationships expand, our information technology systems, organizational structures, and internal controls and procedures may not be adequate to support our operations. Moreover, any increasing complexity of our product offerings could harm our customer experience and negatively impact user retention or the conversion of registered users to paying users.

In addition, these challenges may be heightened in connection with our Virtual First work model, as we focus on integrating, developing, and motivating an increasingly distributed employee base in various countries around the world, as well as aligning our resources to create a more nimble and streamlined organization. Executing our plans to drive growth will also require significant expenditures and allocation of valuable management resources.

Our ability to forecast our future results of operations is subject to a number of risks and uncertainties, including our ability to effectively plan for and model future growth, and we have not always and we may not in the future receive our expected return on investments that we make in our business in the time we expect or at all. We have encountered in the past, and may encounter in the future, risks and uncertainties frequently experienced by companies in rapidly changing industries. If we fail to achieve the necessary level of efficiency in our organization, or our investments do not result in the growth we expect, our business, results of operations, and financial condition could be harmed.

Our business may be significantly impacted by a change in general economic, political, and market conditions, including any resulting effect on consumer or business spending.

Our business may be affected by general economic, political, and market conditions, including any resulting negative impact on spending by our business and consumer users. Some of our users may view a paid subscription to our platform as a discretionary purchase, and our paying users have in the past and may in the future reduce their spending on our platform during an economic downturn, especially in the event of a prolonged recessionary period. Concerns about inflation, rising interest rates, unemployment trends, geopolitical issues, including wars and other armed conflicts, global health epidemics and other highly communicable diseases, bank insolvency and related uncertainty and volatility in the financial services industry, or a widespread economic slowdown or recession (in the United States or internationally) have led to, and could continue to lead to, increased market volatility and economic uncertainty, which could cause current and prospective paying users to delay, decrease, or cancel purchases of our products and services, or delay or default on their payment obligations. In response to economic uncertainty, we have been more disciplined in our hiring and operating expenses, either of which could negatively impact our ability to grow and invest in our business. As a result, our business, results of operations, and financial condition may be significantly affected by changes in the economy generally.

We operate in competitive markets, and we must continue to compete effectively.

The market for content collaboration platforms is competitive and rapidly changing. Certain features of our platform compete in the cloud storage market with products offered by Microsoft, Amazon, Apple, Google, and Adobe and in the content collaboration market with products offered by Microsoft, Atlassian, Slack, and Google. On a more limited basis, we compete with Box in the cloud storage market for deployments by large enterprises, as well as in the e-signature market along with Adobe and DocuSign. We have also made and will continue to make significant investments in developing products in the highly-competitive marketplace for AI technology and, in light of the rapid development and significant competitive pressures, we may not be able to compete effectively or realize a return on our investments. We also compete with smaller private companies that offer point solutions in the cloud storage market or the content collaboration market. We believe the principal competitive factors in our markets include the following:

- user-centric design;
- ease of adoption and use;
- scale of user network;
- features and platform experience;

[Table of Contents](#)

- performance;
- brand;
- security and privacy;
- accessibility across several devices, operating systems, and applications;
- third-party integration;
- customer support;
- continued innovation;
- pricing;
- investments in AI; and
- macroeconomic trends.

With the introduction of new technologies and market entrants, we expect competition to intensify. Many of our actual and potential competitors have competitive advantages over us, such as greater name recognition, longer operating histories, more varied products and services, larger marketing budgets, more established marketing relationships, access to larger user bases, major distribution agreements with hardware manufacturers and resellers, and greater financial, technical, and other resources. Some of our competitors may make acquisitions or enter into strategic relationships or alliances to offer a broader range of products and services than we do. These combinations make it increasingly difficult for us to compete effectively. We expect these trends to continue as competitors continue to strengthen or maintain their market positions.

Demand for our platform is also sensitive to price, and our pricing and packaging has in the past and could in the future negatively impact our top of funnel and conversion rates. Many factors, including our marketing, user acquisition and technology costs, and our current and future competitors' pricing and marketing strategies, can significantly affect our pricing strategies. Certain of our competitors offer, or may in the future offer, lower-priced or free products or services that compete with our platform or may bundle and offer a broader range of products and services.

Similarly, certain competitors may use marketing strategies that enable them to acquire users at a lower cost than us. There can be no assurance that we will not be forced to engage in price-cutting initiatives or to increase our marketing and other expenses to attract and retain users in response to competitive pressures, either of which could materially and adversely affect our business, results of operations, and financial condition.

Failure to respond to rapid technological changes, extend our platform, or develop new features or products may harm our ability to compete effectively, which would adversely affect our business.

The content collaboration market is characterized by rapid technological change and frequent new product and service introductions. Our ability to grow our user base and increase revenue from existing users will depend heavily on our ability to enhance and improve our platform, introduce new features and products, increase our strategic partnerships with third parties, and interoperate across an increasing range of devices, operating systems, and third-party applications. Users may require features and capabilities that our current platform does not have. The need to respond to technological changes may require investments in our business that could impact short-term growth or profitability. We have made, and intend to continue making, significant investments in developing products that will incorporate AI, and while we are optimistic that such new products will drive future growth of our business, the development of such new features will incur significant costs, we expect to face increasing competition, and there is no guarantee that such new product offerings will ultimately be successful. Additionally, use of newly-developed AI technology could result in reputational harm, operational risks, or legal liability. Moreover, uncertainty in the regulatory landscape relating to AI along with new or enhanced governmental or regulatory scrutiny could negatively impact our business in the U.S. or in other jurisdictions where we operate. For example, the European Union has proposed an Artificial Intelligence Act that, if finalized, would prohibit certain AI applications and systems and impose additional requirements on the use of certain applications or systems.

In addition, while we believe trends towards remote or distributed work will prove to be significant and long lasting, and that these trends will open up increased market opportunities for us, such as our work on new AI-driven products, such trends

or opportunities may not materialize or, if they do, we may not be able to develop new features or products, or enhance our existing offerings, sufficiently to take advantage of them. We invest significantly in research and development, and our goal is to focus our spending on measures that improve quality and ease of adoption and create organic user demand for our platform. There is no assurance that our enhancements to our platform or our new product experiences, partnerships, features, or capabilities will be compelling to our users or gain market acceptance. If our research and development investments do not accurately anticipate user demand, we are unsuccessful in establishing or maintaining our strategic partnerships, or if we fail to develop our platform in a manner that satisfies user preferences in a timely and cost-effective manner, we may fail to retain our existing users or increase demand for our platform.

The introduction of new products and services by competitors or the development of entirely new technologies to replace existing offerings could make our platform obsolete or adversely affect our business, results of operations, and financial condition. We may experience difficulties with software development, design, or marketing that could delay or prevent our development, introduction, or implementation of new product experiences, features, or capabilities. We also may experience broad-based business or economic disruptions that could adversely affect the productivity of our employees and result in delays in the development or implementation process. For example, in response to the COVID-19 pandemic, we transitioned to a Virtual First work model, which may lead to disruptions and decreased productivity that could result in delays in our product development process. The risk of such disruptions and decreased productivity may persist as our workforce operates under a Virtual First model. We have in the past experienced delays in our internally planned release dates of new features and capabilities, and there can be no assurance that new product experiences, features, or capabilities will be released according to schedule. Any delays could result in adverse publicity, loss of revenue or market acceptance, or claims by users brought against us, all of which could have a material and adverse effect on our reputation, business, results of operations, and financial condition. Moreover, new features may require substantial investment, and we have no assurance that such investments will be successful. If users do not widely adopt our new product experiences, features, and capabilities, we may not be able to realize a return on our investment. If we are unable to develop, license, or acquire new features and capabilities to our platform on a timely and cost-effective basis, or if such enhancements do not achieve market acceptance, our business, results of operations, and financial condition could be adversely affected.

Our business depends upon the interoperability of our platform across devices, operating systems, and third-party applications that we do not control.

One of the most important features of our platform is its broad interoperability with a range of diverse devices, operating systems, and third-party applications. Our platform is accessible from the web and from devices running Windows, Mac OS, iOS, Android, WindowsMobile, and Linux. We also have integrations with Microsoft, Adobe, Apple, Salesforce, Atlassian, Slack, BetterCloud, Google, IBM, Cisco, VMware, Okta, Symantec, Palo Alto Networks, Zoom, and a variety of other productivity, collaboration, data management, and security vendors. We are dependent on the accessibility of our platform across these third-party operating systems and applications that we do not control. Third-party services and products are constantly evolving, and we may not be able to modify our platform and have in the past experienced delays in modifying our platform to assure its compatibility with that of other third parties following development changes. If we are unable to ensure compatibility of our platform with desired third party services, our business may be adversely impacted.

In addition, several of our competitors own, develop, operate, or distribute operating systems, app stores, third-party datacenter services, and other software, and also have material business relationships with companies that own, develop, operate, or distribute operating systems, applications markets, third-party datacenter services, and other software that our platform requires in order to operate. Some of these competitors have inherent advantages developing products and services that more tightly integrate with their software and hardware platforms or those of their business partners.

In addition, some of our competitors may be able to disrupt the operations or compatibility of our platform with their products or services, or exert strong business influence on our ability to, and terms on which we, operate and distribute our platform. For example, we currently offer products that directly compete with several large technology companies that we rely on to ensure the interoperability of our platform with their products or services. We also rely on these companies to make our mobile applications available through their app stores. As our respective products evolve, we expect this level of competition to increase. Should any of our competitors modify their products or standards in a manner that degrades the functionality of our platform or gives preferential treatment to competitive products or services, whether to enhance their competitive position or for any other reason, the interoperability of our platform with these products could decrease and our business, results of operations, and financial condition could be harmed.

Our business could be harmed by any significant disruption of service on our platform or loss of content.

Our brand, reputation, and ability to attract, retain, and serve our users are dependent upon the reliable performance of our platform, including our underlying technical infrastructure. Our users rely on our platform to store digital copies of their valuable content, including financial records, business information, documents, photos, and other important content. Our technical infrastructure may not be adequately designed with sufficient reliability and redundancy to avoid performance delays or outages that could be harmful to our business, and turnover in our personnel, may additionally impact our ability to respond to any such delays or outages. If our platform is unavailable when users attempt to access it, or if it does not load as quickly as they expect, users may not use our platform as often in the future, or at all.

The continued growth of our user base and the amount and types of information stored, synced, and shared on our platform will require an increasing amount of technical infrastructure, including network capacity and computing power, to continue to satisfy the needs of our users. The vast majority of user content is stored at our own custom-built infrastructure in co-location facilities that we directly lease and operate. As we continue to add, enhance and modify our infrastructure to meet our business needs, we may move or transfer additional content accordingly.

Further, as we continue to evolve our business to meet the needs of our users, we may overestimate or underestimate our infrastructure capacity requirements, which could adversely affect our results of operations. The costs associated with leasing and maintaining our custom-built infrastructure in co-location facilities and third-party datacenters already constitute a significant portion of our capital and operating expenses. We continuously evaluate our short- and long-term infrastructure capacity requirements to ensure adequate capacity for new and existing users while minimizing unnecessary excess capacity costs. If we overestimate the demand for our platform and therefore secure excess infrastructure capacity, our operating margins could be reduced. If we underestimate our infrastructure capacity requirements, we may not be able to service the expanding needs of new and existing users, and our hosting facilities, network, or systems may fail. Additionally, our ability to accurately perform capacity planning is dependent on the reliability of the global supply chain for hardware, network, and platform infrastructure equipment. Due to the current macro environment and related price increases and competition for a limited supply of such equipment, our global supply chain for datacenter equipment has experienced challenges, and such challenges could adversely impact our infrastructure capacity. Our datacenter equipment is primarily manufactured by third-party manufacturers, some of which utilize certain components for which there are few qualified suppliers. Prolonged disruptions at these suppliers could lead to a disruption in our ability to manufacture datacenter equipment on time to meet demand. Furthermore, our competitors use some of the same suppliers and their demand for hardware components can affect the capacity available to us resulting in inadequate datacenter capacity. Furthermore, our efforts to mitigate such disruptions and compete for such equipment may impact the timing and magnitude of our infrastructure spending, resulting in unexpected increases in shorter-term or longer-term costs than originally projected.

In addition, the datacenters that we use are vulnerable to damage or interruption from human error, intentional bad acts, security breaches and incidents, including computer malware, ransomware, cyber viruses, social engineering (phishing attacks), denial of service or other attacks, employee theft or misuse and other network attacks, earthquakes, floods, fires, war, terrorist attacks, power losses, hardware failures, systems failures, telecommunications failures, and similar events, any of which could disrupt our service, destroy user content, or prevent us from being able to continuously back up or record changes in our users' content. In the event of significant physical damage to one of these datacenters, it may take a significant period of time to achieve full resumption of our services, and our disaster recovery planning may not account for all eventualities. Damage or interruptions to these datacenters could harm our platform and business.

We generate revenue from sales of subscriptions to our platform, and declines in demand for our platform, or for content collaboration solutions in general, could negatively impact our business.

We generate, and expect to continue to generate, revenue from the sale of subscriptions to our platform. As a result, widespread acceptance and use of content collaboration solutions in general, and our platform in particular, is critical to our future growth and success. If the content collaboration market fails to grow or grows more slowly than we currently anticipate, or if there are changes in trends with regard to remote or distributed work, demand for our platform could be negatively affected.

Changes in user preferences for content collaboration may have a disproportionately greater impact on us than if we offered multiple platforms or disparate products. Demand for content collaboration solutions in general, and our platform in particular, is affected by a number of factors, many of which are beyond our control. Some of these potential factors include:

- awareness of the content collaboration category generally;

[Table of Contents](#)

- availability of products and services that compete with ours;
- the impact, scale, and duration, of trends towards or away from remote or distributed work;
- ease of adoption and use;
- features and platform experience;
- performance;
- brand;
- security and privacy;
- customer support;
- pricing
- investments in AI; and
- macroeconomic trends.

The content collaboration market is subject to rapidly changing user demand and trends in preferences. If we fail to successfully predict and address these changes and trends, meet user demands, or achieve more widespread market acceptance of our platform, our business, results of operations, and financial condition could be harmed.

We depend on our key personnel and other highly qualified personnel, and if we fail to attract, integrate, and retain our personnel, and maintain our unique corporate culture, our business could be harmed.

We depend on the continued service and performance of our key personnel. In particular, Andrew W. Houston, our Chief Executive Officer and one of our co-founders, is critical to our vision, strategic direction, culture, and offerings. From time-to-time, there have been changes in our management team resulting from the hiring or departure of our executives, and there may be additional changes in the future. While we seek to manage these transitions carefully, such changes may result in a loss of institutional knowledge and may cause disruptions to our business. If we fail to successfully integrate new key personnel into our organization or if key employees are unable to successfully transition into new roles, our business could be adversely affected.

All of our officers and key personnel are at-will employees. In addition, many of our key technologies and systems are custom-made for our business by our key personnel. The loss of key personnel, including key members of our management team, as well as certain of our key marketing, sales, product development, or technology personnel, could disrupt our operations and have an adverse effect on our ability to grow our business. In addition, while we believe our Virtual First strategy will give us the opportunity to align our resources to create a more nimble and streamlined organization, we can provide no assurance that we will be able to successfully execute on these plans, and failure to successfully manage these transitions may cause disruptions to our business. Additionally, we will need to adapt and respond to frequently changing circumstances that may impact our workforce, such as natural disasters or pandemics, or our ability to maintain an effective workforce may be impacted.

To execute our business plan, we must attract and retain highly qualified personnel. Competition for these employees is intense and we may not be successful in attracting and retaining qualified personnel. We have experienced, and we may continue to experience, difficulty in hiring and retaining highly skilled employees with appropriate qualifications. As we continue to operate in a Virtual First model, our recent hires and planned hires may not become as productive as we expect, and we may be unable to hire, integrate, or retain sufficient numbers of qualified individuals. Many of the companies with which we compete for experienced personnel have greater resources than we have. In addition, in making employment decisions, particularly in the internet and high-technology industries, job candidates often consider the value of the equity they are to receive in connection with their employment. Employees may be more likely to leave us if the shares they own or the shares underlying their equity incentive awards have significantly appreciated or significantly reduced in value. Many of our employees may receive significant proceeds from sales of our equity in the public markets, which may reduce their motivation to continue to work for us. If we fail to attract new personnel, or fail to retain and motivate our current personnel, our business, financial results, and growth prospects could be harmed.

Additionally, if we do not maintain and continue to develop our corporate culture as we grow and evolve, it could harm our ability to foster the innovation, creativity, and teamwork we believe that we need to support our growth. Additions of executive-level management, significant numbers of new and remote employees, our workforce reduction, and higher employee turnover could significantly and adversely impact our culture, as could our Virtual First model.

We have a limited history of operating with a Virtual First workforce and the long-term impact on our financial results and business operations remains uncertain.

In October 2020, we announced a Virtual First work model pursuant to which remote work has become the primary experience for all of our employees and our intention is for our workforce to continue being more distributed over time. However, we have a limited history of operating with a Virtual First workforce and, although we anticipate that our Virtual First work model will have a long-term positive impact on our financial results and business operations, the impact remains uncertain. Additionally, there is no guarantee that we will realize the anticipated benefits to our business, including cost savings, increased employee satisfaction or ability to attract and retain employees. We may also not achieve operational efficiencies, or increased productivity.

Our shift to a Virtual First work model could make it increasingly difficult to oversee our increasingly distributed workforce and manage our business, potentially resulting in harm to our company culture, increased employee attrition, and the loss of key personnel, as well as potentially negatively impacting product research and development and the growth of our business. We may also experience an increased risk of privacy and data security breaches and incidents involving our data or our users' content. Any of these factors could adversely affect our financial condition and operating results.

In addition, as we continue our shift to Virtual First, we will need less office space than we are currently contractually committed to leasing and as a result, we have recorded and may in the future record impairment charges related to the office spaces we no longer expect to need, which impacted and may in the future impact our ability to achieve or maintain GAAP profitability. Furthermore, any prolonged recessionary period and industry shifts towards remote or distributed work, declines in rent prices or increased availability of open office space, may prevent us from finding subtenants for our unused office space on favorable terms or at all. The extended decline in demand for commercial real estate in San Francisco, in particular, has impacted our subleasing strategy and resulted in us taking additional impairment charges beyond our original expectations. In the event that we are unable to sublease our space on favorable terms or at all, or if we are able to sublease space but our subtenants fail to make lease payments to us or otherwise default on their obligations to us, we may generate less sublease income than we have currently estimated, continue to incur substantial payment obligations under our leases and incur additional or higher impairment charges than we have currently estimated, any of which could materially and adversely affect our business, cash flows, results of operations, profitability, and financial condition.

Our lack of a significant outbound sales force may limit the potential growth of our business.

Historically, our business model has been driven by organic adoption and viral growth, with more than 90% of our revenue generated from self-serve channels. As a result, we do not have a significant outbound sales force, which has enabled us to be more efficient with our sales and marketing spend. Although we believe our business model can continue to scale without a large outbound sales force, our word-of-mouth and user referral marketing model may not continue to be as successful as we anticipate, and our limited experience selling directly to large organizations through our outbound sales force may impede our future growth. As we continue to scale our business, an enhanced sales infrastructure could assist in reaching larger organizations and growing our revenue. Identifying and recruiting additional qualified sales personnel and training them would require significant time, expense, and attention, and would significantly impact our business model. Further, adding more sales personnel would change our cost structure and results of operations, and we may have to reduce other expenses in order to accommodate a corresponding increase in sales and marketing expenses. If our limited outbound sales force and lack of experience selling and marketing to large organizations prevents us from reaching larger organizations and growing our revenue, and if we are unable to hire, develop, and retain talented sales personnel in the future, our business, results of operations, and financial condition could be adversely affected.

We may expand sales to large organizations, which could lengthen sales cycles and result in greater deployment challenges.

As our business evolves, we may need to invest more resources into sales to large organizations. Large organizations may undertake a significant evaluation and negotiation process, which can lengthen our sales cycle. We may also face unexpected deployment challenges with large organizations or more complicated deployment of our platform. Large organizations may demand more configuration and integration of our platform or require additional security management or control features. We may spend substantial time, effort, and money on sales efforts to large organizations without any assurance that our efforts will

produce any sales. Additionally, our ability to sell via an outbound sales force has been, and may continue to be, impeded by events, such as macroeconomic factors, tighter technology spending, layoffs at our potential customers, public health epidemics, and other catastrophic events. As a result, sales to large organizations may lead to greater unpredictability in our business, results of operations, and financial condition.

Any failure to offer high-quality customer support may harm our relationships with our users and our financial results.

We have designed our platform to be easy to adopt and use with minimal to no support necessary. Any increased user demand for customer support could increase costs and harm our results of operations. In addition, as we continue to grow our operations and support our global user base, we need to be able to continue to provide efficient customer support that meets our customers' needs globally at scale. If we are unable to provide efficient customer support globally at scale, our ability to grow our operations may be harmed and we may need to hire additional support personnel, which could harm our results of operations. Our new user signups are highly dependent on our business reputation and on positive recommendations from our existing users. Any failure to maintain high-quality customer support, or a market perception that we do not maintain high-quality customer support, could harm our reputation, business, results of operations, and financial condition.

Our business depends on a strong brand, and if we are unable to maintain and enhance our brand, our ability to expand our base of users will be impaired and our business, results of operations, and financial condition will be harmed.

We believe that our brand identity and awareness have contributed to our success and have helped fuel our efficient go-to-market strategy. We also believe that maintaining and enhancing the Dropbox brand is critical to expanding our base of users. We anticipate that, as our market becomes increasingly competitive, maintaining and enhancing our brand may become increasingly difficult and expensive. Any unfavorable publicity or consumer perception of our platform or the providers of content collaboration solutions generally could adversely affect our reputation and our ability to attract and retain users. Additionally, if we fail to promote and maintain the Dropbox brand, our business, results of operations, and financial condition will be materially and adversely affected.

We are continuing to expand our operations outside the United States, where we may be subject to increased business and economic risks that could impact our results of operations.

We have paying users across approximately 180 countries and approximately half of our revenue in the year ended December 31, 2023 was generated from paying users outside the United States. We expect to continue to expand our international operations, which may include employees working in new jurisdictions and providing our platform in additional languages. Any new markets or countries into which we attempt to sell subscriptions to our platform may not be receptive. For example, we may not be able to expand further in some markets if we are unable to satisfy certain government- and industry-specific requirements. In addition, our ability to manage our business and conduct our operations internationally requires considerable management attention and resources and is subject to the particular challenges of supporting a rapidly growing business in an environment of multiple languages, cultures, customs, legal and regulatory systems, alternative dispute systems, and commercial markets. International expansion has required, and will continue to require, investment of significant funds and other resources. Expanding and operating internationally subjects us to regulatory, economic, geographic, social, and political risks and may increase risks that we currently face, including risks associated with:

- compliance with applicable international laws, regulations, and standards including laws and regulations with respect to labor and employment, privacy, data protection, cybersecurity, consumer protection, tax, export control and sanctions, and unsolicited email, and the risk of penalties to our users and individual members of management or employees if our practices are deemed to be out of compliance;
- recruiting and retaining talented and capable employees in locations outside the United States, and maintaining our company culture across all of our locations, including in light of our Virtual First work model and an increasingly distributed workforce;
- providing our platform and operating our business across a significant distance, in different languages and among different cultures, including the potential need to modify our platform and features to ensure that they are culturally appropriate and relevant in different countries;
- management of an employee base in jurisdictions that may not give us the same employment and retention flexibility as the United States;

- operating in jurisdictions that do not protect intellectual property rights in the same manner or to the same extent as the United States;
- compliance by us and our business partners with anti-corruption laws, import and export control laws, tariffs, trade barriers, economic sanctions, and other regulatory limitations on our ability to provide our platform in certain international markets;
- foreign exchange controls that might require significant lead time in setting up operations in certain geographic territories and might prevent us from repatriating cash earned outside the United States;
- political, social, and economic instability, conflicts, and wars, and their regional and global ramifications;
- changes in diplomatic and trade relationships, including the imposition of new trade restrictions, trade protection measures, import or export requirements, trade embargoes and other trade barriers;
- double taxation of our international earnings and potentially adverse tax consequences due to changes in the income and other tax laws of the United States or the international jurisdictions in which we operate;
- higher costs of doing business internationally, including increased accounting, travel, infrastructure, and legal compliance costs; and
- the impact of natural disasters and public health epidemics on employees, travel and the global economy.

If we continue to invest substantial time and resources to expand our operations internationally and are unable to manage these risks effectively, our business, financial condition, and results of operations could be adversely affected. In addition, continued international expansion may subject our business to broader economic, political, and other international risks, including economic volatility, security risks, and geopolitical conflicts. Further, compliance with laws, regulations, and standards applicable to our global operations substantially increases our cost of doing business in international jurisdictions. We may be unable to keep current with changes in laws, regulations, or standards as they change. Although we have implemented policies and procedures designed to support compliance with these laws, regulations, and standards there can be no assurance that we will always maintain compliance or that all of our employees, contractors, partners, and agents will comply with the varying and sometimes conflicting laws, regulations and standards in all jurisdictions. Any violations could result in regulatory investigations and enforcement actions, fines, civil and criminal penalties, damages, injunctions, restrictions on our ability to conduct business, or reputational harm. If we are unable to comply with these laws and regulations or manage the complexity of our global operations successfully, our business, results of operations, and financial condition could be adversely affected.

We depend on our infrastructure and third-party datacenters, and any disruption in the operation of these facilities or failure to renew the services could adversely affect our business.

We host our services and serve all of our users using a combination of our own custom-built infrastructure that we lease and operate in co-location facilities and third-party datacenter services such as Amazon Web Services. While we typically control and have access to the servers we operate in co-location facilities and the components of our custom-built infrastructure that are located in those co-location facilities, we control neither the operation of these facilities nor our third-party service providers. Furthermore, we have no physical access or control over the services provided by Amazon Web Services.

Datacenter leases and agreements with the providers of datacenter services expire at various times. The owners of these datacenters and providers of these datacenter services may have no obligation to renew their agreements with us on commercially reasonable terms, or at all. Problems faced by datacenters, with our third-party datacenter service providers, with the telecommunications network providers with whom we or they contract, or with the systems by which our telecommunications providers allocate capacity among their users, including us, could adversely affect the experience of our users or result in unexpected increases in our costs. Our third-party datacenter operators could decide to close their facilities or cease providing services without adequate notice. In addition, any financial difficulties, such as bankruptcy, faced by our third-party datacenter operators or any of the service providers with whom we or they contract may have negative effects on our business, the nature and extent of which are difficult to predict.

If the datacenters and service providers that we use are unable to keep up with our growing needs for capacity, or if we are unable to renew our agreements with datacenters, and service providers on commercially reasonable terms, we may be required to transfer servers or content to new datacenters or engage new service providers, and we may incur significant costs, and possible service interruption in connection with doing so. Any changes in third-party service levels at datacenters or any real or

perceived errors, defects, disruptions, or other performance problems with our platform could harm our reputation and may result in damage to, or loss or compromise of, our users' content. Interruptions in our platform might, among other things, reduce our revenue, cause us to issue refunds to users, subject us to potential liability, harm our reputation, or decrease our renewal rates.

We have relationships with third parties to provide, develop, and create applications that integrate with our platform, and our business could be harmed if we are unable to continue these relationships.

We use software and services licensed and procured from third parties to develop and offer our platform. We may need to obtain additional licenses and services from third parties to use intellectual property and technology associated with the development of our platform, which might not be available to us on acceptable terms, or at all. Any loss of the right to use any software or services required for the development and maintenance of our platform could result in delays in the provision of our platform until equivalent technology is either developed by us, or, if available from others, is identified, obtained, and integrated, which could harm our platform and business. Any errors or defects in third-party software or services could result in errors or a failure of our platform, which could harm our business, results of operations, and financial condition.

We also depend on our ecosystem of developers to create applications that will integrate with our platform. As of December 31, 2023, Dropbox was receiving over 75 billion API calls per month, and just under 1,000,000 developers had registered and built applications on our platform. Our reliance on this ecosystem of developers creates certain business risks relating to the quality of the applications built using our APIs, service interruptions of our platform from these applications, lack of service support for these applications, and possession of intellectual property rights associated with these applications.

We may not have the ability to control or prevent these risks. As a result, issues relating to these applications could adversely affect our business, brand, and reputation.

Our use of open source software could negatively affect our ability to offer and sell subscriptions to our platform and subject us to possible litigation.

A portion of the technologies we use incorporates open source software, and we may incorporate open source software in the future. Open source software is generally licensed by its authors or other third parties under open source licenses. These licenses may subject us to certain unfavorable conditions, including requirements that we offer our platform that incorporates the open source software for no cost, that we make publicly available source code for modifications or derivative works we create based upon incorporating or using the open source software, or that we license such modifications or derivative works under the terms of the particular open source license. Additionally, if a third-party software provider has incorporated open source software into software that we license from such provider, we could be required to disclose any of our source code that incorporates or is a modification of our licensed software. If an author or other third party that distributes open source software that we use or license were to allege that we had not complied with the conditions of the applicable license, we could be required to incur significant legal expenses defending against those allegations and could be subject to significant damages, enjoined from offering or selling our solutions that contained the open source software, and required to comply with the foregoing conditions. Any of the foregoing could disrupt and harm our business, results of operations, and financial condition.

Our ability to sell subscriptions to our platform and retain users could be harmed by real or perceived material defects or errors in our platform.

The software technology underlying our platform is inherently complex and may contain material defects or errors, particularly when 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 software may be detected in the future by us or our users. There can be no assurance that our existing platform and new software 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 results of operations and financial condition. Moreover, the harm to our reputation and legal liability related to such defects or errors may be substantial and could harm our business, results of operations, and financial condition.

We also utilize hardware purchased or leased and software and services licensed from third parties on our platform. Any defects in, or unavailability of, our third-party software, services, or hardware that cause interruptions to the availability of our services, loss of data, or performance issues could, among other things:

- cause a reduction in revenue or delay in market acceptance of our platform;

- require us to issue refunds to our users or expose us to claims for damages;
- cause us to lose existing users and make it more difficult to attract new users;
- divert our development resources or require us to make extensive changes to our platform, which would increase our expenses;
- increase our technical support costs; and
- harm our reputation and brand.

We have acquired, and may in the future acquire, other businesses and technologies, which could require significant management attention, disrupt our business operations, cause us to incur debt or dilute stockholder value.

As part of our business strategy, we have acquired or invested in, and may in the future acquire or invest in, other companies, employee teams, or technologies to complement or expand our products, obtain personnel, or otherwise complement or grow our business. For example, in the fourth fiscal quarter of 2022, we acquired key assets from Boxcryptor, a provider of end-to-end "zero knowledge" encryption for cloud storage services, with plans to embed these capabilities natively within Dropbox to provide an additional layer of data protection for certain of our customers on paid plans. Additionally, in the fourth fiscal quarter of 2022, we acquired FormSwift, a cloud-based service that provides users the ability to create, edit, and save critical business forms and agreements.

The pursuit of acquisitions or investments may divert the attention of management and cause us to incur various expenses in identifying, investigating, and pursuing suitable acquisitions, whether or not they are consummated.

We may not be able to find suitable acquisition or investment candidates and we may not be able to complete acquisitions or investments on favorable terms, if at all, and even if we are able to identify suitable acquisition candidates, we may not be able to receive approval from the applicable competition authorities, or such target may be acquired by another company, including one of our competitors.

If we do complete acquisitions, we may not ultimately strengthen our competitive position or achieve the anticipated benefits from such acquisitions, due to a number of factors, including:

- acquisition-related costs, liabilities, or tax impacts, some of which may be unanticipated;
- difficulty utilizing or integrating the acquired intellectual property, technology infrastructure, and operations;
- difficulty integrating and retaining key employees of acquired businesses and related challenges motivating and retaining our key employees after such acquisition;
- ineffective or inadequate, controls, procedures, or policies at an acquired business;
- inability to effectively offer, price, and support multiple product lines or services offerings of acquired businesses;
- potential unknown liabilities or risks associated with an acquired business, including those arising from existing contractual obligations, security vulnerabilities, cybersecurity incidents, or litigation matters;
- inability to maintain relationships with key customers, suppliers, and partners of an acquired business;
- failure to accurately forecast the financial impact of an acquisition transaction, including accounting charges;
- challenges integrating accounting, finance and forecasting practices of acquired business within our business;
- lack of experience in new markets, products or technologies;
- inability to effectively integrate brand identity of acquired businesses within those of our business;

- diversion of management's attention from other business concerns; and
- use of resources that are needed in other parts of our business.

We may have to pay a substantial portion of our available cash, incur debt, or issue equity securities to pay for any such acquisitions, each of which could affect our financial condition or the value of our capital stock. The sale of equity to finance any such acquisitions could result in dilution to our stockholders. If we incur more debt, it would result in increased fixed obligations and could also subject us to covenants or other restrictions that would impede our ability to flexibly operate our business.

In addition, we may not be able to integrate acquired businesses successfully or effectively manage the combined company following an acquisition. If we fail to successfully integrate acquisitions, or the people or technologies associated with those acquisitions, the results of operations of the combined company could be adversely affected. Any integration process will require significant time, resources, and attention from management, and disrupt the ordinary functioning of our business, and we may not be able to manage the process successfully, which could adversely affect our business, results of operations, and financial condition.

A significant portion of the purchase price of companies we acquire may be allocated to acquired goodwill. We review goodwill for impairment at least annually. If our acquisitions do not yield expected returns, we may be required to record impairment charges based this assessment, which could adversely affect our results of operations.

Any acquisition we complete could be viewed negatively by users, developers, partners, or investors, and could have adverse effects on our existing business relationships, financial condition, or the value of our capital stock.

If we fail to address the foregoing risks or other problems encountered in connection with past or future acquisitions of businesses, new technologies, services and other assets, strategic investments or other transactions, or if we fail to successfully integrate such acquisitions or investments, or if we are unable to successfully complete other transactions or such transactions do not meet our strategic objectives, our business, results of operations and financial condition could be adversely affected.

Our current and future indebtedness may limit our operating flexibility or otherwise affect our business.

Our current indebtedness, including our 2026 Notes, 2028 Notes and our revolving credit facility, place significant restrictions on our business and could have important consequences to our stockholders and effects on our business, as could any future indebtedness.

For example, the terms of our revolving credit and guarantee agreement, as amended, contain a number of covenants that limit our ability and our subsidiaries' ability to, among other things, incur additional indebtedness, pay dividends, make redemptions and repurchases of stock, make investments, loans and acquisitions, create liens, engage in transactions with affiliates, merge or consolidate with other companies, or sell substantially all of our assets. We are also required to maintain certain financial covenants, including a consolidated leverage ratio incurrence covenant and a minimum liquidity balance.

In addition, such current and future indebtedness could:

- make it more difficult for us to satisfy our debt obligations, including the 2026 Notes and the 2028 Notes;
- increase our vulnerability to general adverse economic and industry conditions;
- require us to dedicate a substantial portion of our cash flow from operations to payments on our indebtedness, thereby reducing the availability of our cash flow to fund working capital and other general corporate purposes;
- limit our flexibility in planning for, or reacting to, changes in our business and the industry in which we operate;
- restrict our current and future operations, make it more difficult to successfully execute our business strategy, or restrict us from exploiting business opportunities;
- place us at a competitive disadvantage compared to our competitors that have less indebtedness or are not subject to restrictive covenants;
- restrict or otherwise impact the pace and timing of repurchases under our stock repurchase program; and

- limit our availability to borrow additional funds for working capital, capital expenditures, acquisitions, debt service requirements, execution of our business strategy, or other general purposes.

Any of the foregoing could have a material adverse effect on our business, cash flows, results of operations, and financial condition.

Our operations may be interrupted and our business, results of operations, and financial condition could be adversely affected if we default on our leasing or credit obligations.

We finance a significant portion of our expenditures through leasing arrangements, and we may enter into additional similar arrangements in the future. As of December 31, 2023, we had an aggregate of \$1,173.6 million of commitments to settle contractual obligations. In particular, we utilize both finance and operating leases to finance some of our equipment, datacenters and offices. In addition, we may draw upon our revolving credit facility to finance our operations or for other corporate purposes. If we default on these leasing or credit obligations, our leasing partners and lenders may, among other things:

- require repayment of any outstanding lease obligations;
- terminate our leasing arrangements;
- terminate our access to the leased datacenters we utilize;
- stop delivery of ordered equipment;
- sell or require us to return our leased equipment;
- require repayment of any outstanding amounts drawn on our revolving credit facility;
- terminate our revolving credit facility; or
- require us to pay significant fees, penalties, or damages.

If some or all of these events were to occur, our operations may be interrupted and our ability to fund our operations or obligations, as well as our business, results of operations, and financial condition, could be adversely affected. In particular, if the debt under our revolving credit facility were to be accelerated, we may not have sufficient cash or be able to borrow sufficient funds to refinance the debt or sell sufficient assets to repay the debt, which could immediately materially and adversely affect our business, cash flows, results of operations, and financial condition. Even if we were able to obtain new financing, it may not be on commercially reasonable terms or on terms that are acceptable to us.

Risks Related to Our Financial Performance or Results

Our revenue growth rate has declined in recent periods and may continue to slow in the future.

Our rates of revenue growth have slowed and may continue to slow in future periods. Many factors may contribute to declines in our growth rates, including higher market penetration, increased competition, particularly from the availability of less expensive and bundled competitive products, slowing demand for our platform and declines in our rate of growth in paying users, a decrease in the growth of the overall content collaboration market, resource allocation across our business, including investments in new technologies or products that may not drive growth in the short term, a failure by us to continue capitalizing on growth opportunities, the impact of changing economic conditions, including as a result of catastrophic events, on our current and prospective paying users, fluctuations in foreign currency exchange rates, and the maturation of our business, among others. You should not rely on the revenue growth of any prior quarterly or annual period as an indication of our future performance. If our growth rates decline further, investors' perceptions of our business and the trading price of our Class A common stock could be adversely affected.

We have a history of net losses, we may increase expenses in the future, and we may not be able to achieve or maintain profitability.

Although we had been profitable on a GAAP basis in prior fiscal quarters, 2021 was our first profitable full fiscal year and we incurred net losses on an annual basis from our inception to that time. We may, however, not achieve or maintain

profitability in future periods, or, if we are profitable, we may not fully achieve our profitability targets. As we strive to grow our business, expenses may increase, particularly as we continue to make investments to scale our business, reposition our products or respond to new technologies including significant investments in AI technologies and product development. For example, we will need an increasing amount of technical infrastructure to continue to satisfy the needs of our user base. Our research and development expenses may also increase as we plan to continue to hire employees for our engineering, product, and design teams to support these efforts. These investments may not result in increased revenue or growth in our business or our revenue may not grow to the extent we expect and expense growth may outpace revenue. Further, we have created mobile applications and mobile versions of Dropbox that are distributed to users primarily through app stores operated by Apple and Google, each of whom charge us in-application purchase fees. As a result, if more of our users subscribe to our products through mobile applications, these fees may have an adverse impact on our results of operations. In addition, although we anticipate that our shift to a Virtual First work model will have a long-term positive impact on our financial results and business operations, the impact remains uncertain. We have incurred impairment charges related to our facilities and may incur additional or unanticipated expense related to subleasing our facilities, including lower than anticipated sublease income that may result in additional or higher impairment charges than we have currently estimated, particularly if we are unable to sublease our unused office space on favorable terms or at all or if our subtenants fail to make lease payments to us in connection with our shift to a Virtual First model. We may also encounter unforeseen or unpredictable factors, including fluctuations in foreign currency exchange rates, unforeseen operating expenses, complications, or delays, which may result in increased costs, or cause us to generate less sublease income than we have currently estimated. Furthermore, it is difficult to predict the size and growth rate of our market, user demand for our platform or for any new features or products we develop, user adoption and renewal of our platform or of any new features or products we develop, the entry of competitive products and services, or the success of existing competitive products and services. As a result, we may not achieve or maintain profitability in future periods, or we may not otherwise achieve our goals related to profitability. If we fail to grow our revenue sufficiently to keep pace with our investments and other expenses, our results of operations and financial condition would be adversely affected.

Servicing our 2026 Notes and 2028 Notes may require a significant amount of cash, and we may not have sufficient cash flow or the ability to raise the funds necessary to satisfy our obligations under the 2026 Notes or 2028 Notes.

Our ability to make scheduled payments of the principal of, to pay interest on or to refinance our indebtedness, including the 2026 Notes and 2028 Notes, or to make cash payments in connection with any conversion of the 2026 Notes, 2028 Notes or upon any fundamental change if holders of the applicable series of Notes require us to repurchase their Notes for cash, depends on our future performance, which is subject to economic, financial, competitive and other factors beyond our control. Our business may not generate cash flow from operations in the future sufficient to service our indebtedness and make necessary capital expenditures. If we are unable to generate such cash flow, we may be required to adopt one or more alternatives, such as selling assets, restructuring indebtedness or obtaining additional equity capital on terms that may be onerous or highly dilutive. Our ability to refinance our indebtedness will depend on the capital markets and our financial condition at such time. We may not be able to engage in any of these activities or engage in these activities on desirable terms, which could result in a default on our debt obligations, which would materially and adversely impact our business, financial condition and operating results.

Our quarterly results may fluctuate significantly and may not fully reflect the underlying performance of our business.

Our quarterly results of operations, including our revenue, gross margin, operating margin, profitability, cash flow from operations, and deferred revenue, may vary significantly in the future and period-to-period comparisons of our results of operations may not be meaningful. Accordingly, the results of any one quarter should not be relied upon as an indication of future performance. For example, while we have been profitable on a GAAP basis in prior fiscal quarters, our quarterly operating results have fluctuated in the past and will fluctuate in the future. Our quarterly results of operations may fluctuate as a result of a variety of factors, many of which are outside of our control, and as a result, may not fully reflect the underlying performance of our business. Factors that may cause fluctuations in our quarterly results of operations include, without limitation, those listed below:

- our ability to retain and upgrade paying users;
- our ability to attract new paying users and convert registered to paying users;
- the timing of expenses and recognition of revenue;
- the amount and timing of operating expenses related to the maintenance and expansion of our business, operations, and infrastructure, as well as entry into or exit of operating and finance leases;

- the timing of expenses related to acquisitions;
- any large indemnification payments to our users or other third parties;
- changes in our pricing policies or those of our competitors;
- the timing and success of new product feature and service introductions by us or our competitors;
- network outages or actual or perceived security breaches;
- changes in the competitive dynamics of our industry, including consolidation among competitors;
- changes in laws and regulations that impact our business;
- general economic and market conditions;
- fluctuations in foreign currency exchange rates;
- catastrophic events, including earthquakes, fires, floods, tsunamis, or other weather events, power loss, telecommunications failures, software or hardware malfunctions, cyber-attack, war, or terrorist attacks, and pandemics;
- changes in reserves or other non-cash credits or charges, such as the impairment charges as a result of changes in the corporate real estate market which impacted our subleasing strategy in conjunction with our Virtual First model, and releases of deferred tax asset valuation allowances; and
- any other impacts of shifting our operations to a Virtual First work model.

Fluctuation in quarterly results may negatively impact the value of our securities.

Our results of operations may not immediately reflect downturns or upturns in sales because we recognize revenue from our users over the term of their subscriptions with us.

We recognize revenue from subscriptions to our platform over the terms of these subscriptions. Our subscription arrangements generally have monthly or annual contractual terms, and we also have a small percentage of multi-year contractual terms. Amounts that have been billed are initially recorded as deferred revenue until the revenue is recognized. As a result, a large portion of our revenue for each quarter reflects deferred revenue from subscriptions entered into during previous quarters, and downturns or upturns in subscription sales, or renewals and potential changes in our pricing policies may not be reflected in our results of operations until later periods. Our subscription model also makes it difficult for us to rapidly increase our revenue through additional sales in any period, as subscription revenue from new users is recognized over the applicable subscription term. By contrast, a significant majority of our costs are expensed as incurred, which occurs as soon as a user starts using our platform. As a result, an increase in users could result in our recognition of more costs than revenue in the earlier portion of the subscription term. We may not attain sufficient revenue to maintain positive cash flow from operations or achieve profitability in any given period.

Our results of operations, which are reported in U.S. dollars, could be adversely affected if currency exchange rates fluctuate substantially in the future.

We conduct our business across approximately 180 countries around the world. As we continue to expand our international operations, we will become more exposed to the effects of fluctuations in currency exchange rates. This exposure is the result of selling in multiple currencies and operating in foreign countries where the functional currency is the local currency. In 2023, 27% of our sales were denominated in currencies other than U.S. dollars. Our expenses, by contrast, are primarily denominated in U.S. dollars. As a result, any increase in the value of the U.S. dollar against these foreign currencies has in the past and could in the future cause our revenue to decline relative to our costs, thereby decreasing our margins. Our results of operations are primarily subject to fluctuations in the Euro and British pound sterling. Because we conduct business in currencies other than U.S. dollars, but report our results of operations in U.S. dollars, we also face translation 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. We do not currently maintain a program to hedge exposures to non-U.S. dollar currencies.

We are subject to counterparty risk with respect to the convertible note hedge transactions.

In connection with the pricing of the 2026 Notes and 2028 Notes, we entered into convertible note hedge transactions with certain financial institutions or affiliates of financial institutions, which we refer to as the “option counterparties,” and we will be subject to the risk that one or more of such option counterparties may default under the convertible note hedge transactions. Our exposure to the credit risk of the option counterparties will not be secured by any collateral. If any 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 convertible note hedge transaction. Our exposure will depend on many factors but, generally, the increase in our exposure will be correlated to the increase in the market price of our Class A common stock and in the volatility of the market price of our Class A common stock. In addition, upon a default by the option counterparty, we may suffer adverse tax consequences and dilution with respect to our Class A common stock. We can provide no assurance as to the financial stability or viability of any option counterparty.

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

As of December 31, 2023, we had federal, state, and foreign net operating loss carryforwards and federal and state research credit carryforwards available to reduce our future taxable income and/or tax liabilities. It is possible that we will not generate sufficient taxable income in time to use all of these net operating loss carryforwards and/or research credit carryforwards before their expiration. Under Sections 382 and 383 of the Internal Revenue Code of 1986, as amended, or the Code, if a corporation undergoes an “ownership change,” the corporation’s ability to use its pre-change net operating loss carryforwards and other pre-change attributes, such as research tax credits, to offset its post-change income may be limited. In general, an “ownership change” will occur if there is a cumulative change in our ownership by “5-percent stockholders” that exceeds 50 percentage points over a rolling three-year period. Similar rules and other limitations may apply under state tax laws. We have determined that we have experienced multiple ownership changes and, as a result, the annual utilization of our net operating loss carryforwards and other pre-change attributes will be subject to limitation. However, we do not expect that the annual limitations will significantly impact our ability to utilize our net operating loss or tax credit carryforwards prior to expiration.

Our operating results may be harmed if we are required to collect sales or other related taxes for our subscription services in jurisdictions where we have not historically done so.

We collect sales and value-added tax as part of our subscription agreements in a number of jurisdictions. One or more states or countries may seek to impose incremental or new sales, use, or other tax collection obligations on us, including for past sales by us or our resellers and other partners. A successful assertion by a state, country, or other jurisdiction that we should have been or should be collecting additional sales, use, or other taxes on our services could, among other things, result in substantial tax liabilities for past sales, create significant administrative burdens for us, discourage users from purchasing subscriptions to our platform, or otherwise harm our business, results of operations, and financial condition.

Our results of operations and financial condition could be materially affected by the enactment of legislation implementing changes in the U.S. or foreign taxation of international business activities or the adoption of other tax reform policies.

Due to the increasing focus by government taxing authorities on multinational companies, the tax laws of certain countries in which we do business could change on a prospective or retroactive basis or there could be changes in taxing jurisdictions’ administrative interpretations, decisions, policies, and positions with respect to current law. Any such changes could increase our liabilities for taxes, interest and penalties, lead to higher effective tax rates, and harm our cash flows, results of operations and financial condition.

For example, the Organization for Economic Cooperation and Development (“OECD”) and many countries have proposed to reallocate some portion of profits of large multinational companies with global revenues exceeding EUR20 billion to markets where sales arise (“Pillar One”), as well as enact a global minimum tax rate of at least 15% for multinationals with global revenue exceeding EUR750 million (“Pillar Two”), and many countries are considering or intend to adopt these proposals. In December 2022, the Council of the European Union (“EU”) formally adopted the EU Minimum Tax Directive, which would require member states to adopt Pillar Two into their domestic law. The directive requires the rules to initially become effective for fiscal years starting on or after December 31, 2023. Ireland and certain other jurisdictions, in which we operate have enacted legislation to implement Pillar Two. Other countries are actively considering changes to their tax laws to adopt certain parts of the OECD’s proposals. The enactment of Pillar Two legislation is not expected to have a material adverse effect on the Company’s effective tax rate, financial position, results of operations, and cash flows.

Other changes to U.S. or non-U.S. tax laws could have an adverse impact on our business, results of operations, financial condition and cash flows.

We have publicly disclosed market opportunity estimates, growth forecasts, and key metrics, including the key metrics included in this Annual Report on Form 10-K, as well as in our other public statements, which could prove to be inaccurate, and any real or perceived inaccuracies may harm our reputation and negatively affect our business.

Market opportunity estimates and growth forecasts are subject to significant uncertainty and are based on assumptions and estimates that may not prove to be accurate. The estimates and forecasts we disclose relating to the size and expected growth of our target market may prove to be inaccurate. Even if the markets in which we compete meet the size estimates and growth we have forecasted, our business could fail to grow at similar rates, if at all. We also rely on assumptions and estimates to calculate certain of our key metrics, such as annual recurring revenue, paying users, average revenue per paying user and free cash flow. We regularly review and may adjust our processes for calculating our key metrics to improve their accuracy. Our key metrics may differ from estimates published by third parties or from similarly titled metrics of our competitors due to differences in methodology. If investors or analysts do not perceive our metrics to be accurate representations of our business, or if we discover material inaccuracies in our metrics, our reputation, business, results of operations, and financial condition would be harmed.

Risks Related to Legal and Regulatory Compliance

We are subject to a variety of U.S. and international laws that could subject us to claims, increase the cost of operations, or otherwise harm our business due to changes in the laws, changes in the interpretations of the laws, greater enforcement of the laws, or investigations into compliance with the laws.

We are subject to compliance with various laws, including those covering copyright, indecent content, child protection, consumer protection, and similar matters. There have been instances where improper or illegal content has been stored on our platform without our knowledge. As a service provider, we do not regularly monitor our platform to evaluate the legality of content stored on it. While to date we have not been subject to material legal or administrative actions as result of this content, the laws in this area are currently in a state of flux and vary widely between jurisdictions. Accordingly, it may be possible that in the future we and our competitors may be subject to legal actions, along with the users who uploaded such content. In addition, regardless of any legal liability we may face, our reputation could be harmed should there be an incident generating extensive negative publicity about the content stored on our platform. Such publicity could harm our business and results of operations.

We are also subject to consumer protection laws that may impact our sales and marketing efforts, including laws related to subscriptions, billing, and auto-renewal. These laws, as well as any changes in these laws, could adversely affect our self-serve model and make it more difficult for us to retain and upgrade paying users and attract new ones. Additionally, we have in the past, are currently, and may from time-to-time in the future become the subject of inquiries and other actions by regulatory authorities as a result of our business practices, including our policies and practices around subscriptions, billing, auto-renewal, intermediary liability, privacy, and data protection. Consumer protection laws may be interpreted or applied by regulatory authorities in a manner that could require us to make changes to our operations or incur fines, penalties or settlement expenses, which may result in harm to our business, results of operations, and brand.

Our platform depends on the ability of our users to access the internet and our platform has been blocked or restricted in some countries for various reasons. For example, our platform is blocked in the People's Republic of China. If we fail to anticipate developments in the law, or fail for any reason to comply with relevant law, our platform could be further blocked or restricted and we could be exposed to significant liability that could harm our business.

We are also subject to various U.S. and international anti-corruption laws, such as the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and Irish Criminal Justice (Corruption Offences) Act 2018, as well as other similar anti-bribery and anti-kickback laws and regulations. These laws and regulations generally prohibit companies and their employees and intermediaries from authorizing, offering, or providing improper payments or benefits to officials and other recipients for improper purposes. Although we take precautions to prevent violations of these laws, our exposure for violating these laws increases as we continue to expand our international presence and any failure to comply with such laws could harm our reputation and our business.

We are subject to export and import control laws and regulations that could impair our ability to compete in international markets or subject us to liability if we violate such laws and regulations.

We are subject to U.S. export controls and sanctions regulations that prohibit the shipment or provision of certain products and services to certain countries, governments, and persons targeted by U.S. sanctions. While we take precautions to prevent our products and services from being exported in violation of these laws, including implementing IP address blocking, we may have experienced violations in the past and we cannot guarantee that the precautions we take will prevent future violations of export control and sanctions laws. For example, in 2017, we discovered that our platform had been accessed by certain users in apparent violation of United States sanctions regulations. We filed an Initial Voluntary Self Disclosure in October 2017 with the Office of Foreign Assets Control, or OFAC, and a Final Voluntary Self Disclosure with OFAC in February 2018. In October 2018, OFAC notified us that it had completed its review of these matters and closed its review with the issuance of a Cautionary Letter. No monetary penalties were assessed with respect to the 2018 filing. If in the future we are found to be in violation of U.S. sanctions or export control laws, it could result in substantial fines and penalties for us and for the individuals working for us, particularly in light of warning letters we previously received from OFAC.

In addition, various countries regulate the import and export of certain encryption and other technology, including import and export permitting and licensing requirements, and have enacted laws that could limit our ability to distribute our products or could limit our users' ability to access our platform in those countries. Changes in our platform or client-side software, or future changes in export and import regulations may prevent our users with international operations from deploying our platform globally or, in some cases, prevent the export or import of our platform to certain countries, governments, or persons altogether. Any change in export or import regulations, economic sanctions or related legislation, or change in the countries, governments, persons or technologies targeted by such regulations, could result in decreased use of our platform by, or in our decreased ability to export or sell subscriptions to our platform to, existing or potential users with international operations. Any decreased use of our platform or limitation on our ability to export or sell our products would likely adversely affect our business, results of operations, and financial results.

Our actual or perceived failure to comply with privacy, data protection, and information security laws, regulations, and obligations could harm our business.

We receive, store, process, and use personal information and other user content. Numerous federal, state, local, and international laws and regulations address privacy, data protection, information security, and the storing, sharing, use, processing, transfer, disclosure, and protection of personal information and other content, the scope of which are changing, subject to differing interpretations, and may be inconsistent among jurisdictions, or conflict with other rules. We also post privacy policies and are subject to contractual obligations to third parties related to privacy, data protection, and information security. We strive to comply with applicable laws, regulations, policies, and other legal obligations relating to privacy, data protection, and information security to the extent possible. However, the regulatory framework for privacy and data protection worldwide is, and is likely to remain, uncertain for the foreseeable future, and it is possible that these or other actual or alleged obligations may be interpreted and applied in a manner that is inconsistent from one jurisdiction to another and may conflict with other rules or our practices.

We also expect that there will continue to be new laws, regulations, and industry standards concerning privacy, data protection, AI, and information security proposed and enacted in various jurisdictions.

On July 10, 2023, the European Commission adopted an adequacy decision relating to the transfer of personal data from the European Economic Area ("EEA") to the U.S. that takes place under the EU-U.S. Data Privacy Framework ("DPF"). The DPF is the successor to the EU-U.S. Privacy Shield ("Privacy Shield") and allows participating entities to transfer personal data to the U.S. As we continued to participate in Privacy Shield, we transitioned automatically to the DPF. The DPF also applies to transfers from the UK to the U.S. as of October 12, 2023 and in due course will also apply to transfers from Switzerland to the U.S. Switzerland must also adopt its own adequacy decision, which is expected to happen shortly.

While we rely on legal mechanisms to transfer data from the EEA, the United Kingdom, and Switzerland to the United States, there is some regulatory uncertainty surrounding the future of data transfers from these locations to the United States, and we are closely monitoring regulatory developments in this area. On July 16, 2020, the Court of Justice of the European Union ("CJEU") imposed additional obligations on companies relying on standard contractual clauses approved by the European Commission ("SCCs") to transfer personal data. A recent decision by the Irish Data Protection Commission ("IDPC") found the additional measures employed by Meta Platforms, Inc. ("Meta") in response to the CJEU decision to be inadequate, resulting in an order for Meta to suspend transfers of EU data to the US. This decision was limited to Meta, but similar decisions against other providers are possible. The CJEU and IDPC decisions may result in data protection regulators applying differing standards for, and requiring additional measures in connection with, transfers of personal data from the EEA and

Switzerland to the United States. The European Commission issued revised SCCs in June 2021 that are required to be implemented. The revised SCCs and other developments relating to cross-border data transfer may require us to implement additional contractual and technical safeguards for any personal data transferred out of the EEA and Switzerland, which may increase our costs, lead to increased regulatory scrutiny or liability, necessitate additional contractual negotiations, and adversely impact our business, results of operations, and financial results.

Additionally, several states in the U.S. have enacted new data privacy laws. For example, the California Consumer Privacy Act of 2018 ("CCPA"), which affords consumers expanded privacy protections, went into effect on January 1, 2020. The California Privacy Rights Act ("CPRA"), effective as of January 1, 2023, significantly modified the CCPA, resulting in uncertainty and requiring us to incur additional costs and expenses. The enactment of the CCPA has prompted similar legislative developments in other states. For example, Virginia, Colorado, Utah, and Connecticut have each passed laws similar to the CCPA and CPRA that have taken effect in 2023; Florida, Montana, Oregon, and Texas have enacted similar laws that go into effect in 2024; Tennessee, Delaware, and Iowa have enacted similar laws that go into effect in 2025, and Indiana has enacted a similar law, that will go into effect in 2026. Similar laws are being considered by other state legislatures. These developments create the potential for a patchwork of overlapping but different state laws. The effects of the CCPA and these other laws remain far-reaching, and depending on final regulatory guidance and other related developments, may require us to modify our data processing practices and policies and to incur substantial costs and expenses in an effort to comply. Similarly, a number of legislative initiatives in the EEA and the United States, at both the federal and state level, as well as other jurisdictions have been proposed or enacted, and could impose new obligations in areas affecting our business. For example, on November 17, 2022, the Digital Services Act ("DSA") entered into force in the EU and includes new obligations to limit the spread of illegal content and illegal products online, increase the protection of minors, and provide users with more choice and transparency and allows for fines of up to 6% of annual turnover. The impacts of the DSA on the overall industry, business models and our operations are uncertain, and these regulations could result in changes to our subscriptions or introduce new operational requirements and administrative costs, each of which could have an adverse effect on our business, results of operations, and financial condition.

In addition, some countries are considering or have passed legislation implementing data protection requirements or requiring local storage and processing of data, or similar requirements, that could increase the cost and complexity of delivering our services.

With laws and regulations such as the GDPR in the EU and the CCPA in the U.S. imposing new and relatively burdensome obligations, and with substantial uncertainty over the interpretation and application of these and other laws and regulations, we may face challenges in addressing their requirements and making necessary changes to our policies and practices, and may incur significant costs and expenses in an effort to do so. Any failure or perceived failure by us to comply with our privacy policies, our privacy-related obligations to users or other third parties, or any of our other legal obligations relating to privacy, data protection, or information security may result in governmental investigations, enforcement actions or other proceedings, litigation, claims, or public statements against us by consumer advocacy groups or others, and could result in significant liability or cause our users to lose trust in us, which could have an adverse effect on our reputation and business.

Furthermore, the costs of compliance with, and other burdens imposed by, the laws, regulations, and policies that are applicable to the businesses of our users may limit the adoption and use of, and reduce the overall demand for, our services. In addition to government regulation, self-regulatory standards and industry-specific regulations, other industry standards or requirements may legally or contractually apply to us or be argued to apply to us, or we may elect to comply with, or to facilitate our customers' compliance with, such regulations, standards, requirements, or other actual or asserted obligations. If we are unable or are perceived to be unable to comply with any of these regulations, standards, requirements, or other actual or asserted obligations, if we are unable to maintain certifications or standards relevant to our customers, or if our customers are unable to obtain regulatory approval to use our services where required, our business may be harmed. In addition, an inability to satisfy the standards of certain government agencies that our customers may expect may have an adverse impact on our business and results.

Additionally, if third parties we work with, such as vendors or developers, violate applicable laws or regulations or our policies, such violations may also put our users' content at risk and could in turn have an adverse effect on our business. Any significant change to applicable laws, regulations, or industry practices regarding the collection, use, retention, security, or disclosure of our users' content, or regarding the manner in which the express or implied consent of users for the collection, use, retention, or disclosure of such content is obtained, could increase our costs and require us to modify our services and features, possibly in a material manner, which we may be unable to complete, and may limit our ability to store and process user data or develop new services and features.

Our business could be adversely impacted by changes in internet access for our users or laws specifically governing the internet.

Our platform depends on the quality of our users' access to the internet. Certain features of our platform require significant bandwidth and fidelity to work effectively. Internet access is frequently provided by companies that have significant market power that could take actions that degrade, disrupt or increase the cost of user access to our platform, which would negatively impact our business. We could incur greater operating expenses and our user acquisition and retention could be negatively impacted if network operators:

- implement usage-based pricing;
- discount pricing for competitive products;
- otherwise materially change their pricing rates or schemes;
- charge us to deliver our traffic at certain levels or at all;
- throttle traffic based on its source or type;
- implement bandwidth caps or other usage restrictions; or
- otherwise try to monetize or control access to their networks.

On June 11, 2018, the repeal of the Federal Communications Commission's, or FCC, "net neutrality" rules took effect and returned to a "light-touch" regulatory framework. The prior rules were designed to ensure that all online content is treated the same by internet service providers and other companies that provide broadband services. Additionally, California and a number of other states are considering or have enacted legislation or executive actions that would regulate the conduct of broadband providers. We cannot predict whether the FCC order or state initiatives will be modified, overturned, or vacated by legal action of the court, federal legislation, or the FCC. With the repeal of net neutrality rules in effect, we could incur greater operating expenses, which could harm our results of operations. As the internet continues to experience growth in the number of users, frequency of use, and amount of data transmitted, the internet infrastructure that we and our users rely on may be unable to support the demands placed upon it. The failure of the internet infrastructure that we or our users rely on, even for a short period of time, could undermine our operations and harm our results of operations.

In addition, there are various laws and regulations that could impede the growth of the internet or other online services, and new laws and regulations may be adopted in the future. These laws and regulations could, in addition to limiting internet neutrality, involve taxation, tariffs, privacy, data protection, content, copyrights, distribution, electronic contracts and other communications, consumer protection, and the characteristics and quality of services, any of which could decrease the demand for, or the usage of, our platform. Legislators and regulators may make legal and regulatory changes, or interpret and apply existing laws, in ways that require us to incur substantial costs, expose us to unanticipated civil or criminal liability, or cause us to change our business practices. These changes or increased costs could materially harm our business, results of operations, and financial condition.

We are currently, and may be in the future, party to intellectual property rights claims and other litigation matters and, if resolved adversely, they could have a significant impact on our business, results of operations, or financial condition.

We own a large number of patents, copyrights, trademarks, domain names, and trade secrets and, from time-to-time, are subject to litigation based on allegations of infringement, misappropriation or other violations of intellectual property, or other rights. As we face increasing competition and gain an increasingly high profile, the possibility of intellectual property rights claims, commercial claims, and other assertions against us grows. We have in the past been, are currently, and may from time-to-time in the future become, a party to litigation and disputes related to our intellectual property, our business practices, transactions involving our securities and our platform. For example, as discussed in the section titled "Legal Proceedings," we have recently been involved in legal proceedings against Motion Offense, which alleged that Dropbox infringes certain of its patents. A jury trial was conducted in May 2023. The jury found in favor of Dropbox on all counts including non-infringement and invalidity of the patents and awarded no damages to Motion Offense. We are currently awaiting entry of judgment by the district court. The final judgment may be appealed to the Federal Circuit. It is not possible presently to either (i) determine the final outcome of this matter or (ii) estimate any maximum possible exposure or range of loss. The costs of supporting litigation and dispute resolution proceedings are considerable, and there can be no assurances that a favorable outcome will be obtained. Our business, results of operations, and financial condition could be materially and adversely affected by such costs and any

unfavorable outcomes in current or future litigation. We may need to settle litigation and disputes on terms that are unfavorable to us, or we may be subject to an unfavorable judgment that may not be reversible upon appeal. The terms of any settlement or judgment may require us to cease some or all of our operations or pay substantial amounts to the other party. With respect to any intellectual property rights claim, we may have to seek a license to continue practices found to be in violation of third-party rights, which may not be available on reasonable terms and may significantly increase our operating expenses. A license to continue such practices may not be available to us at all, and we may be required to develop alternative non-infringing technology or practices or discontinue the practices. The development of alternative, non-infringing technology or practices could require significant effort and expense.

Our failure to protect our intellectual property rights and proprietary information could diminish our brand and other intangible assets.

We rely and expect to continue to rely on a combination of patents, patent licenses, trade secrets, domain name protections, trademarks, and copyright laws, as well as confidentiality and license agreements with our employees, consultants, and third parties, to protect our intellectual property and proprietary rights. In the United States and abroad, we have over 1,750 issued patents and more than 250 pending patent applications. However, third parties may knowingly or unknowingly infringe our proprietary rights, third parties may challenge our proprietary rights, pending and future patent, trademark, and copyright applications may not be approved, and we may not be able to prevent infringement without incurring substantial expense. We have also devoted substantial resources to the development of our proprietary technologies and related processes. In order to protect our proprietary technologies and processes, we rely in part on trade secret laws and confidentiality agreements with our employees, consultants, and third parties. These agreements may not effectively prevent disclosure of confidential information and may not provide an adequate remedy in the event of unauthorized disclosure of confidential information. In addition, others may independently discover our trade secrets, in which case we would not be able to assert trade secret rights, or develop similar technologies and processes. Further, laws in certain jurisdictions may afford little or no trade secret protection, and any changes in, or unexpected interpretations of, the intellectual property laws in any country in which we operate may compromise our ability to enforce our intellectual property rights. Costly and time-consuming litigation could be necessary to enforce and determine the scope of our proprietary rights. If the protection of our proprietary rights is inadequate to prevent use or appropriation by third parties, the value of our platform, brand, and other intangible assets may be diminished and competitors may be able to more effectively replicate our platform and its features. Any of these events could materially and adversely affect our business, results of operations, and financial condition.

Risks Related to Ownership of Our Class A Common Stock

The trading price of our Class A common stock may be volatile, and you could lose all or part of your investment.

The trading price of our Class A common stock may be volatile and could be subject to fluctuations in response to various factors, some of which are beyond our control. Factors that could cause fluctuations in the trading price of our Class A common stock include the following:

- price and volume fluctuations in the overall stock market from time-to-time;
- volatility in the trading prices and trading volumes of technology stocks;
- changes in operating performance and stock market valuations of other technology companies generally, or those in our industry in particular;
- sales of shares of our Class A common stock by us or our stockholders;
- failure of securities analysts to maintain coverage of us, changes in financial estimates by securities analysts who follow our company, or our failure to meet these estimates or the expectations of investors;
- the financial projections we may provide to the public, any changes in those projections, or our failure to meet those projections;
- announcements by us or our competitors of new products, features, or services;
- the public's reaction to our press releases, other public announcements, and filings with the SEC;
- rumors and market speculation involving us or other companies in our industry;

- actual or anticipated changes in our results of operations or fluctuations in our results of operations;
- actual or anticipated changes in our key metrics;
- actual or anticipated developments in our business, our competitors' businesses or the competitive landscape generally;
- actual or perceived breaches of, or failures related to, privacy, data protection or data security;
- litigation involving us, our industry, or both, or investigations by regulators into our operations or those of our competitors;
- developments or disputes concerning our intellectual property or other proprietary rights;
- announced or completed acquisitions of businesses, products, services, or technologies by us or our competitors;
- new laws or regulations or new interpretations of existing laws or regulations applicable to our business;
- changes in accounting standards, policies, guidelines, interpretations, or principles;
- any significant change in our management;
- the inclusion, exclusion, or deletion of our stock from any trading indices, including the S&P 400 Index, to which we were recently added; and
- general economic conditions and slow or negative growth of our markets and catastrophic events, including earthquakes, fires, floods, tsunamis, or other weather events, power loss, telecommunications failures, software or hardware malfunctions, cyber-attack, war, or other armed conflict, or terrorist attacks, and pandemics.

In addition, in the past, following periods of volatility in the overall market and the market price of a particular company's securities, securities class action litigation has often been instituted against these companies. Any securities litigation that may be instituted against us in the future could result in substantial costs and a diversion of our management's attention and resources.

The multi-class structure of our common stock has the effect of concentrating voting control with those stockholders who held our capital stock prior to the completion of our IPO, and it may depress the trading price of our Class A common stock.

Our Class A common stock has one vote per share, our Class B common stock has ten votes per share, and our Class C common stock has no voting rights, except as otherwise required by law. As of December 31, 2023, our directors and executive officers, and their respective affiliates, held in the aggregate 75.2% of the voting power of our capital stock, with Mr. Houston holding approximately 75.1% of the voting power of our capital stock. We are including the Co-Founder Grant (as defined in "Significant Impacts of Stock-Based Compensation" included in Part II, Item 7 of this report) in this calculation since the shares underlying such grant are legally issued and outstanding shares of our Class A common stock and Mr. Houston is able to vote these shares prior to their vesting. Because of the ten-to-one voting ratio between our Class B and Class A common stock, the holders of our Class B common stock collectively will continue to control a majority of the combined voting power of our common stock and therefore be able to control all matters submitted to our stockholders for approval so long as the shares of Class B common stock represent at least 9.1% of all outstanding shares of our Class A and Class B common stock. This concentrated control will limit or preclude other stockholders' ability to influence corporate matters for the foreseeable future, including the election of directors, amendments of our organizational documents, and any merger, consolidation, sale of all or substantially all of our assets, or other major corporate transaction requiring stockholder approval. In addition, this may prevent or discourage unsolicited acquisition proposals or offers for our capital stock that other stockholders may feel are in their best interests as one of our stockholders.

Future transfers or sales by holders of Class B common stock will generally result in those shares converting to Class A common stock, except for certain transfers described in our amended and restated certificate of incorporation, including transfers effected for estate planning purposes where sole dispositive power and exclusive voting control with respect to the shares of Class B common stock is retained by the transferring holder and transfers between our co-founders. In addition, each outstanding share of Class B common stock held by a stockholder who is a natural person, or held by the permitted entities or permitted transferees of such stockholder (as described in our amended and restated certificate of incorporation), will convert

automatically into one share of Class A common stock upon the death of such natural person. In the event of Mr. Houston's death or permanent and total disability, shares of Class B common stock held by Mr. Houston, his permitted entities or permitted transferees will convert to Class A common stock, provided that the conversion will be deferred for nine months, or up to 18 months if approved by a majority of our independent directors, following his death or permanent and total disability. The conversion of Class B common stock to Class A common stock will have the effect, over time, of increasing the relative voting power of those individual holders of Class B common stock who retain their shares in the long term.

In addition, because our Class C common stock carries no voting rights (except as otherwise required by law), if we issue Class C common stock in the future, the holders of Class B common stock may be able to elect all of our directors and to determine the outcome of most matters submitted to a vote of our stockholders for a longer period of time than would be the case if we issued Class A common stock rather than Class C common stock in such transactions.

Substantial future sales could depress the market price of our Class A common stock.

The market price of our Class A common stock could decline as a result of a large number of sales of shares of such stock, and the perception that these sales could occur may also depress the market price of our Class A common stock, particularly if those sales are by our officers and directors and their affiliates.

Sales of our shares may make it more difficult for us to sell equity securities in the future at a time and at a price that we deem appropriate. These sales also could cause the trading price of our Class A common stock to fall and make it more difficult for you to sell shares of our Class A common stock.

Transactions relating to our 2026 Notes and 2028 Notes may dilute the ownership interest of stockholders, or may otherwise depress the price of our common stock.

If the 2026 Notes or the 2028 Notes are converted by holders of such series, we are required under the applicable indenture to pay cash up to the aggregate principal amount converted and pay or deliver, as the case may be, cash, Class A common stock, or any combination of cash or Class A common stock, at our election, in respect of the remainder, if any, of our conversion obligation in excess of the aggregated principal amount of such Notes converted. If we elect to deliver any Class A common stock upon conversion of the 2026 Notes or the 2028 Notes with respect to our conversion obligation in excess of the aggregated principal amount of such Notes converted, if any, it would dilute the ownership interests of existing stockholders. Any sales in the public market of the Class A common stock issuable upon such conversion could adversely affect prevailing market prices of our Class A common stock. In addition, certain holders of the 2026 Notes or the 2028 Notes may engage in short selling to hedge their position in the Notes. Anticipated future issuances of shares of our Class A common stock upon conversion of the 2026 Notes or 2028 Notes could depress the price of our Class A common stock.

Delaware law and provisions in our restated certificate of incorporation and restated bylaws could make a merger, tender offer, or proxy contest difficult, thereby depressing the market price of our Class A common stock.

Our status as a Delaware corporation and the anti-takeover provisions of the Delaware General Corporation Law may discourage, delay, or prevent a change in control by prohibiting us from engaging in a business combination with an interested stockholder for a period of three years after the person becomes an interested stockholder, even if a change of control would be beneficial to our existing stockholders. In addition, our restated certificate of incorporation and restated bylaws contain provisions that may make the acquisition of our company more difficult, including the following:

- any transaction that would result in a change in control of our company requires the approval of a majority of our outstanding Class B common stock voting as a separate class;
- our multi-class common stock structure, which provides our holders of Class B common stock with the ability to significantly influence the outcome of matters requiring stockholder approval, even if they own significantly less than a majority of the shares of our outstanding Class A common stock, Class B common stock, and Class C common stock;
- when the outstanding shares of Class B common stock represent less than a majority of the total combined voting power of our Class A and Class B common stock, or the Voting Threshold Date, our Board of Directors will be classified into three classes of directors with staggered three-year terms, and directors will only be able to be removed from office for cause;

- until the Class B common stock, as a class, converts to Class A common stock, any amendments to our restated certificate of incorporation will require the approval of two-thirds of the combined vote of our then-outstanding shares of Class A common stock and Class B common stock; and following the conversion of our Class B common stock, as a class, to Class A common stock, certain amendments to our amended and restated certificate of incorporation will require the approval of two-thirds of our then outstanding voting power;
- our amended and restated bylaws will provide that approval of stockholders holding two-thirds of our outstanding voting power voting as a single class is required for stockholders to amend or adopt any provision of our bylaws;
- after the Voting Threshold Date our stockholders will only be able to take action at a meeting of stockholders, and will not be able to take action by written consent for any matter;
- until the Voting Threshold Date, our stockholders will be able to act by written consent only if the action is first recommended or approved by the Board of Directors;
- vacancies on our Board of Directors will be able to be filled only by our Board of Directors and not by stockholders;
- only the chairman of our Board of Directors, our chief executive officer, a majority of our Board of Directors, or, until the Class B common stock, as a class, converts to Class A common stock, a stockholder holding thirty percent of the combined voting power of our Class A and Class B common stock are authorized to call a special meeting of stockholders;
- certain litigation against us may be required to be brought in Delaware;
- our restated certificate of incorporation authorizes undesignated preferred stock, the terms of which may be established and shares of which may be issued, without the approval of the holders of Class A common stock; and
- advance notice procedures apply for stockholders to nominate candidates for election as directors or to bring matters before an annual meeting of stockholders.

These anti-takeover defenses could discourage, delay, or prevent a transaction involving a change in control of our company. These provisions could also discourage proxy contests and make it more difficult for stockholders to elect directors of their choosing and to cause us to take other corporate actions they desire, any of which, under certain circumstances, could limit the opportunity for our stockholders to receive a premium for their shares of our capital stock, and could also affect the price that some investors are willing to pay for our Class A common stock.

Our amended and restated bylaws designate a state or federal court located within the State of Delaware as the exclusive forum for substantially all disputes between us and our stockholders, and also provide that the federal district courts will be the exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act, each of which could limit our stockholders' ability to choose the judicial forum for disputes with us or our directors, officers, or employees.

Our amended and restated bylaws provide that, unless we expressly consent in writing to the selection of an alternative forum, the sole and exclusive forum for (1) any derivative action or proceeding brought on our behalf, (2) any action asserting a claim of breach of a fiduciary duty owed by any of our directors, officers, or other employees to us or our stockholders, (3) any action arising pursuant to any provision of the Delaware General Corporation Law, or the certificate of incorporation or the amended and restated bylaws, or (4) any other action asserting a claim that is governed by the internal affairs doctrine shall be the Court of Chancery of the State of Delaware, in all cases subject to the court having jurisdiction over indispensable parties named as defendants.

Our amended and restated bylaws also provide that unless we consent in writing to the selection of an alternative forum the federal district courts of the United States of America will be the sole and exclusive forum for resolving any claim asserting a cause of action arising under the Securities Act against any person in connection with any offering of our securities, including any auditor, underwriter, expert, control person, or other defendant.

Any person or entity purchasing or otherwise acquiring any interest in any of our securities shall be deemed to have notice of and consented to this provision. These exclusive-forum provisions may limit a stockholder's ability to bring a claim in a judicial forum of its choosing for disputes with us or our directors, officers, or other employees, which may discourage lawsuits against us and our directors, officers, and other employees.

If we face relevant litigation and are unable to enforce these provisions, we may incur additional costs associated with resolving the dispute in other jurisdictions, which could harm our results of operations.

We cannot guarantee that our stock repurchase program will be fully implemented or that it will enhance long-term stockholder value.

We initially implemented a stock repurchase program in 2020. In February 2022, our Board of Directors authorized the repurchase of up to an additional \$1.2 billion of the outstanding shares of our Class A common stock and in July 2023 our Board of Directors further authorized the repurchase of up to an additional \$1.2 billion of the outstanding shares of our Class A common stock. The repurchase program does not have an expiration date and we are not obligated to repurchase a specified number or dollar value of shares. Share repurchases will be made from time-to-time in private transactions or open market purchases, as permitted by securities laws and other legal requirements. Although we have previously announced an intention to allocate a significant portion of our free cash flow to share repurchases, any share repurchases remain subject to the circumstances in place at that time, including prevailing market prices. As a result, there can be no guarantee around the timing of our share repurchases, or that the volume of such repurchases will increase. In addition, as part of the IRA, the United States implemented a 1% non-deductible excise tax on the value of certain stock repurchases by publicly traded companies. This tax will generally increase the costs to us of any share repurchases. The stock repurchase program could affect the price of our Class A common stock, increase volatility and diminish our cash reserves. Our repurchase program may be suspended or terminated at any time and, even if fully implemented, may not enhance long-term stockholder value.

We do not intend to pay dividends for the foreseeable future.

We have never declared nor paid cash dividends on our capital stock. We currently intend to retain any future earnings to finance the operation and expansion of our business and fund our stock repurchase program, and we do not expect to declare or pay any dividends in the foreseeable future. As a result, stockholders must rely on sales of their Class A common stock after price appreciation as the only way to realize any future gains on their investment. In addition, our revolving credit facility contains restrictions on our ability to pay dividends.

General Risk Factors

Our business could be disrupted by catastrophic events.

Occurrence of any catastrophic event, including earthquake, fire, flood, tsunami, or other weather event, power loss, telecommunications failure, software or hardware malfunctions, cyber-attack, war, or terrorist attack, could result in lengthy interruptions in our service or result in unexpected increases in our costs. Further, outbreaks of pandemic diseases, or the fear of such events, have resulted in responses, including government-imposed travel restrictions, grounding of flights, and shutdown of workplaces. As a result, we have in the past conducted business with substantial modifications, including modifications to employee travel and employee work locations. Any such modifications we make in the future may disrupt important business operations, such as our product development and sales and marketing activities, and the productivity of our employees.

Additionally, our U.S. headquarters and some of the datacenters we utilize are located in the San Francisco Bay Area, a region known for seismic activity, and 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, acts of terrorism could cause disruptions to the internet or the economy as a whole. Even with our disaster recovery arrangements, our service could be interrupted. If our systems were to fail or be negatively impacted as a result of a natural disaster or other event, our ability to deliver products to our users would be impaired, we could lose critical data and we may be subject to increased costs. If we are unable to develop adequate plans to mitigate the impact of a disaster or to ensure that our business functions continue to operate during and after a disaster, and successfully execute on those plans in the event of a disaster or emergency, our business, results of operations, financial condition, and reputation would be harmed.

We may have exposure to greater than anticipated tax liabilities, which could adversely impact our results of operations.

We are subject to income taxes in the United States and various jurisdictions outside of the United States. Our effective tax rate could fluctuate due to changes in the mix of earnings and losses in countries with differing statutory tax rates. Our tax expense could also be impacted by changes in non-deductible expenses, changes in excess tax benefits of stock-based compensation, changes in the valuation of deferred tax assets and liabilities and our ability to utilize them, the applicability of withholding taxes and effects from acquisitions. Additionally, the Inflation Reduction Act of 2022 ("IRA") introduced a new book income-minimum corporate income tax on certain large corporations, and a non-deductible excise tax of 1% on certain share repurchases by corporations. The alternative minimum tax is not expected to have a material adverse impact on our business, results of operations, financial conditions, and cash flows. The 1% excise tax on share repurchases will generally

apply to any repurchase of stock (including transactions deemed to be repurchases for U.S. income tax purposes) we undertake, which will generally increase the costs to us of any share repurchases.

We are subject to review and audit by U.S. federal, state, local, and foreign tax authorities. Such tax authorities may disagree with tax positions we take and if any such tax authority were to successfully challenge any such position, our financial results and operations could be materially and adversely affected. We may also be subject to additional tax liabilities due to changes in non-income-based taxes resulting from changes in U.S. federal, state, or international tax laws, changes in taxing jurisdictions' administrative interpretations, decisions, policies, and positions, results of tax examinations, settlements or judicial decisions, changes in accounting principles, or changes to our business operations, including acquisitions, as well as the evaluation of new information that results in a change to a tax position taken in a prior period.

If we fail to maintain an effective system of disclosure controls and internal control over financial reporting, our ability to produce timely and accurate financial statements or comply with applicable regulations could be impaired.

We are subject to the reporting requirements of the Exchange Act, the Sarbanes-Oxley Act of 2002, or the Sarbanes-Oxley Act, and the rules and regulations of the applicable listing standards of the Nasdaq Global Select Market, or Nasdaq. We expect that the requirements of these rules and regulations will continue to increase our legal, accounting, and financial compliance costs, make some activities more difficult, time-consuming and costly, and place significant strain on our personnel, systems, and resources.

The Sarbanes-Oxley Act requires, among other things, that we maintain effective disclosure controls and procedures and internal control over financial reporting. We are also required to provide an annual management report on the effectiveness of our disclosure controls and procedures over financial reporting. We are continuing to develop and refine our disclosure controls and other procedures that are designed to ensure that information required to be disclosed by us in the reports that we will file with the SEC is recorded, processed, summarized, and reported within the time periods specified in SEC rules and forms and that information required to be disclosed in reports under the Exchange Act is accumulated and communicated to our principal executive and financial officers. We are also continuing to improve our internal control over financial reporting. In order to maintain and improve the effectiveness of our disclosure controls and procedures and internal control over financial reporting, we have expended, and anticipate that we will continue to expend, significant resources, including accounting-related costs and significant management oversight. In addition, our independent registered public accounting firm is required to audit the effectiveness of our internal control over financial reporting pursuant to Section 404(b) of the Sarbanes-Oxley Act annually. Testing, or the subsequent testing by our independent registered public accounting firm, may reveal material weaknesses or significant deficiencies. If material weaknesses are identified or we are not able to comply with the requirements of Section 404 in a timely manner, our reported financial results could be materially misstated, we could receive an adverse opinion regarding our internal control over financial reporting from our independent registered public accounting firm, we could be subject to investigations or sanctions by regulatory authorities and we could incur substantial expenses.

Our current controls and any new controls that we develop may become inadequate because of changes in conditions in our business. Additionally, to the extent we acquire other businesses, the acquired company may not have a sufficiently robust system of internal controls and we may uncover new deficiencies. Weaknesses in our disclosure controls and internal control over financial reporting may be discovered in the future. Any failure to develop or maintain effective controls or any difficulties encountered in their implementation or improvement that could harm our results of operations or cause us to fail to meet our reporting obligations and may result in a restatement of our financial statements for prior periods. Any failure to implement and maintain effective internal control over financial reporting also could adversely affect the results of periodic management evaluations and annual independent registered public accounting firm attestation reports regarding the effectiveness of our internal control over financial reporting that are required to be included in our periodic reports that will be filed with the SEC. Ineffective disclosure controls and procedures and internal control over financial reporting could also cause investors to lose confidence in our reported financial and other information, which would likely have a negative effect on the trading price of our Class A common stock. In addition, if we are unable to continue to meet these requirements, we may not be able to remain listed on Nasdaq.

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

Generally accepted accounting principles in the United States are subject to interpretation by the Financial Accounting Standards Board, or FASB, the SEC, and various bodies formed to promulgate and interpret appropriate accounting principles. A change in these principles or interpretations could have a significant effect on our reported results of operations, and may even affect the reporting of transactions completed before the announcement or effectiveness of a change. It is difficult to

predict the impact of future changes to accounting principles or our accounting policies, any of which could negatively affect our results of operations.

We may need additional capital, and we cannot be certain that additional financing will be available on favorable terms, or at all.

Historically, we have funded our operations and capital expenditures primarily through equity issuances, cash generated from our operations, and debt financing for capital purchases. Although we currently anticipate that our existing cash, cash equivalents and short-term investments, amounts available under our existing credit facilities, and cash flow from operations will be sufficient to meet our cash needs for the foreseeable future, we may require additional financing. We evaluate financing opportunities from time-to-time, and our ability to obtain financing will depend, among other things, on our development efforts, business plans, operating performance, and condition of the capital markets at the time we seek financing. We cannot assure you that additional financing will be available to us on favorable terms when required, or at all and, in light of macroeconomic challenges, inflation and increased interest rates, financing terms have become less favorable. If we raise additional funds through the issuance of equity or equity-linked or debt securities, those securities may have rights, preferences or privileges senior to the rights of our Class A common stock, and our stockholders may experience dilution.

Our Class A common stock market price and trading volume could decline if securities or industry analysts do not publish research or publish inaccurate or unfavorable research about our business.

The trading market for our Class A common stock will depend in part on the research and reports that securities or industry analysts publish about us or our business. The analysts' estimates are based upon their own opinions and are often different from our estimates or expectations. If one or more of the analysts who cover us downgrade our Class A common stock or publish inaccurate or unfavorable research about our business, the price of our securities would likely decline. If few securities analysts commence coverage of us, or if one or more of these analysts cease coverage of us or fail to publish reports on us regularly, demand for our securities could decrease, which might cause the price and trading volume of our Class A common stock to decline.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 1C. CYBERSECURITY

Risk Management and Strategy

We recognize the importance of assessing, identifying, and managing material risks associated with cybersecurity threats. These risks include, among other things, operational risks; intellectual property theft; fraud; extortion; harm to employees or customers; violation of privacy or security laws and other litigation and legal risk; and reputational risks. We have implemented a variety of cybersecurity processes, technologies, and controls to aid in our efforts to identify, assess and manage such material risks. Our approach includes: (1) an enterprise risk management program, which includes cybersecurity risks and is periodically refreshed; (2) security and privacy reviews designed to identify risks from new features, software, and vendors; (3) a vulnerability management program designed to identify hardware and software vulnerabilities; (4) an internal red team program, which simulates cyber threats, intended to allow us to address vulnerabilities before threat actors identify them; and (5) a threat intelligence program designed to model and research our adversaries. These processes vary in maturity across the business and are processes we work to continually improve.

Our process for identifying and assessing material risks from cybersecurity threats operates alongside our broader overall risk assessment process, covering all company risks. As part of this process appropriate disclosure personnel will collaborate with subject matter specialists, as necessary, to gather insights for identifying and assessing material cybersecurity threat risks, their severity, and potential mitigations.

We also maintain an incident response program to prepare for, detect, respond to, and recover from cybersecurity incidents, which include processes to triage, assess severity of, escalate, contain, investigate, and remediate identified incidents, as well as to comply with potentially applicable legal obligations and mitigate brand and reputational damage. Further, we conduct regular tabletop exercises to test and fortify the controls of our cyber incident response program. The incident response team assesses the severity and priority of incidents on a rolling basis, with escalations of cybersecurity incidents provided to our

management team. If a cybersecurity incident is determined to be a material cybersecurity incident, our incident response plan and cybersecurity disclosure controls and procedures define the process to disclose such a material cybersecurity incident.

Our risk management approach is supplemented by external and internal enterprise risk management audits, including SOC-2 and ISO 27001, which are designed to test the effectiveness of our security controls. We conduct penetration testing on a periodic basis and have established an external bug bounty program to allow security researchers to help identify vulnerabilities in our systems before they mature into real-world cybersecurity threats. We also maintain a vendor risk management program designed to identify and mitigate risks associated with third-party suppliers and business partners. This program includes pre-engagement diligence, contractual security and notification provisions, and ongoing monitoring, as appropriate.

We describe whether and how risks from identified cybersecurity threats, including as a result of any previous cybersecurity incidents, have materially affected or are reasonably likely to materially affect us, including our business strategy, results of operations, or financial condition, under the heading "Our business could be damaged, and we could be subject to liability, if there is any unauthorized access to our data or our users' content, including through privacy and data security breaches or incidents," included as part of our risk factor disclosures at Item 1A of this Annual Report on Form 10-K.

Governance

Our Board of Directors is actively involved in overseeing cybersecurity risk management. At least once a year, the Board of Directors discusses our programs and policies related to cybersecurity and risk initiatives and considers them closely both from a risk management perspective and as part of Dropbox's business strategy. Additionally, our audit committee oversees programs and policies related to cybersecurity risks and initiatives. Our audit committee is comprised entirely of independent directors who evaluate these issues at least quarterly.

We have also established a cross-functional leadership team to oversee our information security and privacy programs and practices, as well as to assess, identify, manage and mitigate security and privacy risks. Members of this team also report periodically to the board of directors, audit committee, and members of our senior leadership team. This team includes senior leaders from our legal, privacy, information security, information technology, infrastructure, and compliance teams, including our Chief Privacy Officer, our VP, Business Foundations, our Head of Security, and our Chief Legal Officer. Our Chief Privacy Officer has held various roles advising Dropbox and two other large publicly-traded technology companies on a variety of privacy, regulatory, and product counseling issues since 2010. Our VP, Business Foundations has been with us since 2020, and has worked in the technology industry for over 20 years, working in product development, engineering, and security leadership and risk management roles over that time. Our Head of Security joined Dropbox in 2022 and has held roles in cybersecurity, engineering, and operations, including leadership positions, with a variety of companies for over 20 years. Our Chief Legal Officer has been with us since 2011, having served as our Chief Legal Officer or General Counsel for a total of over seven years, and has over 20 years of experience in the legal profession.

Members of senior leadership are informed about and monitor the prevention, mitigation, detection, and remediation of cybersecurity incidents through their management of, and participation in, the cybersecurity risk management and strategy processes described herein, including the operation of our incident response plan. Additionally, all employees are required to complete annual information security and privacy training, which are reviewed and updated annually. They also receive ongoing security awareness education via informational emails, talks and presentations, and resources available on our intranet.

ITEM 2. PROPERTIES

Our corporate headquarters are located in San Francisco, California, pursuant to operating leases that expire in 2033. We lease additional offices in San Francisco and around the world, including in Seattle, Washington and Dublin, Ireland. We have datacenter co-location facilities in California, Oregon, Texas, and Virginia. We believe that these facilities are generally suitable to meet our needs.

ITEM 3. LEGAL PROCEEDINGS

Legal Proceedings

We are currently involved in, and may in the future be involved in, legal proceedings, claims, inquiries, and government investigations in the ordinary course of business, including legal proceedings with third parties asserting infringement of their intellectual property rights, regulatory matters and commercial disputes.

On July 12, 2019, Motion Offense, LLC (“Motion Offense”) filed a patent infringement suit in the Western District of Texas (Waco Division) against Dropbox’s customer Sprouts Farmers Market (“Sprouts”), based on Sprouts’ use of Dropbox Business. The suit claims that Sprouts’ use of Dropbox Business infringes U.S. Patent Nos. 10,013,158 and 10,021,052. On August 14, 2019, in the District of Delaware, Dropbox filed a complaint for declaratory judgment of no infringement of the patents asserted against Sprouts by Motion Offense (“Delaware Action”), and subsequently amended the complaint to add claims for declaratory judgment that the asserted patents are invalid. Motion Offense’s motion to transfer the Delaware Action to the Western District of Texas was granted. The Western District of Texas stayed the Sprouts case pending resolution of the Dropbox case. On June 15, 2020, Motion Offense filed an amended answer to Dropbox’s declaratory judgment complaint, including counterclaims asserting that Dropbox infringes the 10,013,158 and 10,021,052 patents, as well as U.S. Patent Nos. 10,303,353, 10,613,737, and 10,587,548. On July 23, 2021, Motion Offense filed a related patent infringement suit against Dropbox in the Western District of Texas asserting that Dropbox also infringes U.S. Patent No. 11,044,215. The two cases were consolidated.

At the trial in May 2023, the jury found in favor of Dropbox on all counts including non-infringement and invalidity of the patents and awarded no damages to Motion Offense. Dropbox filed a Motion for Entry of Judgment on August 28, 2023 and is currently awaiting entry of judgment by the district court. The final judgment may be appealed to the Federal Circuit. On September 27, 2023, Motion Offense filed a Motion for a New Trial. At a hearing on January 3, 2024, the Court denied Motion Offense’s Motion for a New Trial. On January 8, 2024, the court ordered supplemental briefing relating to the Motion for Entry of Judgment. The parties have filed their opening supplemental briefs and responses are due February 20, 2024.

Before trial, Motion Offense filed a third patent infringement suit against Dropbox out of the same family of patents as the prior two suits. This suit was not consolidated into the trial. Decisions on the parties’ Motions to Dismiss are currently pending. We believe Motion Offense’s allegations in that suit are similarly without merit and will vigorously defend against them.

While we remain confident in the Company’s defenses to the asserted allegations in these cases, it is not possible to determine the ultimate outcome at this time, and thus we cannot reasonably estimate the maximum potential exposure or range of possible loss.

Future litigation may be necessary, among other things, to defend ourselves or our users by determining the scope, enforceability, and validity of third-party proprietary rights or to establish our proprietary rights. The results of any current or future litigation cannot be predicted with certainty, and regardless of the outcome, litigation can have an adverse impact on us because of defense and settlement costs, diversion of management resources, and other factors.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Market Information for Class A Common Stock

Our Class A common stock has been listed on the Nasdaq Global Market under the symbol "DBX" since March 23, 2018.

Holders of Record

As of February 12, 2024, we had 730 holders of record of our Class A and Class B common stock, respectively, and no holders of our Class C common stock. The actual number of stockholders is greater than this number of record holders and includes stockholders who are beneficial owners, but whose shares are held in street name by brokers and other nominees.

Dividend Policy

We have never declared or paid any cash dividends on our capital stock. We currently intend to retain any future earnings and do not expect to pay any dividends in the foreseeable future. Any future determination to declare cash dividends will be made at the discretion of our Board of Directors, subject to applicable laws, and will depend on a number of factors, including our financial condition, results of operations, capital requirements, contractual restrictions, general business conditions, and other factors that our Board of Directors may deem relevant. In addition, the terms of our revolving credit facility place certain limitations on the amount of cash dividends we can pay, even if no amounts are currently outstanding.

Issuer Purchases of Equity Securities

The following table presents information with respect to our repurchases of Class A common stock during the quarter ended December 31, 2023.

Period	Total Number of Shares Purchased (in millions) ⁽¹⁾	Average Price Paid per Share ⁽²⁾	Total Number of Shares Purchased as Part of Publicly Announced Programs (in millions) ⁽¹⁾	Approximate Dollar Value of Shares that May Yet Be Purchased Under Publicly Announced Programs (in millions) ⁽¹⁾
October 1 - 31	1.38	\$ 27.17	1.38	\$ 1,476.65
November 1 - 30	1.41 ⁽³⁾	\$ 26.99	1.36	\$ 1,439.80
December 1 - 31	1.10	\$ 29.04	1.10	\$ 1,407.80
Total	3.89	\$ 27.64	3.84	

⁽¹⁾ On February 17, 2022, we announced that our Board of Directors authorized the repurchase of \$1.2 billion of the outstanding shares of our Class A common stock. On July 26, 2023, we announced that our Board of Directors further authorized the repurchase of an additional \$1.2 billion of the outstanding shares of our Class A common stock. Under this program, shares may be repurchased, subject to general business and market conditions and other investment opportunities, through open market purchases or privately held negotiated transactions, including through Rule 10b5-1 plans, in each case as permitted by securities laws and other legal requirements. The repurchase program does not have an expiration date. See Note 12 "Stockholders' (Deficit) Equity" to our consolidated financial statements included elsewhere in this Annual Report on Form 10-K for additional information related to share repurchases.

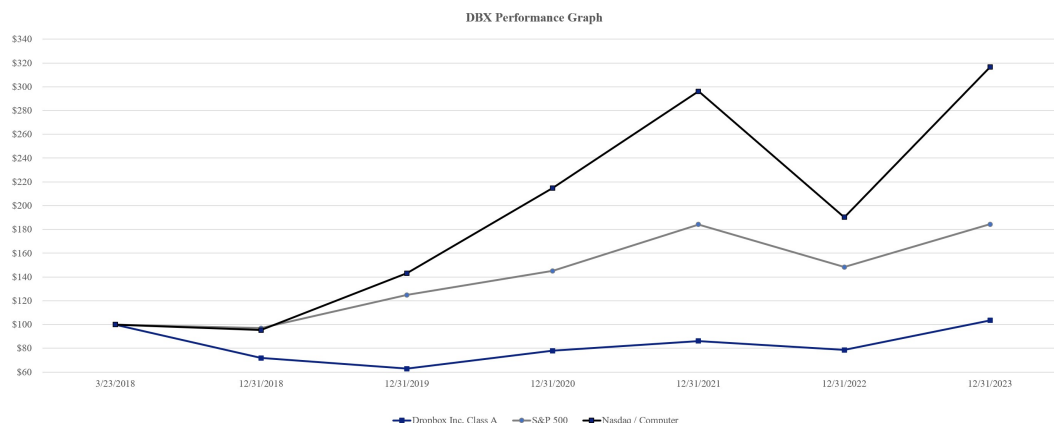
⁽²⁾ Average price paid per share includes costs associated with the repurchases, excluding the 1% excise tax imposed as part of the Inflation Reduction Act.

⁽³⁾ Includes 46,759 shares of restricted common stock withheld by the Company upon vesting of restricted stock awards to satisfy tax withholding requirements.

Stock Performance Graph

This performance graph shall not be deemed “soliciting material” or to be “filed” with the Securities and Exchange Commission, or the SEC, for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or the Exchange Act, or otherwise subject to the liabilities under that Section, and shall not be deemed to be incorporated by reference into any of our filings under the Securities Act of 1933, as amended, or the Securities Act.

The following graph compares (i) the cumulative total stockholder return on our Class A common stock from March 23, 2018 (the date our Class A common stock commenced trading on the Nasdaq Global Select Market) through December 31, 2023 with (ii) the cumulative total return of the Standard & Poor’s 500 Index and the Nasdaq Computer Index over the same period, assuming the investment of \$100 in our common stock and in both of the other indices on March 23, 2018 and the reinvestment of dividends. The graph uses the closing market price on March 23, 2018 of \$28.48 per share as the initial value of our common stock. As discussed above, we have never declared or paid a cash dividend on our common stock and do not anticipate declaring or paying a cash dividend in the foreseeable future.



*Returns are based on historical results and are not necessarily indicative of future performance. See the disclosure in Part I, Item 1A, “Risk Factors.”

Unregistered Sales of Equity Securities

None.

ITEM 6. RESERVED

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with the consolidated financial statements and related notes thereto included elsewhere in this Annual Report on Form 10-K. This discussion contains forward-looking statements that involve risks and uncertainties. Our actual results could differ materially from those discussed below. Factors that could cause or contribute to such differences include, but are not limited to, those identified below and those discussed in the section titled "Risk Factors" included elsewhere in this Annual Report on Form 10-K. For a comparison of our results of operations for the fiscal years ended December 31, 2022 and 2021 see Item 7, Management's Discussion and Analysis of Financial Condition and Results of Operations, of our Annual Report on Form 10-K for the fiscal year ended December 31, 2022, filed with the SEC on February 22, 2023.

Overview

Our modern economy runs on knowledge. Today, knowledge lives in the cloud as digital content, and Dropbox is where businesses and individuals can create, access, and share this content globally. We serve more than 700 million registered users across approximately 180 countries.

Since our founding in 2007, our market opportunity grew as we've expanded from keeping files in sync to keeping teams in sync. In a world where using technology at work can be fragmented and distracting, Dropbox makes it easy to focus on the work that matters.

By solving these universal problems, we've become invaluable to our users. The popularity of our platform allows us to scale efficiently. We've built a thriving global business with 18.12 million paying users.

Our Subscription Plans

We generate revenue from individuals, families, teams, and organizations by selling subscriptions to our platform, which serve the varying needs of our diverse customer base. Subscribers can purchase individual licenses through our Plus, Professional or Essentials plan, or purchase multiple licenses through our Family plan or our Standard, Advanced, Business, Business Plus and Enterprise team plans. Each team or family represents a separately billed deployment that is managed through a single administrative dashboard. Teams must have a minimum of three users, but can also have more than tens of thousands of users. Families can have up to six users. Customers can choose between an annual or monthly plan, with a small number of large organizations on multi-year plans. A majority of our customers opt for our annual plans, although we have seen and may continue to see an increase in customers opting for our monthly plans. We typically bill our customers at the beginning of their respective terms and recognize revenue ratably over the term of the subscription period. International customers can pay in U.S. dollars or a select number of foreign currencies.

Our premium subscription plans, such as Professional and Advanced, provide more functionality than other subscription plans and have higher per user prices. Our Standard and Advanced subscription plans offer robust capabilities for businesses, and the vast majority of Dropbox Business teams purchase our Standard or Advanced subscription plans. While our Enterprise subscription plan offers more opportunities for customization, companies can subscribe to any of these team plans for their business needs.

Our bundle subscription plans, such as Dropbox Essentials for solo professionals, Dropbox Business for small teams, and Dropbox Business Plus for larger teams, provide professionals and teams the ability to consolidate multiple offerings such as PDF editing, eSignature capabilities, document analytics, video collaboration tools, and advanced security functionality into a single place to manage their content.

We offer FormSwift, our cloud-based service that gives individuals and businesses a simple solution to create, complete, edit, and save critical business forms and agreements. Customers can choose between annual or monthly subscriptions based on their individual or business needs. We typically bill FormSwift customers at the beginning of their respective terms and recognize revenue ratably over the subscription period. FormSwift primarily sells within the United States, and the majority of its sales are in U.S. dollars.

We also offer DocSend as our secure document sharing and analytics solution. DocSend offers paid subscription plans, including a personal plan designed for individuals and Standard, Advanced, and Enterprise plans designed for business users and teams. Similar to Dropbox plans, pricing of DocSend's plans is based on the number of licenses purchased. Customers can choose between an annual or monthly plan, with a small number of large organizations on multi-year plans. We typically bill

DocSend customers at the beginning of their respective terms and recognize revenue ratably over the subscription period. DocSend primarily sells within the United States, and the majority of sales are in U.S. dollars.

We also offer Dropbox Sign, as our e-signature solution. Dropbox Sign has several product lines, and the pricing and revenue generated from each product line varies. Product lines are primarily priced based on the number of licenses purchased (similar to Dropbox plans), while some are priced based on a customer's transaction volume. Depending on the product purchased, teams must have a minimum number of licenses, but can also have hundreds of users. Customers can choose between an annual or monthly plan, with a small number of large organizations on multi-year plans. We typically bill Dropbox Sign customers at the beginning of their respective terms and recognize revenue ratably over the subscription period. We sell Dropbox Sign products globally and sell primarily in U.S. dollars.

Our Business Model

Drive new signups

We acquire users efficiently and at relatively low costs through word-of-mouth referrals, direct in-product referrals, and sharing of content. Anyone can create a Dropbox account for free through our website or app and be up and running in minutes. These users often share and collaborate with other non-registered users, attracting new signups into our network.

Increase conversion of registered users to our paid subscription plans

We generate over 90% of our revenue from self-serve channels—users who purchase a subscription through our app or website. To grow our recurring revenue base, we actively encourage our registered users to convert to one of our paid plans based on the functionality that best suits their needs. We do this via in-product prompts and notifications, time-limited free trials of paid subscription plans, email campaigns, and lifecycle marketing. We use these tactics in combination with the goal of generating increased recurring revenues from our existing user base.

Upgrade and expand existing customers

We offer a range of paid subscription plans, from Plus, Professional, Essentials and Family for individuals to Standard, Advanced, Business, Business Plus and Enterprise for teams. We analyze usage patterns within our network and run hundreds of targeted marketing campaigns to encourage paying users to upgrade their plans. We prompt individual subscribers who collaborate with others on Dropbox to purchase our Standard, Advanced or Business, and Business Plus plans for a better team experience, and we also encourage existing Dropbox Business teams to purchase additional licenses or to upgrade to premium subscription plans. We also aim to offer additional products that expand our content collaboration capabilities, such as through our acquisitions of Dropbox Sign, DocSend and FormSwift.

Recent Developments

Impact of Macroeconomic Factors on our Business

Our overall performance depends in part on worldwide economic and geopolitical conditions and their impact on customer behavior. Worsening economic conditions, including the U.S. Federal Reserve raising interest rates, volatility and uncertainty in the banking and financial services sector, tightening of credit markets, changes in the corporate real estate market, and fluctuations in currency exchange rates impacted our results of operations during the year ended December 31, 2023.

During the year ended December 31, 2023, we saw strength within our Individuals plans, but macro headwinds weighed on our Teams plans as well as on FormSwift, DocSend and Dropbox Sign, as customers are being more prudent with their spend and exhibiting higher levels of price sensitivity.

Our results of operations and cash flows are also subject to fluctuations due to changes in foreign currency exchange rates relative to U.S. dollars, our reporting currency, as well as changes in interest rates. Volatile market conditions, directly or indirectly related to macroeconomic or geopolitical events, have, at times, and may in the future negatively impact our results of operations and cash flows. Conversely, we have seen and may continue to see cost savings from the shift to remote and distributed work for all of our employees in areas including events, travel, utilities, and other benefits. Due to our subscription-based business model, any impact of the current macroeconomic environment on our business, particularly as a result of changes in our customer behavior, may not be fully reflected in our results of operations until future periods, if at all. For a

further discussion of the potential impacts of the macroeconomic environment on our business, see "Risk Factors" included in Part I, Item 1A. of this report.

Reduction in Workforce

On April 27, 2023, we announced a reduction of our global workforce by approximately 16% to streamline our team structure in support of our long-term growth and profitability objectives. During the year ended December 31, 2023, we incurred \$39.3 million of expenses related to severance, benefits, and other related items. See Note 1 "Description of the Business and Summary of Significant Accounting Policies - Reduction in Workforce" in our consolidated financial statements included elsewhere in this Annual Report on Form 10-K for additional information.

Virtual First

The effects of the COVID-19 pandemic led us to reimagine the way we work, resulting in our announcement in October 2020 of our shift to a Virtual First work model pursuant to which remote work has become the primary experience for all of our employees. As a result, we expect that our workforce will continue to become more distributed over time, although we are continuing to offer our employees opportunities for in-person collaboration in all locations we currently have offices, either through our existing real-estate that were repurposed into collaborative spaces called "Dropbox Studios" or new, flexible spaces known as "On-Demand Spaces". Consistent with this strategy, we have retained a portion of our office space while the remainder is being or will be subleased.

We recorded impairment charges to net (gain) loss on real estate assets of \$3.6 million and \$175.2 million during the years ended December 31, 2023 and 2022, respectively, related to real estate assets as a result of changes in the corporate real estate market which impacted the Company's subleasing strategy in conjunction with our Virtual First model. See Note 9, "Leases" for additional information. We may incur additional impairment charges depending on the state of the corporate real estate market or shifts in our Virtual First strategy. In addition to generating sublease income, we expect that as a result of our Virtual First model, we will continue to see savings in certain areas, including reductions in facilities related costs and depreciation expense due to these impairment charges.

In October 2023, we executed a partial termination of our lease for our San Francisco, California corporate headquarters and subsequently recorded a gain on real estate assets of \$158.8 million during the year ended December 31, 2023. The gain represents the reduction to our future lease payments in excess of the sublease income we previously anticipated collecting for this space. See Note 9, "Leases" for additional information.

Key Business Metrics

We review a number of operating and financial metrics, including the following key metrics to evaluate our business, measure our performance, identify trends affecting our business, formulate business plans, and make strategic decisions.

Total annual recurring revenue

We primarily focus on total annual recurring revenue ("Total ARR") as the key indicator of the trajectory of our business performance. Total ARR represents the amount of revenue that we expect to recur annually, enables measurement of the progress of our business initiatives, and serves as an indicator of future growth. In addition, Total ARR is less subject to variations in short-term trends that may not appropriately reflect the health of our business; however, the changes in ARR throughout the year could be subject to seasonality. Total ARR is a performance metric and should be viewed independently of revenue and deferred revenue, and is not intended to be a substitute for, or combined with, any of these items.

Our ARR fluctuates and may decline in some periods as compared to prior periods. For example, ARR declined in the fourth quarter of 2023 as compared to the third quarter of 2023 as a result of factors including our decision to deprecate our previous "as much space as you need" policy for Advanced plans which resulted in incremental churn and reduced top-of funnel interest, as well as a challenging macro environment, and seasonality within our business. We expect to drive ARR growth, however the pace of our future growth may be lower relative to prior periods.

Total ARR consists of contributions from all of our revenue streams, including subscriptions and add-ons. We calculate Total ARR as the number of users who have active paid licenses for access to our platform as of the end of the period, multiplied by their annualized subscription price. We first include ARR related to acquired companies in our total ARR in the

period of the acquisition. We adjust the exchange rates used to calculate Total ARR on an annual basis at the beginning of each fiscal year.

We experienced an increase in Total ARR for the period ended December 31, 2023, compared to the period ended December 31, 2022 as a result of an increased mix of sales from our higher-priced subscription plans. In 2023, ARR was negatively impacted by the foreign currency exchange rates used to calculate ARR compared to 2022, as we update exchange rates annually at the beginning of the year.

The below tables set forth our Total ARR using the exchange rates set at the beginning of the applicable year, as well as on a constant currency basis relative to the exchange rates used in 2023.

	As of December 31,	
	2023	2022
	(In millions)	
Total ARR	\$ 2,523	\$ 2,514

Constant Currency	As of December 31,	
	2023	2022
	(In millions)	
Total ARR	\$ 2,523	\$ 2,430

Revaluing our ending Total ARR for fiscal 2023 using exchange rates set at the beginning of fiscal 2024, Total ARR at the end of fiscal 2023 would be \$2,540 million.

Paying users

We define paying users as the number of users who have active paid licenses for access to our platform as of the end of the period. One person would count as multiple paying users if the person had more than one active license. For example, a 50-person Dropbox Enterprise team would count as 50 paying users, and an individual Dropbox Plus user would count as one paying user. If that individual Dropbox Plus user was also part of the 50-person Dropbox Enterprise team, we would count the individual as two paying users. We first include paying users related to acquired companies among our paying users in the period of the acquisition.

For FormSwift and DocSend, we define paying users as the number of users who have active paid licenses for access to our platform as of the end of the period.

Dropbox Sign has several product lines and the pricing and revenue generated from each product line varies, with some product lines priced based on the number of licenses purchased (similar to Dropbox plans), while others are priced based on a customer's transaction volume. For purposes of Dropbox Sign results, we include as paying users either (i) the number of users who have active paid licenses for access to the Dropbox Sign platform as of the period end for those products that are priced based on the number of licenses purchased (which is the same method we use to evaluate existing Dropbox plans) or (ii) the number of customers for those products that are priced based on transaction volumes.

We experienced growth in the number of paying users for the periods presented largely from our self-serve channels as well as from FormSwift. However, our overall paying user growth rate has declined and may decline in the future.

The total number of paying users fluctuates and may decline in some periods as compared to prior periods. For example, paying users declined in the fourth quarter of 2023 as compared to the third quarter of 2023 primarily as a result of our decision to reduce the prominence of our Family plan on our Plans pages as well as expected seasonality within our business. We expect to drive paying user growth, however the pace of our future growth may be lower relative to prior periods.

The below table sets forth the number of paying users as of December 31, 2023 and 2022.

	As of December 31,	
	2023	2022
	(In millions)	
Paying users	18.12	17.77

Average revenue per paying user

We define average revenue per paying user, or ARPU, as our revenue for the period presented divided by the average paying users during the same period. For interim periods, we use annualized revenue, which is calculated by dividing the revenue for the particular period by the number of days in that period and multiplying this value by 365 days. Average paying users are calculated based on adding the number of paying users as of the beginning of the period to the number of paying users as of the end of the period, and then dividing by two.

As a result of an increased mix of sales towards our higher-priced subscription plans, and our acquisition of FormSwift in the fourth quarter of 2022, offset by Family Plan growth as it carries a lower price per user, and the impact of unfavorable foreign exchange rates across multiple currencies, we experienced an increase in our average revenue per paying user for the year ended December 31, 2023, compared to the year ended December 31, 2022, respectively.

The below table sets forth our ARPU for the years ended December 31, 2023 and 2022.

	Year Ended December 31,	
	2023	2022
ARPU	\$ 139.38	\$ 134.51

Non-GAAP Financial Measure

In addition to our results determined in accordance with U.S. generally accepted accounting principles, or GAAP, we believe that free cash flow, or FCF, a non-GAAP financial measure, is useful in evaluating our liquidity.

Free cash flow

We define FCF as GAAP net cash provided by operating activities less capital expenditures. We believe that FCF is a liquidity measure and that it provides useful information regarding cash provided by operating activities and cash used for investments in property and equipment required to maintain and grow our business. FCF is presented for supplemental informational purposes only and should not be considered a substitute for financial information presented in accordance with GAAP. FCF has limitations as an analytical tool, and it should not be considered in isolation or as a substitute for analysis of other GAAP financial measures, such as net cash provided by operating activities. Some of the limitations of FCF are that FCF does not reflect our future contractual commitments, excludes investments made to acquire assets under finance leases, includes capital expenditures, and may be calculated differently by other companies in our industry, limiting its usefulness as a comparative measure.

Our FCF decreased for the year ended December 31, 2023, compared to the year ended December 31, 2022, primarily due to payments related to our reduction in workforce during the year ended December 31, 2023.

We expect our FCF to generally increase in future periods as we increase subscription sales and drive operating efficiencies. We expect to continue to purchase infrastructure equipment to support our user base and anticipate that our capital expenditures will generally remain consistent in future periods as we continue to invest in our internal infrastructure, network and security. The timing of our operating expenses as described below, may result in FCF to vary from period to period as a percentage of revenue.

The following is a reconciliation of FCF to the most comparable GAAP measure, net cash provided by operating activities:

	Year Ended December 31,	
	2023	2022
	(In millions)	
Net cash provided by operating activities	783.7	797.3
Capital expenditures	(24.3)	(33.8)
Free cash flow	<u>\$ 759.4</u>	<u>\$ 763.5</u>

Components of Our Results of Operations

Revenue

We generate revenue from sales of subscriptions to our platform.

Revenue is recognized ratably over the related contractual term generally beginning on the date that our platform is made available to a customer. Our subscription agreements typically have monthly or annual contractual terms, although a small percentage have multi-year contractual terms. Our agreements are generally non-cancelable. We typically bill in advance for monthly contracts and annually in advance for contracts with terms of one year or longer. Amounts that have been billed are initially recorded as deferred revenue until the revenue is recognized.

Our revenue is driven primarily by conversions and upsells to our paid plans. We also generate revenue from transaction based products and fees from the referral of users to our partners. We generate over 90% of our revenue from self-serve channels. No customer represented more than 1% of our revenue in the periods presented.

Our revenue growth is impacted by our number of paying users, as well as our ability to increase the average revenue per paying user. Our overall paying user growth rate has declined and we expect growth in paying users to fluctuate from period to period in the future. Accordingly, if we do not increase the average revenue per paying user, for example through pricing and packaging changes or increased sales of our higher priced subscription plans, to offset slower growth or decline in paying users, our revenue and revenue growth rate will decline.

Cost of revenue and gross margin

Cost of revenue. Our cost of revenue consists primarily of expenses associated with the storage, delivery, and distribution of our platform for both paying users and free users. These costs, which we refer to as infrastructure costs, include depreciation of our servers located in co-location facilities that we lease and operate, rent and facilities expense for those datacenters, network and bandwidth costs, support and maintenance costs for our infrastructure equipment, and payments to third-party datacenter service providers. Cost of revenue also includes salaries, bonuses, employer payroll taxes and benefits, travel-related expenses, expenses related to our reduction in workforce such as severance, benefits and other related items, and stock-based compensation, which we refer to as employee-related costs, for employees whose primary responsibilities relate to supporting our infrastructure and delivering user support. Other non-employee costs included in cost of revenue include credit card fees related to processing customer transactions, and allocated overhead, such as facilities, including rent, utilities, depreciation on leasehold improvements and other equipment shared by all departments, and shared information technology costs. In addition, cost of revenue includes amortization of developed technologies, professional fees related to user support initiatives, and property taxes related to the datacenters.

We plan to continue increasing the capacity and enhancing the capability and reliability of our infrastructure to support user growth and increased use of our platform. We expect that cost of revenue will decrease in absolute dollars in the near term due to the useful lives of certain infrastructure server and component assets increasing from four to five years and increase in absolute dollars in the long term. The expected change in useful lives is described in Item 7. "Change in Accounting Estimate".

Gross margin. Gross margin is gross profit expressed as a percentage of revenue. Our gross margin may fluctuate from period to period based on the timing of additional capital expenditures and the related depreciation expense, or other increases in our infrastructure costs, as well as revenue fluctuations. We generally expect our gross margin to remain relatively constant in both the near term and the long term.

Operating expenses

Research and development. Our research and development expenses consist primarily of employee-related costs for our engineering, product, and design teams, expenses related to our reduction in workforce such as severance, benefits and other related items, compensation expenses related to key personnel from acquisitions and allocated overhead. These groups are responsible for the design, development, testing, delivery of new technologies and features, and support of our self-serve platform. We continue to focus our product development efforts on adding new features and enhancing the functionality and ease of use of our offerings. Additionally, research and development expenses include internal development-related third-party hosting fees. We have expensed almost all of our research and development costs as they were incurred.

We expect that research and development costs will decrease in absolute dollars and as a percentage of revenue in the near term and fluctuate in absolute dollars and decrease as a percentage of revenue in the long term as we reinvest some savings

from our reduction in workforce that occurred in the second quarter of 2023 into future growth initiatives. We plan to continue to hire employees for our engineering, product, and design teams in roles critical to those initiatives.

Sales and marketing. Our sales and marketing expenses relate to both self-serve and outbound sales activities, and consist primarily of employee-related costs, expenses related to our reduction in workforce such as severance, benefits and other related items, advertising costs, brand marketing costs, lead generation costs, sponsorships and allocated overhead. Sales commissions earned by our outbound sales team and the related payroll taxes, as well as commissions earned by third-party resellers that we consider to be incremental and recoverable costs of obtaining a contract with a customer, are deferred and are typically amortized over an estimated period of benefit of five years. Additionally, sales and marketing expenses include non-employee costs related to app store fees, fees payable to third-party sales representatives and amortization of acquired customer relationships.

We expect that sales and marketing expenses will fluctuate in absolute dollars and as a percentage of revenue in both the near term and long term. We plan to continue to invest in sales and marketing, long term, to grow our user base and increase our brand awareness. The trend and timing of sales and marketing expenses will depend in part on the timing of marketing campaigns.

General and administrative. Our general and administrative expenses consist primarily of employee-related costs for our legal, finance, human resources, and other administrative teams, as well as certain executives. In addition, general and administrative expenses include expenses related to our reduction in workforce such as severance, benefits and other related items, allocated overhead, outside legal, accounting and other professional fees, and non income-based taxes.

We expect to incur additional general and administrative expenses to support the growth of the Company. General and administrative expenses include the recognition of stock-based compensation expense related to the grant of restricted stock made to our co-founder. We expect that general and administrative expenses will fluctuate in absolute dollars in future periods and remain relatively constant in both the near term and the long term as a percentage of revenue.

Net (gain) loss on real estate assets

Net (gain) loss on real estate assets consists primarily of a gain due to the partial termination of our lease for our San Francisco, California corporate headquarters in 2023 and impairment charges related to certain right-of-use assets and other lease related assets in 2023 and 2022. See Note 9, "Leases" for additional information.

Interest income (expense), net

Interest income (expense), net consists primarily of interest income earned on our money market funds classified as cash and cash equivalents and short-term investments as well as interest expense related to our finance lease obligations for infrastructure and amortization of debt issuance costs.

Other (loss) income, net

Other (loss) income, net consists of other non-operating gains or losses, including those related to gains or losses on sale of assets, foreign currency transaction gains and losses, lease arrangements, which include sublease income, and realized gains and losses related to our short-term investments.

(Provision for) benefit from income taxes

(Provision for) benefit from income taxes consists primarily of U.S. federal, state and foreign jurisdiction income taxes. For 2023, the difference between the U.S. statutory rate and our effective tax rate is primarily due to jurisdictional mix of earnings, tax credits and state income taxes. For 2022, the difference between the U.S. statutory rate and our effective tax rate is primarily due to changes to the valuation allowance on deferred tax assets, research credits and the impact of capitalization of research and experimental expenditures.

Results of Operations

The following tables set forth our results of operations for the periods presented:

	Year Ended December 31,	
	2023	2022
	<i>(In millions)</i>	
Revenue	\$ 2,501.6	\$ 2,324.9
Cost of revenue ⁽¹⁾⁽²⁾	478.5	444.2
Gross profit	2,023.1	1,880.7
Operating expenses: ⁽¹⁾⁽²⁾		
Research and development	936.5	891.9
Sales and marketing	466.0	409.4
General and administrative	237.1	222.9
Net (gain) loss on real estate assets ⁽³⁾	(155.2)	175.2
Total operating expenses	1,484.4	1,699.4
Income from operations	538.7	181.3
Interest income (expense), net	19.4	3.3
Other (loss) income, net	(3.7)	8.1
Income before income taxes	554.4	192.7
(Provision for) benefit from income taxes ⁽⁴⁾	(100.8)	360.5
Net income	\$ 453.6	\$ 553.2

⁽¹⁾ Includes stock-based compensation as follows:

	Year Ended December 31,	
	2023	2022
	<i>(In millions)</i>	
Cost of revenue	\$ 23.3	\$ 24.7
Research and development ⁽⁵⁾	237.6	232.3
Sales and marketing	22.0	22.4
General and administrative	55.1	51.3
Total stock-based compensation	\$ 338.0	\$ 330.7

⁽²⁾ Includes expenses related to our reduction in workforce such as severance, benefits and other related items during the year ended December 31, 2023. See Note 1, "Description of the Business and Summary of Significant Accounting Policies - Reduction in Workforce" for additional information.

⁽³⁾ Includes a one-time gain of \$158.8 million related to the partial termination of our lease for our San Francisco, California corporate headquarters for the year ended December 31, 2023 and impairment charges related to real estate assets for the years ended December 31, 2023 and 2022.

⁽⁴⁾ Results of Operations for the year ended December 31, 2022 includes a one-time benefit from income taxes of \$420.2 million due to the release of a valuation allowance on the U.S. federal and certain state deferred tax assets.

⁽⁵⁾ On March 15, 2023, our President resigned, resulting in the reversal of \$6.7 million in stock-based compensation expense. Of the total amount reversed, \$4.4 million related to expense recognized prior to January 1, 2023.

[Table of Contents](#)

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

	Year Ended December 31,	
	2023	2022
	(As a % of revenue)*	
Revenue	100 %	100 %
Cost of revenue ⁽¹⁾⁽²⁾	19	19
Gross profit	81	81
Operating expenses ⁽¹⁾⁽²⁾ :		
Research and development	37	38
Sales and marketing	19	18
General and administrative	9	10
Net (gain) loss on real estate assets ⁽³⁾	(6)	8
Total operating expenses	59	73
Income from operations	22	8
Interest income (expense), net	1	—
Other (loss) income, net	—	—
Income before income taxes	22	8
(Provision for) benefit from income taxes ⁽⁴⁾	(4)	16
Net income	18 %	24 %

⁽¹⁾ Includes stock-based compensation as a percentage of revenue as follows:

	Year Ended December 31,	
	2023	2022
	(As a % of revenue)*	
Cost of revenue	1 %	1 %
Research and development ⁽⁵⁾	9	10
Sales and marketing	1	1
General and administrative	2	2
Total stock-based compensation	14 %	14 %

⁽²⁾ Includes expenses related to our reduction in workforce such as severance, benefits and other related items during the year ended December 31, 2023. See Note 1, "Description of the Business and Summary of Significant Accounting Policies - Reduction in Workforce" for additional information.

⁽³⁾ Includes a one-time gain of \$158.8 million related to the partial termination of our lease for our San Francisco, California corporate headquarters for the year ended December 31, 2023 and impairment charges related to real estate assets for the years ended December 31, 2023 and 2022.

⁽⁴⁾ Results of Operations for the year ended December 31, 2022 includes a one-time benefit from income taxes of \$420.2 million due to the release of a valuation allowance on the U.S. federal and certain state deferred tax assets.

⁽⁵⁾ On March 15, 2023, our President resigned, resulting in the reversal of \$6.7 million in stock-based compensation expense. Of the total amount reversed, \$4.4 million related to expense recognized prior to January 1, 2023.

* Percentages may not foot due to rounding.

Comparison of the years ended December 31, 2023 and 2022

Revenue

	Year Ended December 31,		\$ Change	% Change
	2023	2022		
	(In millions)			
Revenue	\$ 2,501.6	\$ 2,324.9	\$ 176.7	7.6 %

Revenue increased \$176.7 million or 7.6% during the year ended December 31, 2023, as compared to the year ended December 31, 2022, primarily due to an increase of \$215.7 million from additional paying users, and the acquisition of FormSwift in the fourth quarter of 2022. These increases were offset by a \$39.0 million unfavorable impact from changes in foreign exchange rates across multiple currencies.

Cost of revenue, gross profit, and gross margin

	Year Ended December 31,		\$ Change	% Change
	2023	2022		
	(In millions)			
Cost of revenue	\$ 478.5	\$ 444.2	\$ 34.3	7.7 %
Gross profit	2,023.1	1,880.7	142.4	7.6 %
Gross margin	81 %	81 %		

Cost of revenue increased \$34.3 million or 7.7% during the year ended December 31, 2023, as compared to the year ended December 31, 2022, primarily due to increases of \$13.4 million in infrastructure costs, \$7.2 million in credit card fees, \$6.3 million in amortization of intangible assets, \$5.0 million in outside services, and \$2.7 million in employee-related costs.

Our gross margin remained flat during the year ended December 31, 2023 compared to the year ended December 31, 2022, primarily due to a 7.6% increase in revenue during the period, which was offset by an increase in our cost of revenue described above.

Research and development

	Year Ended December 31,		\$ Change	% Change
	2023	2022		
	(In millions)			
Research and development	\$ 936.5	\$ 891.9	\$ 44.6	5.0 %

Research and development expenses increased \$44.6 million or 5.0% during the year ended December 31, 2023, as compared to the year ended December 31, 2022, primarily due to an increase of \$29.7 million in employee-related costs driven by costs attributable to our reduction in workforce, including severance. Additionally, there was an increase of \$18.0 million in third-party hosting and software fees. These increases were offset by a decrease of \$4.9 million in allocated overhead.

Sales and marketing

	Year Ended December 31,		\$ Change	% Change
	2023	2022		
	(In millions)			
Sales and marketing	\$ 466.0	\$ 409.4	\$ 56.6	13.8 %

[Table of Contents](#)

Sales and marketing expenses increased \$56.6 million or 13.8% during the year ended December 31, 2023, as compared to the year ended December 31, 2022, primarily due to increases of \$36.9 million related to advertising and other marketing related expenses, \$8.1 million in amortization of intangible assets, \$6.3 million in employee-related costs, and \$5.5 million in app store fees due to increased sales.

General and administrative

	Year Ended December 31,		\$ Change	% Change
	2023	2022		
	(In millions)			
General and administrative	\$ 237.1	\$ 222.9	\$ 14.2	6.4 %

General and administrative expenses increased \$14.2 million or 6.4% during the year ended December 31, 2023, as compared to the year ended December 31, 2022, primarily due to increases of \$18.3 million in employee-related costs, \$4.4 million in allocated overhead, and \$2.4 million in outside services. These increases were offset by a decrease of \$9.0 million in non-income based taxes.

Net (gain) loss on real estate assets

	Year Ended December 31,		\$ Change	% Change
	2023	2022		
	(In millions)			
Net (gain) loss on real estate assets	\$ (155.2)	\$ 175.2	\$ (330.4)	(189) %

Net (gain) loss on real estate assets was \$(155.2) million and \$175.2 million during the years ended December 31, 2023 and 2022, respectively, primarily due to a gain of \$158.8 million as a result of the partial termination of our lease for our San Francisco, California corporate headquarters, offset by \$3.6 million of impairment charges during the year ended December 31, 2023 as compared to \$175.2 million of impairment charges for the year ended December 31, 2022 due to changes in the corporate real estate market, which impacted our subleasing strategy in conjunction with our Virtual First model.

Interest income (expense), net

Interest income (expense), net increased by \$16.1 million during the year ended December 31, 2023, as compared to the year ended December 31, 2022, primarily due to higher interest income as a result of interest rate increases.

Other (loss) income, net

Other (loss) income, net decreased by \$11.8 million during the year ended December 31, 2023, as compared to the year ended December 31, 2022, primarily due to a \$6.2 million reduction in other income from sales of retired infrastructure assets and a \$5.1 million decrease in gains on equity investments.

(Provision for) benefit from income taxes

(Provision for) benefit from income taxes increased \$461.3 million during the year ended December 31, 2023, as compared to the year ended December 31, 2022, primarily due to \$420.2 million of tax benefits from the release of the valuation allowance on the U.S. federal and certain state deferred tax assets in the year ended December 31, 2022, and an increase in income before income taxes in the year ended December 31, 2023.

Liquidity and Capital Resources

As of December 31, 2023, we had cash and cash equivalents of \$614.9 million and short-term investments of \$741.1 million, which were held for working capital purposes. Our cash, cash equivalents, and short-term investments consist primarily of cash, money market funds, corporate notes and obligations, U.S. Treasury securities, certificates of deposit, asset-backed securities, commercial paper, foreign government securities, U.S. agency obligations, supranational securities, and municipal securities. As of December 31, 2023, \$362.7 million of our cash and cash equivalents was held by our foreign subsidiaries. We do not expect to incur material taxes in the event we repatriate any of these amounts. Our cash is held at several large financial institutions and our investments are focused on the preservation of capital, fulfillment of our liquidity needs, and maximization of investment performance within the parameters set forth in our investment policy and subject to market conditions. The investment policy sets forth credit rating minimums, permissible allocations, and limits our exposure to specific investment types. We believe these policies mitigate our exposure to risk concentrations.

We have historically financed our operations primarily through cash generated from our operations, the issuance of the Notes, equity issuances, and finance leases to finance infrastructure-related assets in co-location facilities that we directly lease and operate. We enter into finance leases in part to better match the timing of payments for infrastructure-related assets with that of cash received from our paying users. In our business model, some of our registered users convert to paying users over time, and consequently there is a lag between initial investment in infrastructure assets and cash received from some of our users. We also have a \$500.0 million credit facility for additional working capital flexibility, as described below.

In February 2021, we issued approximately \$1.4 billion in aggregate principal amount of convertible senior notes (the "Notes"), comprised of \$695.8 million in aggregate principal amount of 2026 Notes and \$693.3 million in aggregate principal amount of 2028 Notes. The net proceeds from the issuance of the 2026 Notes and 2028 Notes were \$684.8 million, net of debt issuance costs, and \$682.3 million, net of debt issuance costs, respectively. The 2026 Notes mature on March 1, 2026 and the 2028 Notes mature on March 1, 2028. The Notes of each series do not bear regular interest and the principal does not accrete. The Notes of each series may bear special interest as the remedy relating to our failure to comply with certain of our reporting obligations. These Notes can be converted or repurchased prior to maturity if certain conditions are met.

Our principal uses of cash in recent periods have been funding our operations, repurchases of our Class A common stock, purchases of short-term investments, the satisfaction of tax withholding obligations in connection with the settlement of restricted stock units and awards, making principal payments on our finance lease obligations, and capital expenditures. In February 2022, our Board of Directors authorized the repurchase of up to \$1.2 billion of the outstanding shares of our Class A common stock. In July 2023, our Board of Directors authorized the repurchase of up to an additional \$1.2 billion of the outstanding shares of our Class A common stock. Share repurchases will be made from time-to-time in private transactions or open market purchases as permitted by securities laws and other legal requirements and will be subject to a review of the circumstances in place at that time, including prevailing market prices. The program does not obligate us to repurchase any specific number of shares and has no specified time limit; it may be discontinued at any time. During the year ended December 31, 2023, we repurchased and subsequently retired 22.7 million shares of our Class A common stock for an aggregate amount of \$542.8 million. Included in the cost of treasury stock acquired pursuant to common share repurchases is the 1% excise tax imposed as part of the Inflation Reduction Act. The pace of our share repurchases may fluctuate due to various circumstances, including market conditions and our stock price.

In April 2017, we entered into a \$600.0 million credit facility with a syndicate of financial institutions, which we subsequently amended in February 2018, February 2021, and March 2023. Pursuant to the terms of the revolving credit facility, we may issue letters of credit under the revolving credit facility, which reduce the total amount available for borrowing under such facility. In February 2018, we amended our revolving credit facility to, among other things, permit us to make certain investments, enter into an unsecured standby letter of credit facility, and increase our standby letter of credit sublimit to \$187.5 million. We also increased our borrowing capacity under the revolving credit facility from \$600.0 million to \$725.0 million. In February 2021, we amended our revolving credit facility to decrease our borrowing capacity from \$725.0 million to \$500.0 million and the letter of credit sublimit from \$187.5 million to \$65.0 million. We may from time-to-time request increases in the borrowing capacity under the revolving credit facility of up to \$250.0 million, provided no event of default has occurred or is continuing or would result from such increase. In March 2023, we amended the revolving credit facility to update our borrowing benchmark from LIBOR to SOFR. The revolving credit facility terminates on February 23, 2026.

Interest on borrowings under the revolving credit facility accrues at a variable rate tied to SOFR or an alternative base rate, at our election. Interest is payable quarterly in arrears. Pursuant to the terms of the revolving credit facility, we are required to pay an annual commitment fee that accrues at a rate of 0.20% per annum on the unused portion of the borrowing commitments under the revolving credit facility. In addition, we are required to pay a fee in connection with letters of credit issued under the revolving credit facility that accrues at a rate of 1.375% per annum on the amount of such letters of credit

[Table of Contents](#)

outstanding. There is an additional fronting fee of 0.125% per annum multiplied by the average aggregate daily maximum amount available under all letters of credit.

The revolving credit facility contains customary conditions to borrowing, events of default, and covenants, including covenants that restrict our ability to incur indebtedness, grant liens, make distributions to our holders or our subsidiaries' equity interests, make investments, or engage in transactions with our affiliates. In addition, the revolving credit facility contains financial covenants, including a consolidated leverage ratio incurrence covenant and a minimum liquidity balance. We were in compliance with all covenants under the revolving credit facility as of December 31, 2023.

As of December 31, 2023, we had no amounts outstanding under the revolving credit facility and an aggregate of \$31.7 million in letters of credit issued under the revolving credit facility. Our total available borrowing capacity under the revolving credit facility was \$468.3 million as of December 31, 2023.

As of December 31, 2023, we have utilized a significant portion of our U.S. federal, state and foreign net operating losses. Future utilization of remaining net operating loss and research credit carryforwards are subject to statutory limits. Accordingly, we expect our cash tax obligations will increase in the foreseeable future.

We believe our existing cash and cash equivalents, together with our short-term investments, cash provided by operations and amounts available under the revolving credit facility, will be sufficient to meet our needs for the foreseeable future. In addition to the convertible notes discussed above, as of December 31, 2023, we have cash commitments due to additional known contractual obligations.

Our cash commitments due to known contractual obligations primarily relate to operating and finance lease arrangements. As of December 31, 2023, we additionally had \$191.7 million of commitments with third-party vendors for services related to our infrastructure, infrastructure warranty contracts, and asset retirement obligations for office modifications, with terms of 13 years or less.

Our operating lease arrangements consist of leases for our offices and datacenters with terms of 13 years or less. As of December 31, 2023, future non-cancelable minimum rental payments related to operating leases were \$674.7 million, which includes \$228.3 million of future contractual rent payments allocated to non-lease components, and excludes rent payments from our subtenants and variable operating expenses. As of December 31, 2023, we are entitled to non-cancelable rent payments from our subtenants of \$72.5 million, which will be collected over the next 10 years. Our finance lease arrangements primarily consist of leases for our infrastructure with terms of 4 years or less. As of December 31, 2023, future non-cancelable minimum rental payments under finance leases were \$307.2 million. Refer to Note 9, "Leases", for more information.

Our future capital requirements will depend on many factors including our revenue growth rate, subscription renewal activity, billing frequency, the timing and extent of spending to support further infrastructure development and research and development efforts, the timing and extent of additional capital expenditures to invest in collaboration spaces, our ability to sublease space at office locations where we have unused spaces, the satisfaction of tax withholding obligations for the release of restricted stock units and awards, the expansion of sales and marketing and international operation activities, the introduction of new product capabilities and enhancement of our platform, the continuing market acceptance of our platform, and the volume and timing of our share repurchases. We have and may in the future enter into arrangements to acquire or invest in complementary businesses, services, and technologies, including intellectual property rights. We may be required to seek additional equity or debt financing. In the event that additional financing is required from outside sources, we may not be able to raise it on terms acceptable to us or at all. If we are unable to raise additional capital when desired, our business, results of operations, and financial condition could be materially and adversely affected.

Our cash flow activities were as follows for the periods presented:

	Year Ended December 31,	
	2023	2022
	<i>(In millions)</i>	
Net cash provided by operating activities	\$ 783.7	\$ 797.3
Net cash provided by (used in) investing activities	395.2	(48.5)
Net cash used in financing activities	(799.2)	(1,041.8)
Effect of exchange rate changes on cash and cash equivalents	2.4	(7.2)
Net increase (decrease) in cash and cash equivalents	\$ 382.1	\$ (300.2)

Operating activities

Our largest source of operating cash is cash collections from our paying users for subscriptions to our platform. Our primary uses of cash from operating activities are for employee-related expenditures, infrastructure-related costs, and marketing expenses. Net cash provided by operating activities is impacted by our net income adjusted for certain non-cash items, including stock-based compensation, depreciation and amortization expenses, and net (gain) loss on real estate assets, as well as the effect of changes in operating assets and liabilities.

For the year ended December 31, 2023, net cash provided by operating activities was \$783.7 million, which primarily consisted of our net income of \$453.6 million, adjusted for stock-based compensation expense of \$338.0 million, depreciation and amortization expenses of \$170.0 million, net gain on real estate assets of \$155.2 million, and net cash outflow of \$146.8 million from operating assets and liabilities. The outflow from operating assets and liabilities was primarily due to the payment of our corporate bonus, payments for our reduction in workforce, payment for the termination fee for the partial termination of our lease for our San Francisco, California corporate headquarters, and key employee holdback payments related to acquisitions, offset by an increase in deferred revenue from increased subscription sales, as a majority of our paying users are invoiced in advance.

Investing activities

Net cash provided by (used in) investing activities is primarily impacted by net investment activity, which includes sales, maturities, and purchases of short-term investments, cash paid for acquisitions, and for purchasing infrastructure equipment in co-location facilities that we directly lease and operate.

For the year ended December 31, 2023, net cash provided by investing activities was \$395.2 million, which primarily related to \$395.9 million in net investment activity inflows, driven by the sales and maturities of short-term investments, net of purchases. The increase was partially offset by cash paid for capital expenditures of \$24.3 million related to purchases of infrastructure assets at our datacenters.

Financing activities

Net cash used in financing activities is primarily impacted by cash used for repurchases of common stock, tax withholding obligations for the release of restricted stock units ("RSUs") and restricted stock awards ("RSAs"), and principal payments on finance lease obligations for our infrastructure equipment.

For the year ended December 31, 2023, net cash used in financing activities was \$799.2 million, which primarily consisted of \$539.9 million for the repurchase of our common stock, \$135.1 million for the satisfaction of tax withholding obligations for the release of restricted stock units and awards, and \$126.6 million in principal payments on finance lease obligations.

Significant Impacts of Stock-Based Compensation

Co-Founder Grant

In December 2017, the Board of Directors approved the grant to Drew Houston, the Company's Co-Founder and Chief Executive Officer, of 10.3 million shares of Class A common stock in the form of RSAs (the "Co-Founder Grant"). This Co-Founder Grant has service-based, market-based, and performance-based vesting conditions. The Co-Founder Grant is excluded from Class A common stock issued and outstanding until the satisfaction of these vesting conditions. The Co-Founder Grant also provides the holder with certain stockholder rights, such as the right to vote the shares with the other holders of Class A common stock and a right to cumulative declared dividends.

The Co-Founder Grant is eligible to vest over the ten-year period following the date the Company's shares of Class A common stock commenced trading on the Nasdaq Global Select Market in connection with the Company's IPO. The Co-Founder Grant is comprised of nine tranches that are eligible to vest based on the achievement of stock price goals, each of which are referred to as a Stock Price Target, measured over a consecutive thirty-day trading period during the Performance Period. The Performance Period began on January 1, 2019.

Company Stock Price Target	Shares Eligible to Vest for Mr. Houston
\$30.00	2,066,667
\$37.50	1,033,334
\$45.00	1,033,334
\$52.50	1,033,333
\$60.00	1,033,333
\$67.50	1,033,333
\$75.00	1,033,333
\$82.50	1,033,333
\$90.00	1,033,333

The Performance Vesting Condition for the Co-Founder Grant was satisfied on the date the Company's shares of Class A common stock commenced trading on the Nasdaq Global Select Market in connection with the Company's IPO, which was March 23, 2018.

The first tranche of the Co-Founder Grant, or 2.1 million shares of Class A common stock, vested in the fourth quarter of 2021. The stock-based compensation expense for the Co-Founder Grant is recognized utilizing the accelerated attribution method over the requisite service period identified as the derived service period over which the market conditions are expected to be achieved, and is not reversed if the market conditions are not satisfied.

Critical Accounting Estimates

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

While our significant accounting policies are more fully described in Note 1 "Description of the Business and Summary of Significant Accounting Policies" to our Consolidated Financial Statements in Part II, Item 8 of this Annual Report on Form 10-K, we believe that the accounting policies described below involve a greater degree of judgment and estimation uncertainty.

Net (gain) loss on real estate assets

We assess any changes to lease agreements in accordance with ASC 842, Leases ("ASC 842"). When amendments to existing lease agreements occur, we remeasure and reallocate the remaining consideration to the lease and non-lease components in the contract using a relative standalone price allocation, as well as reassess the classification of the lease at the effective date of the modification.

In the fourth quarter of 2023, we executed an amendment to the lease ("the lease amendment") for our San Francisco, California corporate headquarters. As a result of the lease amendment, we remeasured the related lease liability and right-of-use asset using the estimated incremental borrowing rate as of the modification date and using a relative standalone price reallocation of total contract consideration between the lease and non-lease components of the contract. The non-lease components include common area maintenance costs, which are significant in relation to the overall agreement. The determination of the standalone price of the lease and non-lease components involved judgment and was based on assumptions including future market rent rates, free rent periods and anticipated increases to common area maintenance costs. As a result of the lease amendment, we recognized a one-time gain of \$158.8 million in the fourth quarter of 2023 from the corresponding remeasurement of the lease liability and adjustment to the right-of-use asset (which was previously impaired), partially offset by an increase in the liability for unrecoverable common area maintenance costs. Refer to Note 9, "Leases", for more information.

In accordance with ASC 360, Property, Plant, and Equipment ("ASC 360"), we evaluate our long-lived assets for impairment whenever events and circumstances indicate that the assets might be impaired. When the projected undiscounted

cash flows estimated to be generated by those assets are less than their carrying amounts, the assets are adjusted to their estimated fair value and an impairment loss is recorded as a component of operating income.

In the fourth quarter of 2020, as a result of our Virtual First strategy, we reassessed our asset groupings and evaluated the recoverability of our right-of-use and related lease assets, including leasehold improvements, furniture and fixtures, and computer equipment. We monitor ongoing changes in the corporate real estate market that may impact our subleasing strategy in conjunction with our Virtual First model. We recorded impairment charges related to real estate assets of \$3.6 million during the year ended December 31, 2023. Estimating the fair value of our real estate assets can require the application of significant judgment. Refer to Note 9, "Leases", for more information.

Income Taxes

Deferred income tax balances reflect the effects of temporary differences between the financial reporting and tax bases of our assets and liabilities using enacted tax rates expected to apply when taxes are actually paid or recovered. In addition, deferred tax assets are recorded for net operating loss and credit carryforwards.

A valuation allowance is provided against deferred tax assets unless it is more likely than not that they will be realized based on all available positive and negative evidence. Such evidence, which requires management's judgment, includes, but is not limited to, recent cumulative earnings or losses, expectations of future taxable income by taxing jurisdiction, and the carry-forward periods available for the utilization of deferred tax assets. To the extent sufficient positive evidence becomes available, we may release all or a portion of our valuation allowance in one or more future periods.

During the years ended December 31, 2023, and 2022, we evaluated the realizability of our deferred tax assets, which resulted in releasing part of our historical valuation allowance during the year ended December 31, 2022. Future releases of the remaining valuation allowance, if any, would result in the recognition of certain deferred tax assets which may include a material income tax benefit for the period in which such release is recorded. Refer to Note 14, "Income Taxes" to the Consolidated Financial Statements in Part II, Item 8 of this Annual Report on Form 10-K for more information.

Change in Accounting Estimate

In the first quarter of 2024, we determined that the useful lives of certain infrastructure server and component assets, which are included in "Property and equipment, net", should be increased from four to five years, as we plan to extend the economic life of these assets in light of recent technological advancements. This change in useful lives will be effective beginning in fiscal year 2024, and is expected to have an estimated favorable impact for the full fiscal year 2024 to cost of revenue and operating income of approximately \$30.5 million based on assets that were included in "Property and equipment, net" as of December 31, 2023.

Recent Accounting Pronouncements

See Note 1, "Description of the Business and Summary of Significant Accounting Policies" to our consolidated financial statements included elsewhere in this Annual Report on Form 10-K for recently adopted accounting pronouncements as of the date of this Annual Report on Form 10-K.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Interest rate risk

We had cash and cash equivalents of \$614.9 million and short-term investments of \$741.1 million as of December 31, 2023. We hold our cash and cash equivalents and short-term investments for working capital purposes. Our cash, cash equivalents, and short-term investments consist primarily of cash, money market funds, corporate notes and obligations, U.S. Treasury securities, certificates of deposit, asset-backed securities, commercial paper, foreign government securities, U.S. agency obligations, supranational securities, and municipal securities. The primary objectives of our investment activities are the preservation of capital, the fulfillment of liquidity needs, and the control of cash and investments. We do not enter into investments for trading or speculative purposes. Our cash equivalents and our portfolio of debt securities are subject to market risk due to changes in interest rates.

Any borrowings under the revolving credit facility bear interest at a variable rate tied to SOFR or an alternative base rate. As of December 31, 2023, we had no amounts outstanding under the revolving credit facility. We do not have any other long-term debt or financial liabilities with floating interest rates that would subject us to interest rate fluctuations.

As of December 31, 2023, a hypothetical increase in interest rates by 100 basis points would have resulted in a \$7.9 million reduction in the market value of our investment portfolio. This estimate is based on a sensitivity model that measures market value changes when changes in interest rates occur.

Foreign currency exchange risk

Our results of operations and cash flows are subject to fluctuations due to changes in foreign currency exchange rates relative to U.S. dollars, our reporting currency.

Most of our revenue is generated in U.S. dollars, with the remainder generated in Euros, British pounds sterling, Australian dollars, Canadian dollars, and Japanese yen.

Our expenses are generally denominated in the currencies in which our operations are located, which are primarily the United States and, to a lesser extent, Europe and Asia. The functional currency of Dropbox International Unlimited, our international headquarters and largest international entity, is denominated in U.S. dollars. Our results of operations and cash flows are, therefore, subject to fluctuations due to changes in foreign currency exchange rates in ways that are unrelated to our operating performance.

As exchange rates may fluctuate significantly between periods, revenue and operating expenses, when converted into U.S. dollars, may also experience significant fluctuations between periods. Volatile market conditions, including those arising from macroeconomic events, such as the volatility and uncertainty in the banking and financial services sector, increased interest rates, tightening of credit markets, as well as geopolitical events have and may in the future result in significant changes in exchange rates, and in particular a weakening of foreign currencies relative to the U.S. dollar has and may in the future negatively affect our revenue expressed in U.S. dollars. Historically, a majority of our revenue and operating expenses have been denominated in U.S. dollars, Euros, and British pounds sterling. Although we are impacted by the exchange rate movements from a number of currencies relative to the U.S. dollar, our results of operations are particularly impacted by fluctuations in the U.S. dollar-Euro and U.S. dollar-British pounds sterling exchange rates. During the year ended December 31, 2023, 27% of our sales were denominated in currencies other than U.S. dollars. Our expenses, by contrast, are primarily denominated in U.S. dollars. As a result, any increase in the value of the U.S. dollar against these foreign currencies could cause our revenue to decline relative to our costs, thereby decreasing our margins.

We recorded net foreign currency transaction losses of \$3.2 million and net foreign currency transaction gains of \$0.2 million during the years ended December 31, 2023 and 2022, respectively. A hypothetical 10% change in foreign currency rates would not have resulted in material gains or losses for the years ended December 31, 2023 and 2022.

To date, we have not engaged in any hedging activities. As our international operations grow, we will continue to reassess our approach to managing risks relating to fluctuations in currency rates.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

DROPBOX, INC.
INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

	Page
Report of Independent Registered Public Accounting Firm (PCAOB ID: 42)	67
Consolidated Balance Sheets	70
Consolidated Statements of Operations	71
Consolidated Statements of Comprehensive Income	72
Consolidated Statements of Stockholders' (Deficit) Equity	73
Consolidated Statements of Cash Flows	74
Notes to Consolidated Financial Statements	76

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and the Board of Directors of Dropbox, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Dropbox, Inc. (the Company) as of December 31, 2023 and 2022, the related consolidated statements of operations, comprehensive income, stockholders' (deficit) equity and cash flows for each of the three years in the period ended December 31, 2023, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2023 and 2022, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2023, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2023, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated February 16, 2024 expressed an unqualified opinion thereon.

Basis for Opinion

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

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

Critical Audit Matters

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

Revenue from Contracts with Customers

Description of the Matter As described in Note 1 to the consolidated financial statements, the Company derives its revenue from subscription fees from customers for access to its platform, which it recognizes ratably over the related contractual term. The Company's revenue recognition process involves several applications responsible for the initiation, processing, and recording of transactions from the Company's various sales channels, and the calculation of revenue in accordance with the Company's accounting policy.

Auditing the Company's accounting for revenue from contracts with customers was challenging and complex due to the high volume of individually-low-monetary-value transactions, and the dependency on the effective design and operation of multiple applications, some of which are specifically designed for the Company's business.

How We Addressed the Matter in Our Audit We obtained an understanding, evaluated the design, and tested the operating effectiveness of internal controls over the Company's accounting for revenue from contracts with customers. For example, with the assistance of IT professionals, we tested the controls over the initiation and billing of new and recurring subscriptions, the recognition of revenue, and the Company's cash to billings reconciliation process. We also tested the controls related to the key application interfaces between the initiation, billing, and accounting systems, which included controls related to access to the relevant applications and data and changes to the relevant systems and interfaces, as well as controls over the configuration of the relevant applications.

To test the Company's accounting for revenue from contracts with customers, we performed substantive audit procedures that included, among others, testing on a sample basis the completeness and accuracy of the underlying data within the Company's billing system, performing data analytics by extracting data from the billing system to evaluate the completeness and accuracy of recorded revenue and deferred revenue amounts, tracing a sample of sales transactions to source data, and testing a sample of cash to billings reconciliations.

Gain from remeasurement of operating lease liability and right-of-use asset

Description of the Matter As disclosed in Note 9 to the consolidated financial statements, in the year ended December 31, 2023, the Company executed a lease amendment related to its corporate headquarters. In accordance with ASC 842, the Company remeasured its related lease liability and adjusted the right-of-use asset as of the amendment date, resulting in a gain of \$158.8 million.

Auditing the remeasurement of the Company's lease liability was challenging and complex due to the estimation required by management to allocate the total consideration between the lease and non-lease components based on their relative standalone values. The estimation required the use of judgmental assumptions, including current and future market rent rates, that had a significant effect on the total consideration allocated to each component as well as the resulting gain from the remeasurement of the Company's operating lease liability and adjustment of the right-of-use asset.

How We Addressed the Matter in Our Audit We obtained an understanding, evaluated the design, and tested the operating effectiveness of internal controls over the Company's processes to remeasure the lease liability. For example, we tested the controls over the determination of the standalone values of the lease and non-lease components, including the determination and review of the underlying assumptions used to develop the Company's estimates.

Our testing of the Company's remeasurement of the lease liability included, among other procedures, evaluating the assumptions used to allocate the total consideration between the lease and non-lease components. For example, we compared the current and future rent rate assumptions to relevant market data, including recent sublease activity. We also involved our valuation specialists to assist in our evaluation of the assumptions used by management.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 2013.

San Francisco, California

February 16, 2024

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and the Board of Directors of Dropbox, Inc.

Opinion on Internal Control Over Financial Reporting

We have audited Dropbox, Inc.'s internal control over financial reporting as of December 31, 2023, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, Dropbox, Inc. (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2023, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of December 31, 2023 and 2022, the related consolidated statements of operations, comprehensive income, stockholders' (deficit) equity and cash flows for each of the three years in the period ended December 31, 2023, and the related notes and our report dated February 16, 2024 expressed an unqualified opinion thereon.

Basis for Opinion

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

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

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

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

/s/ Ernst & Young LLP

San Francisco, California
February 16, 2024

DROPBOX, INC.
CONSOLIDATED BALANCE SHEETS
(In millions, except for par value)

	As of December 31,	
	2023	2022
Assets		
Current assets:		
Cash and cash equivalents	\$ 614.9	\$ 232.8
Short-term investments	741.1	1,110.6
Trade and other receivables, net	68.7	53.8
Prepaid expenses and other current assets	91.9	92.6
Total current assets	1,516.6	1,489.8
Property and equipment, net	309.2	308.4
Operating lease right-of-use asset	183.8	260.6
Intangible assets, net	58.1	88.3
Goodwill	402.2	403.3
Deferred tax assets	460.4	498.7
Other assets	53.2	61.0
Total assets	\$ 2,983.5	\$ 3,110.1
Liabilities and stockholders' deficit		
Current liabilities:		
Accounts payable	\$ 38.5	\$ 38.6
Accrued and other current liabilities	155.2	139.9
Accrued compensation and benefits	109.2	131.7
Operating lease liability	57.4	68.9
Finance lease obligation	116.2	114.8
Deferred revenue	725.0	702.6
Total current liabilities	1,201.5	1,196.5
Operating lease liability, non-current	310.7	585.2
Finance lease obligation, non-current	168.5	151.7
Convertible senior notes, net, non-current	1,377.8	1,374.0
Other non-current liabilities	90.8	112.1
Total liabilities	3,149.3	3,419.5
Commitments and contingencies (Note 10)		
Stockholders' deficit:		
Convertible preferred stock, \$ 0.00001 par value; no shares authorized, issued and outstanding as of December 31, 2023; no shares authorized, issued and outstanding as of December 31, 2022	—	—
Preferred stock, \$ 0.00001 par value; 240.0 shares authorized, and no shares issued and outstanding as of December 31, 2023; 240.0 shares authorized and no shares issued and outstanding as of December 31, 2022	—	—
Common stock, \$ 0.00001 par value; Class A common stock - 2,400.0 shares authorized and 256.0 shares issued and outstanding as of December 31, 2023; 2,400.0 shares authorized and 267.2 shares issued and outstanding as of December 31, 2022; Class B common stock - 475.0 shares authorized and 80.7 shares issued and outstanding as of December 31, 2023; 475.0 shares authorized and 82.2 shares issued and outstanding as of December 31, 2022; Class C common stock - 800.0 shares authorized and no shares issued and outstanding as of December 31, 2023; 800.0 shares authorized and no shares issued and outstanding as of December 31, 2022	—	—
Additional paid-in-capital	2,598.0	2,511.6
Accumulated deficit	(2,742.3)	(2,772.1)
Accumulated other comprehensive loss	(21.5)	(48.9)
Total stockholders' deficit	(165.8)	(309.4)
Total liabilities and stockholders' deficit	\$ 2,983.5	\$ 3,110.1

See accompanying Notes to Consolidated Financial Statements.

DROPBOX, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS
(In millions, except per share data)

	Year Ended December 31,		
	2023	2022	2021
Revenue	\$ 2,501.6	\$ 2,324.9	\$ 2,157.9
Cost of revenue ⁽¹⁾⁽²⁾	478.5	444.2	444.2
Gross profit	2,023.1	1,880.7	1,713.7
Operating expenses: ⁽¹⁾⁽²⁾			
Research and development	936.5	891.9	755.9
Sales and marketing	466.0	409.4	427.5
General and administrative	237.1	222.9	224.6
Net (gain) loss on real estate assets ⁽³⁾⁽⁴⁾	(155.2)	175.2	31.3
Total operating expenses	1,484.4	1,699.4	1,439.3
Income from operations	538.7	181.3	274.4
Interest income (expense), net	19.4	3.3	(5.2)
Other (loss) income, net ⁽⁴⁾	(3.7)	8.1	30.1
Income before income taxes	554.4	192.7	299.3
(Provision for) benefit from income taxes ⁽⁵⁾	(100.8)	360.5	36.5
Net income	\$ 453.6	\$ 553.2	\$ 335.8
Net income per share-basic and diluted:			
Basic net income per share	\$ 1.33	\$ 1.53	\$ 0.87
Diluted net income per share	\$ 1.31	\$ 1.52	\$ 0.85
Weighted-average shares used in computing net income per share attributable to common stockholders, basic	341.2	361.2	388.0
Weighted-average shares used in computing net income per share attributable to common stockholders, diluted	345.6	363.3	395.8

⁽¹⁾ Includes stock-based compensation as follows:

	Year Ended December 31,		
	2023	2022	2021
Cost of revenue	\$ 23.3	\$ 24.7	\$ 23.2
Research and development ⁽⁶⁾	237.6	232.3	190.1
Sales and marketing	22.0	22.4	25.0
General and administrative	55.1	51.3	48.8
Total stock-based compensation	\$ 338.0	\$ 330.7	\$ 287.1

⁽²⁾ Includes expenses related to the Company's reduction in workforce such as severance, benefits and other related items during the year ended December 31, 2023. See Note 1, "Description of the Business and Summary of Significant Accounting Policies - Reduction in Workforce" for additional information.

⁽³⁾ Includes a one-time gain of \$ 158.8 million related to the partial termination of the Company's lease for its San Francisco, California corporate headquarters for the year ended December 31, 2023 and impairment charges related to real estate assets for the years ended December 31, 2023, 2022 and 2021.

⁽⁴⁾ For the year ended December 31, 2021, a \$ 13.6 million gain related to the partial termination of the Company's lease for its San Francisco, California corporate headquarters was reclassified from other (loss) income, net to net (gain) loss on real estate assets to conform with current period presentation.

⁽⁵⁾ Results of Operations for the year ended December 31, 2022 includes a one-time benefit from income taxes of \$ 420.2 million due to the release of a valuation allowance on the U.S. federal and certain state deferred tax assets. Results of Operations for the year ended December 31, 2021 includes a one-time benefit from income taxes of \$ 38.1 million from the release of a valuation allowance on the Irish deferred tax assets.

⁽⁶⁾ On March 15, 2023, the Company's President resigned, resulting in the reversal of \$ 6.7 million in stock-based compensation expense. Of the total amount reversed, \$ 4.4 million related to expense recognized prior to January 1, 2023.

See accompanying Notes to Consolidated Financial Statements.

DROPBOX, INC.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(In millions)

	Year Ended December 31,		
	2023	2022	2021
Net income	\$ 453.6	\$ 553.2	\$ 335.8
Other comprehensive income (loss):			
Change in foreign currency translation adjustments	0.2	(7.1)	(0.6)
Change in net unrealized gains and (losses) on short-term investments	27.2	(39.2)	(12.9)
Total other comprehensive income (loss)	\$ 27.4	\$ (46.3)	\$ (13.5)
Comprehensive income	\$ 481.0	\$ 506.9	\$ 322.3

See accompanying Notes to Consolidated Financial Statements.

DROPBOX, INC.
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' (DEFICIT) EQUITY
(In millions)

	Convertible preferred stock		Class A and Class B common stock		Additional paid-in capital	Accumulated deficit	Accumulated other comprehensive income (loss)	Total stockholders' (deficit) equity
	Shares	Amount	Shares	Amount				
Balance at December 31, 2020	—	\$ —	405.7	\$ —	\$ 2,564.3	\$ (2,241.4)	\$ 10.9	\$ 333.8
Release of restricted stock units and awards	—	—	14.8	—	—	—	—	—
Shares withheld related to net share settlement of restricted stock units and awards	—	—	(4.6)	—	(35.2)	(89.6)	—	(124.8)
Repurchases of common stock	—	—	(41.1)	—	(314.3)	(744.2)	—	(1,058.5)
Exercise of stock options and awards	—	—	0.7	—	6.9	—	—	6.9
Assumed stock options in connection with acquisition	—	—	—	—	1.2	—	—	1.2
Purchase of bond hedges in connection with issuance of convertible senior notes	—	—	—	—	(265.3)	—	—	(265.3)
Sale of warrants in connection with issuance of convertible senior notes	—	—	—	—	202.9	—	—	202.9
Tax benefit attributable to bond hedges purchased in connection with issuance of convertible senior notes	—	—	—	—	0.5	—	—	0.5
Stock-based compensation	—	—	—	—	287.1	—	—	287.1
Other comprehensive loss	—	—	—	—	—	—	(13.5)	(13.5)
Net income	—	—	—	—	—	335.8	—	335.8
Balance at December 31, 2021	—	\$ —	375.5	\$ —	\$ 2,448.1	\$ (2,739.4)	\$ (2.6)	\$ (293.9)
Release of restricted stock units and awards	—	—	14.4	—	—	—	—	—
Shares withheld related to net share settlement of restricted stock units and awards	—	—	(5.1)	—	(41.5)	(77.9)	—	(119.4)
Repurchases of common stock	—	—	(35.6)	—	(287.4)	(508.0)	—	(795.4)
Exercise of stock options and awards	—	—	0.2	—	0.5	—	—	0.5
Tax benefit attributable to bond hedges purchased in connection with issuance of convertible senior notes	—	—	—	—	61.2	—	—	61.2
Stock-based compensation	—	—	—	—	330.7	—	—	330.7
Other comprehensive loss	—	—	—	—	—	—	(46.3)	(46.3)
Net income	—	—	—	—	—	553.2	—	553.2
Balance at December 31, 2022	—	\$ —	349.4	\$ —	\$ 2,511.6	\$ (2,772.1)	\$ (48.9)	\$ (309.4)
Release of restricted stock units and awards	—	—	15.1	—	—	—	—	—
Shares withheld related to net share settlement of restricted stock units and awards	—	—	(5.3)	—	(48.5)	(86.6)	—	(135.1)
Repurchases of common stock	—	—	(22.7)	—	(205.6)	(337.2)	—	(542.8)
Exercise of stock options and awards	—	—	0.2	—	2.5	—	—	2.5
Stock-based compensation	—	—	—	—	338.0	—	—	338.0
Other comprehensive income	—	—	—	—	—	—	27.4	27.4
Net income	—	—	—	—	—	453.6	—	453.6
Balance at December 31, 2023	—	\$ —	336.7	\$ —	\$ 2,598.0	\$ (2,742.3)	\$ (21.5)	\$ (165.8)

See accompanying Notes to Consolidated Financial Statement

DROPBOX, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In millions)

	Year Ended December 31,		
	2023	2022	2021
Cash flow from operating activities			
Net income	\$ 453.6	\$ 553.2	\$ 335.8
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	170.0	157.1	151.4
Stock-based compensation	338.0	330.7	287.1
Net (gain) loss on real estate assets	(155.2)	175.2	17.7
Amortization of debt issuance costs	4.2	4.2	3.8
Net gains on equity investments	—	(5.0)	—
Amortization of deferred commissions	38.6	39.5	32.3
Non-cash operating lease expense	43.5	63.8	76.3
Deferred taxes	38.4	(396.3)	(37.5)
Other	(0.6)	(0.8)	(4.4)
Changes in operating assets and liabilities:			
Trade and other receivables, net	(14.5)	(5.5)	(6.2)
Prepaid expenses and other current assets	(41.1)	(50.0)	(58.4)
Other assets	23.3	(9.7)	11.7
Accounts payable	1.2	13.0	7.6
Accrued and other current liabilities	(20.8)	4.7	(28.6)
Accrued compensation and benefits	(22.6)	(6.8)	23.5
Deferred revenue	21.6	25.6	59.8
Other non-current liabilities	(1.5)	(17.9)	(13.1)
Operating lease liabilities	(65.4)	(86.4)	(102.1)
Tenant improvement allowance reimbursement	1.1	8.7	5.1
Cash paid for lease termination	(28.1)	—	(32.0)
Net cash provided by operating activities	783.7	797.3	729.8
Cash flow from investing activities			
Capital expenditures	(24.3)	(33.8)	(22.1)
Purchase of intangible assets	(0.3)	(1.1)	(6.8)
Business combinations, net of cash acquired	—	(75.4)	(140.0)
Purchases of short-term investments	(208.7)	(571.2)	(1,138.4)
Proceeds from sales of short-term investments	352.4	213.7	293.6
Proceeds from maturities of short-term investments	252.2	389.1	448.7
Proceeds from sales of equity investments	—	10.6	—
Other	23.9	19.6	40.2
Net cash provided by (used in) investing activities	395.2	(48.5)	(524.8)
Cash flow from financing activities			
Proceeds from issuance of convertible senior notes	—	—	1,389.1
Purchases of convertible note hedge in connection with issuance of convertible senior notes	—	—	(265.3)
Proceeds from sale of warrants in connection with issuance of convertible senior notes	—	—	202.9
Payments of debt issuance costs	(0.1)	—	(23.7)

	Year Ended December 31,		
	2023	2022	2021
Payments for taxes related to net share settlement of restricted stock units and awards	(135.1)	(119.4)	(124.8)
Proceeds from issuance of common stock, net of taxes withheld	2.5	0.5	6.9
Principal payments on finance lease obligations	(126.6)	(127.5)	(110.4)
Common stock repurchases	(539.9)	(795.4)	(1,058.5)
Net cash (used in) provided by financing activities	(799.2)	(1,041.8)	16.2
Effect of exchange rate changes on cash and cash equivalents	2.4	(7.2)	(3.1)
Change in cash and cash equivalents	382.1	(300.2)	218.1
Cash and cash equivalents - beginning of period	232.8	533.0	314.9
Cash and cash equivalents - end of period	\$ 614.9	\$ 232.8	\$ 533.0
Supplemental cash flow data:			
Cash paid during the period for:			
Interest	\$ 10.5	\$ 8.2	\$ 8.5
Income taxes	\$ 68.2	\$ 27.6	\$ 4.2
Non-cash investing and financing activities:			
Property and equipment received and accrued in accounts payable and accrued liabilities	\$ 2.0	\$ 2.6	\$ 5.6
Property and equipment acquired under finance leases	\$ 144.7	\$ 105.8	\$ 127.3

See accompanying Notes to Consolidated Financial Statements.

DROPBOX, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Amounts in tables are in millions except per share data, or as otherwise noted)

Note 1. Description of the Business and Summary of Significant Accounting Policies

Business

Dropbox, Inc. (the "Company" or "Dropbox") helps keep life organized and work moving. The Company was incorporated in May 2007 as Evenflow, Inc., a Delaware corporation, and changed its name to Dropbox, Inc. in October 2009. The Company is headquartered in San Francisco, California.

Basis of presentation and consolidation

The accompanying consolidated financial statements have been prepared in accordance with the United States of America generally accepted accounting principles ("GAAP"). The accompanying consolidated financial statements include the accounts of Dropbox and its wholly owned subsidiaries. All intercompany balances and transactions have been eliminated in consolidation.

Reclassifications

Certain reclassifications have been made to prior year balances in order to conform to the current period presentation. For the year ended December 31, 2021, a gain related to the partial termination of the Company's lease for its San Francisco, California corporate headquarters was reclassified from "Other (loss) income, net" to "Net (gain) loss on real estate assets". These reclassifications had no impact on the previously reported net income or accumulated deficit.

Use of estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported and disclosed in the Company's consolidated financial statements and accompanying notes. These estimates are based on information available as of the date of the consolidated financial statements. Management evaluates these estimates and assumptions on a regular basis. Actual results may differ materially from these estimates.

The Company's most significant estimates and judgments related to the remeasurement of its lease liability, valuation of right-of-use and related lease assets and income taxes.

In the first quarter of 2024, the Company determined that the useful lives of certain infrastructure server and component assets, which are included in "Property and equipment, net", should be increased from four to five years, as the Company plans to extend the economic life of these assets in light of recent technological advancements. This change in useful lives will be effective beginning fiscal year 2024, and will have an estimated favorable impact to cost of revenue and operating income in fiscal year 2024 of approximately \$ 30.5 million based on assets that were included in "Property and equipment, net" as of December 31, 2023.

Financial information about segments and geographic areas

The Company manages its operations and allocates resources as a single operating segment. Further, the Company manages, monitors, and reports its financials as a single reporting segment. The Company's chief operating decision-maker is its Chief Executive Officer, who reviews financial information presented on a consolidated basis for purposes of making operating decisions, assessing financial performance, and allocating resources. See Note 15 "Geographic Areas" for information regarding the Company's long-lived assets and revenue by geography.

Foreign currency transactions

The assets and liabilities of the Company's foreign subsidiaries are translated from their respective functional currencies into U.S. dollars at the exchange rates in effect at the balance sheet date. Revenue and expense amounts are translated at the average exchange rate for the period. Foreign currency translation gains and losses are recorded in other comprehensive income (loss), net of tax.

DROPBOX, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Amounts in tables are in millions except per share data, or as otherwise noted)

Gains and losses realized from foreign currency transactions (those transactions denominated in currencies other than the foreign subsidiaries' functional currency) are included in Other (loss) income, net. Monetary assets and liabilities are remeasured using foreign currency exchange rates at the end of the period, and non-monetary assets are remeasured based on historical exchange rates. The Company recorded net foreign currency transaction losses of \$ 3.2 million and net foreign currency transaction gains of \$ 0.2 million during the years ended December 31, 2023 and 2022, respectively.

Revenue recognition

The Company derives its revenue from subscription fees from customers for access to its platform. The Company's policy is to exclude sales and other indirect taxes when measuring the transaction price of its subscription agreements. The Company accounts for revenue contracts with customers through the following steps:

- Identification of the contract, or contracts, with a customer
- Identification of the performance obligations in the contract
- Determination of the transaction price
- Allocation of the transaction price to the performance obligations in the contract
- Recognition of revenue when, or as, the Company satisfies a performance obligation

The Company's subscription agreements are generally non-cancelable and have monthly or annual contractual terms with a small percentage having multi-year contractual terms. Revenue is recognized ratably over the related contractual term beginning on the date that the platform is made available to a customer. Access to the platform represents a series of distinct services as the Company continually provides access to, and fulfills its obligation to the end customer over the subscription term. The series of distinct services represents a single performance obligation that is satisfied over time. The Company recognizes revenue ratably because the customer receives and consumes the benefits of the platform throughout the contract period.

The Company bills in advance for monthly contracts and typically bills annually in advance for contracts with terms of one year or longer. The Company also recognizes an immaterial amount of contract assets, or unbilled receivables, primarily related to consideration for services completed but not billed at the reporting date. Unbilled receivables are classified as receivables when the Company has the right to invoice the customer.

The Company records contract liabilities when cash payments are received or due in advance of performance to deferred revenue. Deferred revenue primarily relates to the advance consideration received from the customer.

The price of subscriptions is generally fixed at contract inception and therefore, the Company's contracts do not contain a significant amount of variable consideration. As a result, the amount of revenue recognized in the periods presented from performance obligations satisfied (or partially satisfied) in previous periods was not material.

The Company recognized \$ 701.6 million, \$ 671.5 million and \$ 610.5 million of revenue during the years ended December 31, 2023, 2022 and 2021, respectively, that was included in the deferred revenue balances at the beginning of their respective periods.

As of December 31, 2023, future estimated revenue related to performance obligations that were unsatisfied or partially unsatisfied was \$ 799.5 million. The substantial majority of the unsatisfied performance obligations will be satisfied over the next twelve months.

Stock-based compensation

The Company has primarily granted restricted stock units ("RSUs") to its employees and members of the Board of Directors under the 2008 Equity Incentive Plan ("2008 Plan"), the 2017 Equity Incentive Plan ("2017 Plan"), and the 2018 Equity Incentive Plan ("2018 Plan" and together with the 2008 Plan and 2017 Plan, the "Dropbox Equity Incentive Plans"). Since August 2015, the Company has granted RSUs, which have a service-based vesting condition over a four-year period vesting quarterly, as the only stock-based awards to its employees, with the exception of awards granted to its co-founder and certain executives, and has not granted any stock options to employees under the Dropbox Equity Incentive Plans. The

DROPBOX, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Amounts in tables are in millions except per share data, or as otherwise noted)

Company recognizes compensation expense associated with RSUs on a straight-line basis over the requisite service period and accounts for forfeitures in the period in which they occur.

The Board of Directors determines the fair value of each share of underlying common stock based on the closing price of the Company's Class A common stock as reported on the Nasdaq Global Select Market on the date of the grant.

In December 2017, the Board of Directors approved the Company's Co-Founder Grant, consisting of 10.3 million shares of Class A Common Stock in the form of RSAs which were granted to Drew Houston, the Company's co-founder and Chief Executive Officer. This Co-Founder Grant has service-based, market-based, and performance-based vesting conditions. The Co-Founder Grant is excluded from Class A common stock issued and outstanding until the satisfaction of these vesting conditions. The Company estimated the grant date fair value of the Co-Founder Grant using a model based on multiple stock price paths developed through the use of a Monte Carlo simulation that incorporates into the valuation the possibility that certain stock price targets may not be satisfied. The first tranche of the Co-Founder Grant vested in the fourth quarter of 2021. The stock-based compensation expense for the Co-Founder Grant is recognized utilizing the accelerated attribution method over the requisite service period identified as the derived service period over which the market conditions are expected to be achieved, and is not reversed if the market conditions are not satisfied. Therefore, no incremental stock-based compensation was recognized upon vesting of these RSAs. See Note 12 "Stockholders' (Deficit) Equity" to our consolidated financial statements for further information.

Cost of revenue

Cost of revenue consists primarily of expenses associated with the storage, delivery, and distribution of the Company's platform for both paying users and free users. These costs, which are referred to as infrastructure costs, include depreciation of servers located in co-location facilities that the Company leases and operates, rent and facilities expense for those datacenters, network and bandwidth costs, support and maintenance costs for infrastructure equipment, and payments to third-party datacenter service providers. Cost of revenue also includes salaries, bonuses, benefits, travel-related expenses, and stock-based compensation, which are referred to as employee-related costs, for employees whose primary responsibilities relate to supporting the Company's infrastructure and delivering user support. Other non-employee costs included in cost of revenue include credit card fees related to processing customer transactions and allocated overhead, such as facilities, including rent, utilities, depreciation on leasehold improvements and other equipment shared by all departments, and shared information technology costs. In addition, cost of revenue includes amortization of developed technologies, professional fees related to user support initiatives, and property taxes related to the datacenters.

Reduction in Workforce

On April 27, 2023, the Company announced a reduction of its global workforce by approximately 16 % to streamline its team structure in support of its long-term growth and profitability objectives. The Company incurred charges of \$ 39.3 million in connection with the reduction in workforce, primarily consisting of cash expenditures for severance payments, employee benefits and related costs.

These severance and related charges are included within the Company's consolidated statements of operations for the year ended December 31, 2023 as follows:

Cost of revenue	\$	2.9
Research and development		27.8
Sales and marketing		6.7
General and administrative		1.9
Total Charges	\$	39.3

DROPBOX, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Amounts in tables are in millions except per share data, or as otherwise noted)

For the year ended December 31, 2023, changes in liabilities resulting from the severance charges and related accruals were as follows:

	Severance and Related Costs
Balance as of December 31, 2022	\$ —
Charges	39.3
Cash Payments	(39.3)
Balance as of December 31, 2023	\$ —

Advertising and promotional expense

Advertising and promotional expenses are primarily included in sales and marketing expenses within the consolidated statements of operations and are expensed when incurred. Advertising and promotional expenses were \$ 131.7 million, \$ 94.8 million, and \$ 108.6 million during the years ended December 31, 2023, 2022, and 2021, respectively.

Cash and cash equivalents

Cash consists primarily of cash on deposit with banks and includes amounts in transit from payment processors for credit and debit card transactions, which typically settle within five business days. Cash equivalents include highly liquid investments purchased with an original maturity date of 90 days or less from the date of purchase.

The Company monitors its credit risk by considering factors such as historical experience, credit ratings, current economic conditions, and reasonable and supportable forecasts.

Short-term investments

The Company's short-term investments are primarily comprised of corporate notes and obligations, U.S. Treasury securities, certificates of deposit, asset-backed securities, commercial paper, U.S. agency obligations, foreign government securities, supranational securities, and municipal securities. The Company determines the appropriate classification of its short-term investments at the time of purchase and reevaluates such designation at each balance sheet date. The Company has classified and accounted for its short-term investments as available-for-sale securities as the Company may sell these securities at any time for use in its current operations or for other purposes, even prior to maturity. As a result, the Company classifies its short-term investments, including securities with stated maturities beyond twelve months, within current assets in the consolidated balance sheets.

The Company's short-term investments are recorded at fair value each reporting period. Unrealized gains and losses on these short-term investments are reported as a separate component of accumulated other comprehensive loss in the consolidated balance sheets until realized. Unrealized gains and losses for any short-term investments that management intends to sell or it is more likely than not that management will be required to sell prior to their anticipated recovery are recorded in other income, net. The Company segments its portfolio based on the underlying risk profiles of the securities and has a zero-loss expectation for U.S. treasury and U.S. government agency securities. The Company regularly reviews the securities in an unrealized loss position and evaluates the current expected credit loss by considering factors such as credit ratings, issuer-specific factors, current economic conditions, and reasonable and supportable forecasts. The Company did not record any material credit losses during the year ended December 31, 2023. As of December 31, 2023 and 2022, no allowance for credit losses in short-term investments was recorded.

Concentrations of risk

Financial instruments that potentially subject the Company to significant concentrations of credit risk consist primarily of cash, cash equivalents, accounts receivable, and short-term investments. Although the Company deposits its cash and cash equivalents with multiple well-established financial institutions, the deposits, at times, may exceed federally insured limits. The Company has not experienced any losses on its deposits of cash and cash equivalents and management believes that the institutions where the Company has deposits are financially stable and, accordingly, minimal credit risk exists.

Trade accounts receivable are typically unsecured and are derived from revenue earned from customers located around the world. Two distribution partners accounted for 11 % and 43 % of total trade and other receivables, net as of December 31,

DROPBOX, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Amounts in tables are in millions except per share data, or as otherwise noted)

2023. Two distribution partners accounted for 12 % and 30 % of total trade and other receivables, net as of December 31, 2022. No customer accounted for more than 10% of the Company's revenue in the periods presented.

The Company hosts its services and serves all of its users using a combination of its own custom-built infrastructure that it leases and operates in co-location facilities and third-party datacenter services such as Amazon Web Services ("AWS"). The Company's technology infrastructure, combined with select use of AWS resources, provides a distributed and scalable architecture on a global scale. The Company has designed its platform with multiple layers of redundancy to guard against data loss and deliver high availability.

Trade and other receivables, net

Trade and other receivables, net consists primarily of trade receivables that are recorded at the invoice amount, net of an allowance for expected credit losses.

The allowance for expected credit losses is based on the Company's assessment of the collectability of accounts receivable. The Company assesses collectability by reviewing accounts receivable on a collective basis where similar characteristics exist and on an individual basis when the Company identifies specific customers with known disputes or collectability issues. The Company regularly reviews the adequacy of the allowance for expected credit losses by considering the age of each outstanding invoice, the collection history of each customer, and other relevant factors, including contractual term and current and future economic conditions. The Company's allowance for expected credit losses was \$ 1.1 million and \$ 0.7 million as of December 31, 2023 and 2022, respectively.

Non-trade receivables

The Company records non-trade receivables to reflect amounts due for activities outside of its subscription agreements, such as indemnification assets and receivables from tenants. Non-trade receivables totaled \$ 6.9 million and \$ 6.5 million, as of December 31, 2023 and 2022, respectively, and are classified within prepaid expenses and other current assets in the accompanying consolidated balance sheets. See "—Lease obligations" for further discussion.

Deferred commissions, net

Deferred commissions, net is stated as gross deferred commissions less accumulated amortization. Deferred commissions are considered to be incremental and recoverable costs of obtaining a contract with a customer such as sales commissions earned by the Company's sales force including related payroll taxes and revenue share earned by strategic partners. These amounts have been capitalized as deferred commissions within prepaid and other current assets and other assets on the consolidated balance sheets. The Company deferred incremental costs of obtaining a contract of \$ 24.7 million and \$ 33.5 million during the years ended December 31, 2023 and 2022, respectively.

Deferred commissions, net included in prepaid and other current assets were \$ 23.4 million and \$ 33.6 million as of December 31, 2023 and 2022, respectively. Deferred commissions, net included in other assets were \$ 22.0 million and \$ 25.7 million as of December 31, 2023 and 2022, respectively.

Commissions related to new contracts are typically deferred and amortized over a period of benefit of five years. The period of benefit was estimated by considering factors such as historical customer attrition rates, the useful life of the Company's technology, and the impact of competition in its industry. Commissions that are commensurate with renewal contracts are typically amortized over one year. Amortization of deferred commissions was \$ 38.6 million, \$ 39.5 million and \$ 32.3 million for the years ended December 31, 2023, 2022 and 2021 respectively. Amortization of deferred commissions costs are included in sales and marketing expense in the accompanying consolidated statements of operations. There was no impairment loss in relation to the deferred costs for any period presented.

Property and equipment, net

Equipment is stated at cost less accumulated depreciation. Depreciation is computed using the straight-line method over the estimated useful life of the related asset, which is generally three to seven years. Leasehold improvements are amortized on a straight-line basis over the shorter of their estimated useful lives or the term of the related lease.

DROPBOX, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Amounts in tables are in millions except per share data, or as otherwise noted)

The following table presents the estimated useful lives of property and equipment:

Property and equipment	Useful life
Buildings	20 to 30 years
Datacenter and other computer equipment	3 to 5 years
Office equipment and other	3 to 7 years
Leasehold improvements	Lesser of estimated useful life or remaining lease term

Lease obligations

The Company leases office space, datacenters, and equipment under non-cancelable finance and operating leases with various expiration dates through 2036. The Company determines if an arrangement contains a lease at inception.

Operating lease right-of-use assets and lease liabilities are recognized at the present value of the future lease payments at commencement date. The interest rate implicit in the Company's operating leases is not readily determinable, and therefore an incremental borrowing rate is estimated to determine the present value of future payments. The estimated incremental borrowing rate factors in a hypothetical interest rate on a collateralized basis with similar terms, payments, and economic environments. Operating lease right-of-use assets also include any prepaid lease payments and lease incentives.

Certain of the operating lease agreements contain rent concession, rent escalation, and option to renew provisions. Rent concession and rent escalation provisions are considered in determining the single lease cost to be recorded over the lease term. Single lease cost is recognized on a straight-line basis over the lease term commencing on the date the Company has the right to use the leased property. The lease terms may include options to extend or terminate the lease. The Company generally uses the base, non-cancelable, lease term when recognizing the lease assets and liabilities, unless it is reasonably certain that the option will be exercised.

In addition, certain operating lease agreements contain tenant improvement allowances from its landlords. These allowances are accounted for as lease incentives and decrease the Company's right-of-use asset and reduce single lease cost over the lease term.

As part of the Company's Virtual First strategy, Dropbox has retained a portion of its office space for in-person collaboration while the remainder will be subleased. The Company recorded total impairment charges of \$ 3.6 million, \$ 175.2 million and \$ 31.3 million during the years ended December 31, 2023, 2022 and 2021, respectively, related to real estate assets as a result of changes in the corporate real estate market which impacted the Company's subleasing strategy in conjunction with the Virtual First model. See Note 9 "Leases" to our consolidated financial statements included elsewhere in this Annual Report on Form 10-K for further information.

In the fourth quarter of 2023, the Company executed an amendment to partially terminate the lease ("the lease amendment") for its San Francisco, California corporate headquarters. As a result of the lease amendment, the Company recognized a one-time gain of \$ 158.8 million in the fourth quarter of 2023 from the corresponding remeasurement of the lease liability and adjustment of the right-of-use asset (which was previously impaired), partially offset by an increase in the liability for unrecoverable common area maintenance costs. In the fourth quarter of 2021, the Company also executed an amendment to partially terminate its San Francisco, California corporate headquarters. As a result of the lease amendment, the Company recognized a one-time gain of \$ 13.6 million from the corresponding remeasurement of the lease liability and adjustment of the right-of-use asset. The gains are recorded within net (gain) loss on real estate assets. See Note 9 "Leases" for further information.

The Company leases certain equipment from various third parties, through equipment finance leases. These leases either include a bargain purchase option, a full transfer of ownership at the completion of the lease term, or the terms of the leases are at least 75 percent of the useful lives of the assets and are therefore classified as finance leases. These leases are capitalized in property and equipment, net and the related amortization of assets under finance leases is included in depreciation and amortization expense in the Company's consolidated statements of operations. Initial asset values and finance lease obligations are based on the present value of future minimum lease payments.

DROPBOX, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Amounts in tables are in millions except per share data, or as otherwise noted)

The Company's finance lease agreements may contain lease and non-lease components. The non-lease components include payments for support on infrastructure equipment obtained via finance leases, which when not significant in relation to the overall agreement, are combined with the lease components and accounted for together as a single lease component.

Internal use software

The Company capitalizes certain costs related to developed or modified software solely for its internal use and cloud-based applications used to deliver its platform. The Company capitalizes costs during the application development stage once the preliminary project stage is complete, management authorizes and commits to funding the project, and it is probable that the project will be completed and that the software will be used to perform the function intended. Costs related to preliminary project activities and post implementation activities are expensed as incurred. Capitalized internal use software costs were not material to the Company's consolidated financial statements during the years ended December 31, 2023, 2022 and 2021.

Business combinations

The Company uses best estimates and assumptions, including but not limited to, future expected cash flows, expected asset lives, and discount rates, to assign a fair value to the tangible and intangible assets acquired and liabilities assumed in business combinations as of the acquisition date. These estimates are inherently uncertain and subject to refinement. During the measurement period, which may be up to one year from the acquisition date, adjustments to the fair value of these tangible and intangible assets acquired and liabilities assumed may be recorded, with the corresponding offset to goodwill. Upon the conclusion of the measurement period or final determination of the fair value of assets acquired or liabilities assumed, whichever comes first, any subsequent adjustments are recorded to the Company's consolidated statements of operations.

Long-lived assets, including goodwill and other acquired intangible assets, net

The Company evaluates the recoverability of its property and equipment and finite-lived intangible assets for possible impairment whenever events or circumstances indicate that the carrying amount of such assets may not be recoverable. The evaluation is performed at the lowest level for which identifiable cash flows are largely independent of the cash flows of other assets and liabilities. Recoverability of these assets is measured by a comparison of the carrying amounts to the future undiscounted cash flows the assets are expected to generate. If such review determines that the carrying amount of specific property and equipment or intangible assets is not recoverable, the carrying amount of such assets is reduced to its fair value.

The Company reviews goodwill for impairment at least annually in the fourth quarter, or more frequently if events or changes in circumstances would more likely than not reduce the fair value of its single reporting unit below its carrying value. At December 31, 2023, the single reporting unit had a negative carrying value of net assets. Goodwill allocated to the single reporting unit is \$ 402.2 million at December 31, 2023.

The Company has not recorded impairment charges on goodwill or intangible assets for the periods presented in these consolidated financial statements.

The Company recorded total impairment charges of \$ 3.6 million, \$ 175.2 million and \$ 31.3 million during the years ended December 31, 2023, 2022 and 2021, respectively, related to real estate assets as a result of changes in the corporate real estate market which impacted the Company's subleasing strategy in conjunction with our Virtual First model. See Note 9 "Leases" for further information.

Acquired property and equipment and finite-lived intangible assets are amortized over their useful lives. The Company evaluates the estimated remaining useful life of these assets when events or changes in circumstances warrant a revision to the remaining period of amortization. If the Company revises the estimated useful life assumption for any asset, the remaining unamortized balance is amortized or depreciated over the revised estimated useful life on a prospective basis.

Income taxes

Deferred income tax balances reflect the effects of temporary differences between the financial reporting and tax bases of the Company's assets and liabilities using enacted tax rates expected to apply when taxes are actually paid or recovered. In addition, deferred tax assets are recorded for net operating loss and credit carryforwards.

DROPBOX, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Amounts in tables are in millions except per share data, or as otherwise noted)

A valuation allowance is provided against deferred tax assets unless it is more likely than not that they will be realized based on all available positive and negative evidence. Such evidence includes, but is not limited to, recent cumulative earnings or losses, expectations of future taxable income by taxing jurisdiction, and the carry-forward periods available for the utilization of deferred tax assets. As of December 31, 2022, the Company released the valuation allowance on its U.S. federal and certain state deferred tax assets resulting in an income tax benefit of \$ 420.2 million.

The Company uses a two-step approach to recognizing and measuring uncertain income tax positions. The first step is to evaluate the tax position for recognition by determining if the weight of available evidence indicates it is more likely than not that the position will be sustained on audit. The second step is to measure the tax benefit as the largest amount, which is more than 50% likely of being realized upon ultimate settlement. The Company recognizes interest and penalties related to unrecognized tax benefits as income tax expense.

Although the Company believes that it has adequately reserved for its uncertain tax positions, it can provide no assurance that the final tax outcome of these matters will not be materially different. The Company evaluates its uncertain tax positions on a regular basis and evaluations are based on a number of factors, including changes in facts and circumstances, changes in tax law, correspondence with tax authorities during the course of an audit, and effective settlement of audit issues.

To the extent that the final tax outcome of these matters is different than the amounts recorded, such differences will affect the provision for income taxes in the period in which such determination is made and could have a material impact on the Company's financial condition and results of operations.

The Tax Cuts and Jobs Act of 2017 ("TCJA") subjects a U.S. shareholder to current tax on global intangible low-taxed income ("GILTI") earned by foreign subsidiaries. The Company accounts for GILTI as a period cost as incurred.

Fair value measurement

The Company applies fair value accounting for all financial assets and liabilities and non-financial assets and liabilities that are recognized or disclosed at fair value in the financial statements on a recurring basis. The Company defines fair value as the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. When determining fair value measurements for assets and liabilities, the Company considers the principal or most advantageous market in which it would transact and the market-based risk measurements or assumptions that market participants would use in pricing the asset or liability, such as risks inherent in valuation techniques, transfer restrictions, and credit risk. Fair value is estimated by applying the following hierarchy, which prioritizes the inputs used to measure fair value into three levels and bases the categorization within the hierarchy upon the lowest level of input that is available and significant to the fair value measurement:

Level 1—Quoted prices in active markets for identical assets or liabilities.

Level 2—Observable inputs other than quoted prices in active markets for identical assets and liabilities, quoted prices for identical or similar assets or liabilities in inactive markets, or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3—Inputs that are generally unobservable and typically reflect management's estimate of assumptions that market participants would use in pricing the asset or liability.

Recently issued accounting pronouncements not yet adopted

In November 2023, the FASB issued ASU 2023-07, *Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures*, which requires disclosure of incremental segment information on an annual and interim basis. ASU 2023-07 will be effective for the fiscal year beginning January 1, 2024, and interim periods within the fiscal year beginning January 1, 2025, with early adoption permitted, and requiring application on a fully retrospective basis. The Company is currently evaluating the impact of this standard on the Company's consolidated financial statement disclosures.

In December 2023, the FASB issued ASU 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures*, to enhance income tax disclosures primarily through changes in rate reconciliation and income taxes paid disclosures. The amendments in ASU 2023-09 are effective for annual periods beginning after December 15, 2024 on a

DROPBOX, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Amounts in tables are in millions except per share data, or as otherwise noted)

prospective basis. Early adoption is permitted. The Company is currently evaluating the impact of this standard on the Company's consolidated financial statement disclosures.

Recently adopted accounting pronouncements

In March 2022, the FASB issued ASU 2022-02, *Financial Instruments—Credit Losses (Topic 326): Troubled Debt Restructurings and Vintage Disclosures*, which eliminates the accounting guidance on troubled debt restructurings for creditors in ASC 310-40 and amends the guidance on "vintage disclosures" to require disclosure of current-period gross write-offs by year of origination. The ASU also updates the requirements related to accounting for credit losses under ASC 326 and adds enhanced disclosures for creditors with respect to loan refinancings and restructurings for borrowers experiencing financial difficulty. The Company adopted ASU 2022-02 on January 1, 2023. The adoption of the standard did not have a material impact on the Company's consolidated financial statements.

Note 2. Cash, Cash Equivalents and Short-Term Investments

The amortized cost, unrealized gains and losses and estimated fair value of the Company's cash, cash equivalents and short-term investments as of December 31, 2023 and 2022 consisted of the following:

	As of December 31, 2023			
	Amortized Cost	Unrealized Gain	Unrealized Loss	Estimated Fair Value
Cash	\$ 81.3	\$ —	\$ —	\$ 81.3
Cash equivalents				
Money market funds	514.8	—	—	514.8
U.S. Treasury securities	10.0	—	—	10.0
Commercial paper	4.4	—	—	4.4
Corporate notes and obligations	2.9	—	—	2.9
Certificates of deposit	1.3	—	—	1.3
Municipal securities	0.2	—	—	0.2
Total cash & cash equivalents	\$ 614.9	\$ —	\$ —	\$ 614.9
Short-term investments				
Corporate notes and obligations	359.6	0.4	(10.3)	349.7
U.S. Treasury securities	231.2	0.2	(6.1)	225.3
Asset backed securities	72.3	—	(2.3)	70.0
Municipal securities	48.3	—	(2.0)	46.3
Commercial paper	30.7	—	—	30.7
Certificates of deposit	8.4	—	—	8.4
U.S. agency obligations	6.0	—	(0.3)	5.7
Foreign government obligations	3.5	—	(0.2)	3.3
Supranational securities	1.8	—	(0.1)	1.7
Total short-term investments	761.8	0.6	(21.3)	741.1
Total	\$ 1,376.7	\$ 0.6	\$ (21.3)	\$ 1,356.0

DROPBOX, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Amounts in tables are in millions except per share data, or as otherwise noted)

As of December 31, 2022				
	Amortized Cost	Unrealized Gain	Unrealized Loss	Estimated Fair Value
Cash	\$ 90.1	\$ —	\$ —	\$ 90.1
Cash equivalents				
Money market funds	139.5	—	—	139.5
Commercial paper	3.2	—	—	3.2
Total cash & cash equivalents	<u>\$ 232.8</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 232.8</u>
Short-term investments				
Corporate notes and obligations	512.1	0.1	(22.7)	489.5
U.S. Treasury securities	360.2	0.2	(14.0)	346.4
Asset backed securities	117.6	—	(6.0)	111.6
Municipal securities	65.3	—	(4.1)	61.2
Commercial paper	46.4	—	—	46.4
Certificates of deposit	29.1	—	—	29.1
U.S. agency obligations	18.4	—	(0.8)	17.6
Foreign government obligations	6.0	—	(0.4)	5.6
Supranational securities	3.4	—	(0.2)	3.2
Total short-term investments	<u>1,158.5</u>	<u>0.3</u>	<u>(48.2)</u>	<u>1,110.6</u>
Total	<u>\$ 1,391.3</u>	<u>\$ 0.3</u>	<u>\$ (48.2)</u>	<u>\$ 1,343.4</u>

Included in cash and cash equivalents is cash in transit from payment processors for credit and debit card transactions of \$ 17.0 million and \$ 12.4 million as of December 31, 2023 and 2022, respectively.

All short-term investments were designated as available-for-sale securities as of December 31, 2023 and 2022.

The following table presents the contractual maturities of the Company's short-term investments as of December 31, 2023:

As of December 31, 2023		
	Amortized cost	Estimated fair value
Due within one year	\$ 306.9	\$ 304.2
Due between one to three years	407.1	390.7
Due after three years	47.8	46.2
Total	<u>\$ 761.8</u>	<u>\$ 741.1</u>

The Company had 398 short-term investments in unrealized loss positions as of December 31, 2023. There were no material gains or losses from short-term investments that were reclassified out of accumulated other comprehensive loss for the years ended December 31, 2023 or 2022.

As of December 31, 2023, the Company's short-term investments portfolio consisted of nine security types, seven of which were in an unrealized loss position. The Company's short-term investments had unrealized losses of approximately \$ 21.3 million as of December 31, 2023. The following tables present the breakdown of the short-term investments that have been in a continuous unrealized loss position aggregated by investment category, as of December 31, 2023 and 2022:

DROPBOX, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Amounts in tables are in millions except per share data, or as otherwise noted)

As of December 31, 2023						
	Less than 12 months		More than 12 months		Total	
	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses
Corporate notes and obligations	\$ 25.1	\$ (0.1)	\$ 240.3	\$ (10.2)	\$ 265.4	\$ (10.3)
U.S. Treasury securities	17.8	(0.1)	174.0	(6.0)	191.8	(6.1)
Asset backed securities	0.6	—	66.0	(2.3)	66.6	(2.3)
Municipal securities	—	—	46.1	(2.0)	46.1	(2.0)
U.S. agency obligations	—	—	3.5	(0.3)	3.5	(0.3)
Foreign government obligations	—	—	3.3	(0.2)	3.3	(0.2)
Supranational securities	—	—	1.6	(0.1)	1.6	(0.1)
Total	\$ 43.5	\$ (0.2)	\$ 534.8	\$ (21.1)	\$ 578.3	\$ (21.3)

As of December 31, 2022						
	Less than 12 months		More than 12 months		Total	
	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses
Corporate notes and obligations	\$ 176.5	\$ (3.5)	\$ 292.3	\$ (19.2)	\$ 468.8	\$ (22.7)
U.S. Treasury securities	110.9	(1.8)	176.9	(12.2)	287.8	(14.0)
Asset backed securities	13.7	(0.4)	90.4	(5.6)	104.1	(6.0)
Municipal securities	9.3	(0.3)	51.6	(3.8)	60.9	(4.1)
U.S. agency obligations	3.9	—	13.8	(0.8)	17.7	(0.8)
Foreign government obligations	—	—	5.5	(0.4)	5.5	(0.4)
Supranational securities	—	—	3.2	(0.2)	3.2	(0.2)
Total	\$ 314.3	\$ (6.0)	\$ 633.7	\$ (42.2)	\$ 948.0	\$ (48.2)

Unrealized losses on short-term investments have not been recorded into income because management does not intend to sell nor will be required to sell these securities prior to their anticipated recovery, and for which the decline in fair value is largely due to changes in interest rates. The credit ratings associated with the corporate notes and obligations are mostly unchanged, are highly rated and the issuers continue to make timely principal and interest payments.

The Company recorded interest income from its cash, cash equivalents, and short-term investments of \$ 34.6 million, \$ 15.7 million and \$ 7.5 million during the years ended December 31, 2023, 2022 and 2021, respectively.

Note 3. Fair Value Measurements

The Company measures its financial instruments at fair value each reporting period using a fair value hierarchy that prioritizes the use of observable inputs and minimizes the use of unobservable inputs when measuring fair value. A financial instrument's classification within the fair value hierarchy is based upon the lowest level of input that is significant to the fair value measurement.

DROPBOX, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Amounts in tables are in millions except per share data, or as otherwise noted)

The following table presents information about the Company's financial instruments that are measured at fair value on a recurring basis using the input categories discussed in Note 1:

	As of December 31, 2023			
	Level 1	Level 2	Level 3	Total
Cash equivalents				
Money market funds	\$ 514.8	\$ —	\$ —	\$ 514.8
U.S. Treasury securities	—	10.0	—	10.0
Commercial paper	—	4.4	—	4.4
Corporate notes and obligations	—	2.9	—	2.9
Certificates of deposit	—	1.3	—	1.3
Municipal securities	—	0.2	—	0.2
Total cash equivalents	\$ 514.8	\$ 18.8	\$ —	\$ 533.6
Short-term investments				
Corporate notes and obligations	—	349.7	—	349.7
U.S. Treasury securities	—	225.3	—	225.3
Asset backed securities	—	70.0	—	70.0
Municipal securities	—	46.3	—	46.3
Commercial paper	—	30.7	—	30.7
Certificates of deposit	—	8.4	—	8.4
U.S. agency obligations	—	5.7	—	5.7
Foreign government obligations	—	3.3	—	3.3
Supranational securities	—	1.7	—	1.7
Total short-term investments	—	741.1	—	741.1
Total	\$ 514.8	\$ 759.9	\$ —	\$ 1,274.7

	As of December 31, 2022			
	Level 1	Level 2	Level 3	Total
Cash equivalents				
Money market funds	\$ 139.5	\$ —	\$ —	\$ 139.5
Commercial paper	—	3.2	—	3.2
Total cash equivalents	\$ 139.5	\$ 3.2	\$ —	\$ 142.7
Short-term investments				
Corporate notes and obligations	—	489.5	—	489.5
U.S. Treasury securities	—	346.4	—	346.4
Asset backed securities	—	111.6	—	111.6
Municipal securities	—	61.2	—	61.2
Commercial paper	—	46.4	—	46.4
Certificates of deposit	—	29.1	—	29.1
U.S. agency obligations	—	17.6	—	17.6
Foreign government obligations	—	5.6	—	5.6
Supranational securities	—	3.2	—	3.2
Total short-term investments	—	1,110.6	—	1,110.6
Total	\$ 139.5	\$ 1,113.8	\$ —	\$ 1,253.3

DROPBOX, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Amounts in tables are in millions except per share data, or as otherwise noted)

The Company had no transfers between levels of the fair value hierarchy during the periods presented.

The carrying amounts of certain financial instruments, including cash held in banks, accounts receivable and accounts payable approximate fair value due to their short-term maturities and are excluded from the fair value table above.

The Company had \$ 695.8 million in aggregate principal amount of 0 % convertible senior notes due in 2026 (the "2026 Notes"), and \$ 693.3 million in aggregate principal amount of 0 % convertible senior notes due in 2028 (the "2028 Notes" and together with the 2026 Notes, the "Notes"), outstanding as of December 31, 2023. Refer to Note 8 "Debt" for further details on the 2026 Notes and 2028 Notes.

The estimated fair value of the 2026 Notes and the 2028 Notes, based on a market approach as of December 31, 2023 was approximately \$ 684.8 million and \$ 700.5 million, respectively. The Notes were categorized as Level 2 instruments as the estimated fair value was determined based on the estimated or actual bids and offers of the Notes in an over-the-counter market on the last business day of the period.

Note 4. Property and Equipment, Net

Property and equipment, net consisted of the following:

	As of December 31,	
	2023	2022
Datacenter and other computer equipment	\$ 783.2	\$ 671.3
Furniture and fixtures	11.6	19.8
Leasehold improvements	96.1	118.0
Construction in progress	4.6	2.8
Total property and equipment	895.5	811.9
Accumulated depreciation and amortization	(586.3)	(503.5)
Property and equipment, net	\$ 309.2	\$ 308.4

The Company leases certain infrastructure, computer equipment, and furniture from various third parties, through equipment finance leases. Infrastructure assets as of December 31, 2023 and 2022 included a total of \$ 457.4 million and \$ 456.4 million, respectively, acquired under finance lease agreements. These leases are capitalized in property and equipment, and the related amortization of assets under finance leases is included in depreciation and amortization expense. The accumulated depreciation of the equipment under finance leases totaled \$ 234.7 million and \$ 240.9 million as of December 31, 2023 and 2022, respectively.

Depreciation expense related to property and equipment was \$ 139.7 million and \$ 140.9 million for the years ended December 31, 2023 and 2022, respectively.

Note 5. Business Combinations

2022 Business Combination

On December 15, 2022, the Company acquired 100 % ownership of FormSwift, a cloud-based service that gives individuals and businesses a simple solution to create, complete, edit, and save critical business forms and agreements. The Company believes the combination of Dropbox, Dropbox Sign, DocSend, and FormSwift will help customers across industries manage end-to-end document workflows—from content collaboration to sharing and e-signature—giving them more control over their most important agreements. The results of FormSwift's operations have been included in the Company's consolidated results of operations since the date of acquisition.

DROPBOX, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Amounts in tables are in millions except per share data, or as otherwise noted)

The purchase consideration transferred consisted of the following:

	Purchase consideration
Cash paid to stockholders	\$ 50.0
Cash paid for extinguishing shadow stock units	3.2
Transaction costs paid by Dropbox on behalf of FormSwift	2.0
Cash purchase consideration	\$ 55.2
Indemnification holdback ⁽¹⁾	14.3
Purchase price adjustments	(0.6)
Total purchase consideration	\$ 68.9

⁽¹⁾ Approximately \$ 14.3 million of the total purchase consideration was withheld as an indemnification holdback to be used for the purpose of satisfying any indemnification claims made by the Company for a period of 18 months following the transaction close date. Any remaining indemnity will be released to the seller's representative following the 18 month period.

In addition to the total purchase consideration above, the Company has compensation agreements with key FormSwift personnel consisting of \$ 25.7 million in cash payments subject to ongoing employee service. The related expenses are recognized within research and development expenses over the required service period of three years . The cash payment was transferred to a paying agent escrow account immediately upon the acquisition close date. The related payments will be paid out by the escrow agent as they vest.

The purchase consideration was allocated to the tangible and intangible assets and liabilities acquired as of the acquisition date, with the excess recorded to goodwill as shown below.

Assets acquired:	
Cash and cash equivalents	\$ 0.4
Acquisition-related intangible assets	41.2
Accounts receivable, prepaid and other assets	3.0
Total assets acquired	\$ 44.6
Liabilities assumed:	
Accounts payable, accrued and other liabilities	\$ 4.6
Deferred revenue	6.6
Total liabilities assumed	11.2
Net assets acquired, excluding goodwill	33.4
Total purchase consideration	68.9
Goodwill ⁽²⁾	\$ 35.5

⁽²⁾ The goodwill recognized was primarily attributable to the opportunity to expand the user base of the Company's platform. A portion of the goodwill is deductible for U.S. federal income tax purposes.

DROPBOX, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Amounts in tables are in millions except per share data, or as otherwise noted)

The fair value of the separately identifiable finite-lived intangible assets acquired and estimated weighted average useful lives as of the acquisition date are as follows:

	Estimated fair values	Estimated weighted average useful lives (In years)
Developed technology	\$ 24.2	5.0
Customer relationships	16.4	2.0
Trade name	0.6	1.0
Total acquisition-related intangible assets	<u>\$ 41.2</u>	

The fair values of the acquisition-related intangible assets were determined using the following methodologies: the multi-period excess earnings method for developed technology, the with and without method for customer relationships, and the relief from royalty method for the trade name, respectively. The valuation model inputs required the application of significant judgment by management. The acquired intangible assets had a total weighted average amortization period of 3.7 years.

One-time acquisition-related diligence costs of \$ 1.3 million were expensed within general and administrative expenses as incurred during the year ended December 31, 2022.

2021 Business Combination

On March 22, 2021, the Company acquired all outstanding stock of DocSend, a secure document sharing and analytics company. The Company believes the combination of Dropbox, Dropbox Sign, and DocSend will help customers across industries manage end-to-end document workflows—from content collaboration to sharing and e-signature—giving them more control over their business results. The results of DocSend's operations have been included in the Company's consolidated results of operations since the date of acquisition.

The purchase consideration transferred consisted of the following:

	Purchase consideration
Cash paid to common and preferred stockholders and vested option holders	\$ 125.5
Transaction costs paid by Dropbox on behalf of DocSend	5.0
Fair value of assumed DocSend options attributable to pre-combination services ⁽¹⁾	1.2
Purchase price adjustments	0.1
Total purchase consideration	<u>\$ 131.8</u>

⁽¹⁾ The fair value of options assumed was based upon the Black-Scholes option-pricing model.

In addition to the total purchase consideration above, the Company has compensation agreements with key DocSend personnel consisting of \$ 30.6 million in cash payments subject to ongoing employee service. The related expenses were recognized within sales and marketing and research and development expenses over the required service period of approximately three years. The payments began in the first quarter of 2022, with \$ 10.2 million paid during the year ended December 31, 2022. The remaining balance of \$ 20.4 million was paid during the year ended December 31, 2023.

The purchase consideration was allocated to the tangible and intangible assets and liabilities acquired as of the acquisition date, with the excess recorded to goodwill as shown below.

DROPBOX, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Amounts in tables are in millions except per share data, or as otherwise noted)

Assets acquired:		
Cash and cash equivalents	\$	5.1
Acquisition-related intangible assets		20.6
Accounts receivable, prepaid and other assets		6.1
Total assets acquired	\$	31.8
Liabilities assumed:		
Accounts payable, accrued and other liabilities	\$	6.4
Deferred revenue		1.9
Deferred tax liability		1.9
Total liabilities assumed		10.2
Net assets acquired, excluding goodwill		21.6
Total purchase consideration		131.8
Goodwill ⁽²⁾	\$	110.2

⁽²⁾ The goodwill recognized was primarily attributable to the opportunity to expand the user base of the Company's platform. The goodwill is not deductible for U.S. federal income tax purposes.

The fair value of the separately identifiable finite-lived intangible assets acquired and estimated weighted average useful lives are as follows:

	Estimated fair values	Estimated weighted average useful lives (In years)
Developed technology	\$ 11.5	5.0
Customer relationships	8.1	5.0
Trade name	1.0	5.0
Total acquisition-related intangible assets	\$ 20.6	

The fair values of the acquisition-related intangible assets were determined using the following methodologies: the multi-period excess earnings method for customer relationships, and the relief from royalty method for developed technology, and the trade name, respectively. The valuation model inputs required the application of significant judgment by management. The acquired intangible assets have a total weighted average amortization period of 5.0 years.

One-time acquisition-related diligence costs of \$ 1.2 million were expensed within general and administrative expenses as incurred during the year ended December 31, 2021.

DROPBOX, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Amounts in tables are in millions except per share data, or as otherwise noted)

Note 6. Intangible Assets

Intangible assets consisted of the following:

	As of December 31, 2023	As of December 31, 2022	Weighted- average remaining useful life (In years) As of December 31, 2023
Developed technology	\$ 74.3	\$ 74.3	3.5
Customer relationships	43.2	43.2	1.3
Patents	19.4	19.4	3.4
Software	8.9	8.9	0.0
Trademarks and trade names	5.8	5.8	1.6
Licenses	4.6	4.6	0.0
Assembled workforce in asset acquisitions	3.4	3.4	2.3
Other	1.3	1.1	1.8
Total intangibles	160.9	160.7	
Accumulated amortization	(102.8)	(72.4)	
Intangible assets, net	\$ 58.1	\$ 88.3	

Amortization expense was \$ 30.4 million, \$ 16.3 million and \$ 15.6 million for the years ended December 31, 2023, 2022 and 2021, respectively.

Expected future amortization expense for intangible assets as of December 31, 2023 is as follows:

	Intangible assets
2024	\$ 25.1
2025	14.8
2026	10.4
2027	7.0
2028	0.2
Thereafter	0.6
Total	\$ 58.1

Note 7. Goodwill

Goodwill represents the excess of the purchase price in a business combination over the fair value of net tangible and intangible assets acquired. The changes in the carrying amounts of goodwill were as follows:

Balance at December 31, 2022	\$ 403.3
FormSwift acquisition purchase price adjustments	(0.2)
Effect of foreign currency translation	(0.9)
Balance at December 31, 2023	\$ 402.2

Goodwill amounts are not amortized, but tested for impairment on an annual basis. There was no impairment of goodwill as of December 31, 2023, 2022 and 2021.

DROPBOX, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Amounts in tables are in millions except per share data, or as otherwise noted)

Note 8. Debt

Revolving credit facility

In February 2018, the Company entered into an amendment to the revolving credit facility to, among other things, permit the Company to make certain investments, enter into an unsecured standby letter of credit facility and increase its standby letter of credit sublimit to \$ 187.5 million. The Company increased its borrowing capacity under the revolving credit facility from \$ 600.0 million to \$ 725.0 million. In February 2021, the Company amended the revolving credit facility to decrease its borrowing capacity under the revolving credit facility from \$ 725.0 million to \$ 500.0 million, the letter of credit sublimit from \$ 187.5 million to \$ 65.0 million and extended the term of the agreement through February 2026. The Company may from time-to-time request increases in its borrowing capacity under the revolving credit facility of up to \$ 250.0 million, provided no event of default has occurred or is continuing or would result from such increase. In conjunction with the February 2021 amendment, the Company paid upfront issuance fees of \$ 1.7 million, which are being amortized over the remaining term of the agreement, and wrote-off \$ 0.2 million in unamortized deferred debt issuance costs. In March 2023, the Company amended the revolving credit facility to update its borrowing benchmark from LIBOR to SOFR, with a fixed credit spread adjustment of 0.10 %. In conjunction with the March 2023 amendment, the Company incurred upfront issuance fees of \$ 0.1 million, which are being amortized over the remaining term of the agreement.

Pursuant to the terms of the revolving credit facility, the Company may issue letters of credit under the revolving credit facility, which reduce the total amount available for borrowing. Pursuant to the terms of the revolving credit facility, the Company is required to pay an annual commitment fee that accrues at a rate of 0.20 % per annum on the unused portion of the borrowing commitments under the revolving credit facility. In addition, the Company is required to pay a fee in connection with letters of credit issued under the revolving credit facility, which accrues at a rate of 1.375 % per annum on the amount of such letters of credit outstanding. There is an additional fronting fee of 0.125 % per annum multiplied by the average aggregate daily maximum amount available under all letters of credit. Borrowings under the revolving credit facility bear interest, at the Company's option, at an annual rate based on credit spread adjusted SOFR plus a spread of 1.375 % or at an alternative base rate plus a spread of 0.375 %.

The revolving credit facility contains customary conditions to borrowing, events of default and covenants, including covenants that restrict the Company's ability to incur indebtedness, grant liens, make distributions to holders of the Company or its subsidiaries' equity interests, make investments, or engage in transactions with its affiliates. In addition, the revolving credit facility contains financial covenants, including a consolidated leverage ratio incurrence covenant and a minimum liquidity balance of \$ 100.0 million, which includes any available borrowing capacity. The Company was in compliance with the covenants of the revolving credit facility as of December 31, 2023 and 2022, respectively.

The Company had an aggregate of \$ 31.7 million of letters of credit outstanding under the revolving credit facility as of December 31, 2023, and the Company's total available borrowing capacity under the revolving credit facility was \$ 468.3 million as of December 31, 2023. The Company's letters of credit have final expiration dates through 2036.

Convertible senior notes

During the first quarter of 2021, the Company issued \$ 695.8 million aggregate principal amount of the 2026 Notes. Additionally, during the first quarter of 2021, the Company issued \$ 693.3 million aggregate principal amount of the 2028 Notes. The Notes were issued in a private placement to qualified institutional buyers pursuant to Rule 144A under the Securities Act of 1933. The net proceeds from the sale of the Notes were approximately \$ 1.4 billion after deducting offering and issuance costs related to the Notes.

The Notes of each series do not bear regular interest. The Notes of each series may bear special interest as the remedy relating to the Company's failure to comply with certain of its reporting obligations. The Company has complied with these reporting obligations from the issuance date through December 31, 2023. The 2026 Notes will mature on March 1, 2026, and the 2028 Notes will mature on March 1, 2028, in each case, unless earlier converted, redeemed or repurchased.

The initial conversion rate for the 2026 Notes is 26.1458 shares of the Company's Class A common stock per \$1,000 principal amount of such Note, which is equivalent to an initial conversion price of approximately \$ 38.25 per share. The initial conversion rate for the 2028 Notes is 28.2889 shares of Class A common stock per \$1,000 principal amount of such Notes, which is equivalent to an initial conversion price of approximately \$ 35.35 per share. The conversion rate for each series of

DROPBOX, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Amounts in tables are in millions except per share data, or as otherwise noted)

Notes will be subject to adjustment upon the occurrence of certain specified events but will not be adjusted for accrued and unpaid special interest. In addition, upon the occurrence of a make-whole fundamental change (as defined in the relevant indentures governing the Notes) or a notice of redemption, the Company will, in certain circumstances, increase the conversion rate of the relevant series of Notes by a number of additional shares for a holder that elects to convert all or a portion of its Notes of such series in connection with such make-whole fundamental change or who elects to convert such Notes that are subject to such notice of redemption. The conversion rate for the 2026 Notes and the 2028 Notes shall not exceed 43.1406 shares per \$1,000 principal amount of such Notes, subject to certain customary anti-dilution adjustments (as defined in the relevant indentures governing the Notes). There have been no changes to the initial conversion price of the Notes since issuance as of December 31, 2023.

Upon conversion, the principal portion of the Notes of the applicable series being converted will be settled in cash, and any amount in excess of the principal portion of such Notes will be settled in cash or shares of the Company's Class A common stock or any combination thereof at the Company's option. The if-converted value of the 2026 Notes and the 2028 Notes was below the principal value of the respective Notes as of December 31, 2023. In addition, during the year ended December 31, 2023 the conditions allowing holders of the Notes to convert during the following fiscal quarter were not met.

Prior to the close of business on the business day immediately preceding December 1, 2025, in the case of the 2026 Notes, and prior to the close of business on the business day immediately preceding December 1, 2027, in the case of the 2028 Notes, the Notes of the applicable series will be convertible only under the following circumstances: (1) during any calendar quarter commencing after June 30, 2021 (and only during such calendar quarter), if the last reported sale price of the Class A common stock for at least 20 trading days (whether or not consecutive) during the 30 consecutive trading day period ending on the last trading day of the immediately preceding calendar quarter is greater than or equal to 130 % of the conversion price for the relevant series of Notes on each applicable trading day; (2) during the five business day period after any five consecutive trading day period in which, for each trading day of that period, the trading price per \$1,000 principal amount of 2026 Notes or 2028 Notes, as applicable, for such trading day was less than 98 % of the product of the last reported sale price of the Class A common stock and the conversion rate for such series of Notes on each such trading day; (3) if the Company calls any or all of the Notes for redemption, such Notes of the applicable series called for redemption may be converted at any time prior to the close of business on the second scheduled trading day immediately preceding the redemption date; or (4) upon the occurrence of specified corporate transactions.

On or after December 1, 2025, in the case of the 2026 Notes, and on or after December 1, 2027, in the case of the 2028 Notes, until the close of business on the second scheduled trading day immediately preceding the relevant maturity date, holders of the relevant series of Notes may convert all or a portion of their Notes of such series regardless of the foregoing conditions.

The Company may redeem for cash all or any part of the Notes, at its option, on or after March 6, 2024, in the case of the 2026 Notes, and on or after March 6, 2025, in the case of the 2028 Notes, if the last reported sale price of its Class A common stock has been at least 130 % of the conversion price for the relevant series of Notes then in effect for at least 20 trading days (whether or not consecutive) during any 30 consecutive trading day period (including the last trading day of such period) ending on, and including, the trading day immediately preceding the date on which the Company provides notice of redemption at a redemption price equal to 100 % of the principal amount of the series of Notes to be redeemed, plus any accrued and unpaid special interest to, but excluding, the redemption date. No sinking fund is provided for the Notes.

Upon the occurrence of a fundamental change (as defined in the relevant indentures governing the Notes) prior to the relevant maturity date, holders of the relevant series of Notes may require the Company to repurchase all or a portion of the Notes of such series for cash at a price equal to 100 % of the principal amount of the series of Notes to be repurchased, plus any accrued and unpaid special interest to, but excluding, the fundamental change repurchase date. Additionally, and upon events of default (as defined in the relevant indentures governing the Notes), the maturity of the Notes may be accelerated.

The Notes are the Company's general unsecured obligations and will rank senior in right of payment to any existing and future indebtedness that is contractually subordinated to the Notes; rank equal in right of payment with the Company's existing and future senior unsecured indebtedness that is not so subordinated; effectively rank junior in right of payment to any of the Company's existing and future secured indebtedness to the extent of the value of the assets securing such indebtedness; and be structurally subordinated to all indebtedness and other liabilities (including trade payables) of subsidiaries of the Company.

DROPBOX, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Amounts in tables are in millions except per share data, or as otherwise noted)

In accounting for the Notes, issuance costs of \$ 11.0 million and \$ 11.0 million for the 2026 Notes and the 2028 Notes were deducted from the carrying value of the Notes in the consolidated balance sheet. Issuance costs will be recognized as interest expense over the five-year term and seven-year term for the 2026 Notes and the 2028 Notes, respectively.

The following is a summary of the Notes as of December 31, 2023 and 2022.

	2026 Notes	2028 Notes	Total
December 31, 2023			
Principal balance	\$ 695.8	\$ 693.3	\$ 1,389.1
Unamortized issuance costs	(4.8)	(6.5)	(11.3)
Carrying value, net	\$ 691.0	\$ 686.8	\$ 1,377.8
December 31, 2022			
Principal balance	\$ 695.8	\$ 693.3	\$ 1,389.1
Unamortized issuance costs	(7.0)	(8.1)	(15.1)
Carrying value, net	\$ 688.8	\$ 685.2	\$ 1,374.0

During the years ended December 31, 2023 and 2022, the Company recognized \$ 2.2 million and \$ 2.1 million in interest expense for the 2026 Notes and \$ 1.6 million and \$ 1.6 million in interest expense for the 2028 Notes, respectively, with such interest expense solely consisting of amortization of issuance costs. The effective interest rate for the 2026 Notes and the 2028 Notes was 0.32 % and 0.22 %, respectively, as of December 31, 2023.

Maturities on the Company's long-term convertible debt are as follows:

	Convertible Debt
2024	\$ —
2025	—
2026	695.8
2027	—
2028	693.3
Thereafter	—
Total	\$ 1,389.1

Convertible Note Hedges and Warrants

Concurrent with the offering of the Notes, the Company entered into convertible note hedge transactions with certain counterparties whereby the Company had the option to purchase a total of approximately 18.2 million shares for note hedges expiring in March 2026 (the "2026 Note Hedges") and 19.6 million shares for note hedges expiring in March 2028 (the "2028 Note Hedges", together with the 2026 Note Hedges, the "Note Hedges"), respectively, of its common stock at a price of approximately \$ 38.25 and \$ 35.35 per share, respectively. The aggregate cost of the convertible note hedge transactions was \$ 265.3 million.

The Note Hedges, or a portion thereof, are exercisable upon conversion of the Notes and the satisfaction of certain conditions set forth in the Note Hedges. Additionally, the Note Hedges may be terminated and early settled upon the occurrence of certain events, including certain merger events, events of default, and upon a fundamental change (as defined in the relevant indentures for the Notes). The Note Hedges are settleable in cash, shares or a combination of cash and shares, at the option of the Company, and the settlement alternative will be the same as the settlement alternative of the conversion spread for the respective Notes.

DROPBOX, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Amounts in tables are in millions except per share data, or as otherwise noted)

The convertible note hedge transactions are expected generally to reduce the potential dilution to the Class A common stock upon conversion of the relevant series of Notes and/or offset any cash payments the Company is required to make in excess of the principal amount of such converted Notes, as the case may be, in the event that the market price per share of the Class A common stock, as measured under the terms of the convertible note hedge transactions, is greater than the applicable strike price of those convertible note hedge transactions. As of December 31, 2023, the Company's stock price was below the exercise price of the respective Note Hedges.

In addition, the Company sold warrants to certain counterparties whereby the holders of the warrants had the option to purchase a total of approximately 18.1 million shares underlying warrants expiring in 2026 (the "2026 Warrants") and 20.1 million shares underlying warrants expiring in 2028 (the "2028 Warrants", together with the 2026 Warrants, the "Warrants"), respectively, of the Company's Class A common stock at an initial strike price of \$ 46.36 and \$ 46.36 per share, respectively. The Company received aggregate cash proceeds of \$ 202.9 million from the sale of these Warrants.

If the market price per share of the Company's Class A common stock, as measured under the terms of the Warrants, exceeds the strike price of the Warrants, the Warrants could have a dilutive effect, unless the Company elects, subject to certain conditions, to settle the Warrants in cash. The Warrants are only exercisable on the applicable expiration dates in accordance with the terms of the Warrants. Subject to the other terms of the Warrants, the first expiration date applicable to the 2026 Warrants and to the 2028 Warrants is June 1, 2026, and June 1, 2028, respectively, and the final expiration date applicable to the 2026 Warrants and 2028 Warrants is August 10, 2026 and August 10, 2028, respectively. As of December 31, 2023, the Company's Class A common stock price was below the exercise price of the Warrants.

Taken together, the purchase of the Note Hedges and the sale of the Warrants are intended to reduce potential dilution from the conversion of the 2026 Notes and the 2028 Notes, and to effectively increase the overall conversion price from \$ 38.25 per share to \$ 46.36 per share and from \$ 35.35 per share to \$ 46.36 for the 2026 Notes and the 2028 Notes, respectively.

The Note Hedges and the Warrants are equity-classified instruments as a result of being indexed to the Company's Class A common stock and meeting certain equity classification criteria, and the instruments will not be remeasured in subsequent periods as long as the instruments continue to meet these accounting criteria. The premium paid for the Note Hedges has been included as a net reduction to additional paid-in capital within stockholders' (deficit) equity and the premium received for the Warrants has been included as a net increase to additional paid-in capital within stockholders' (deficit) equity.

Note 9. Leases

The Company has operating leases for corporate offices and datacenters, and finance leases for infrastructure and office equipment. The Company's leases have remaining lease terms of under 1 year to 13 years, some of which include options to extend the leases for up to 5 years.

The Company also has subleases for several floors of its former corporate offices. The Company classifies its subleases as operating leases. The subleases have remaining lease terms of 1 year to 10 years, some of which include options to extend the sublease for up to approximately 4 years. Sublease income, which is recorded as a reduction of rental expense, was \$ 15.3 million and \$ 20.1 million during the years ended December 31, 2023 and 2022, respectively.

The components of lease cost were as follows:

	Year Ended December 31,	
	2023	2022
Operating lease cost ⁽¹⁾	\$ 71.6	\$ 91.7
Finance lease cost:		
Amortization of assets under finance lease	111.7	111.4
Interest	10.5	7.5
Total finance lease cost	\$ 122.2	\$ 118.9

⁽¹⁾ Is presented gross of sublease income and includes short-term leases, which are immaterial.

DROPBOX, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Amounts in tables are in millions except per share data, or as otherwise noted)

Other information related to leases was as follows:

	Year Ended December 31,	
	2023	2022
Supplemental Cash Flow Information:		
Cash paid for amounts included in the measurement of lease liabilities:		
Payments for operating leases included in cash from operating activities	\$ 91.4	\$ 104
Payments for finance leases included in cash from operating activities	10.5	
Payments for finance leases included in cash from financing activities	126.6	12
Assets obtained in exchange for lease obligations:		
Operating leases	34.3	33
Finance leases	\$ 144.7	\$ 105

	As of December 31,	
	2023	2022
Weighted Average Remaining Lease Term (in years)		
Operating leases	8.6	9.9
Finance leases	2.7	2.6
Weighted Average Discount Rate		
Operating leases	3.7 %	4.1 %
Finance leases	4.4 %	3.4 %

Future minimum lease payments under non-cancellable leases as of December 31, 2023 were as follows:

	Operating leases ⁽¹⁾	Finance leases
2024	\$ 74.9	\$ 128.8
2025	76.7	90.3
2026	39.7	62.3
2027	39.1	25.6
2028	38.3	0.2
Thereafter	177.8	—
Total future minimum lease payments	\$ 446.5	\$ 307.2
Less imputed interest	(78.6)	(22.5)
Less tenant improvement receivables	0.1	—
Total liability	\$ 368.0	\$ 284.7

⁽¹⁾ Consists of future non-cancelable minimum rental payments under operating leases for the Company's corporate offices and datacenters where the Company has possession, excluding rent payments for short-term lease obligations, payments from the Company's subtenants and variable operating expenses.

DROPBOX, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Amounts in tables are in millions except per share data, or as otherwise noted)

Future non-cancelable rent payments from the Company's subtenants as of December 31, 2023 were as follows:

	Operating leases
2024	\$ 17.4
2025	12.4
2026	8.2
2027	7.9
2028	7.7
Thereafter	18.9
Total future sublease rent payments, net	\$ 72.5

In 2017, the Company signed a 15 year lease agreement for office space in San Francisco, California, to serve as its corporate headquarters which commenced in 2018. The Company's obligations under the lease are supported by a \$ 17.5 million letter of credit, which reduced the Company's borrowing capacity under the revolving credit facility. As of December 31, 2023, the Company's remaining minimum obligation under the lease for its headquarters was \$ 196.2 million, which excludes \$ 228.3 million of future payments allocated to non-lease components.

In the fourth quarter of 2020, the Company announced a Virtual First work model pursuant to which remote work has become the primary experience for all of its employees. As part of the Virtual First strategy, the Company retained a portion of its office space to be used for the Company's team collaboration use and a portion was marketed for sublease. In connection with these changes, the Company evaluated certain of its right-of-use assets and other lease related assets including leasehold improvements, furniture and fixtures, and computer equipment for impairment under ASC 360.

As part of this analysis, the Company reassessed its real estate asset groups and estimated the fair value of the office space to be subleased using current market conditions. Where the carrying value of the individual asset groups exceeded their fair value, an impairment charge was recognized for the difference.

The Company recorded total impairment charges of \$ 3.6 million, \$ 175.2 million and \$ 31.3 million during the years ended December 31, 2023, 2022 and 2021, respectively, for right-of-use and other lease related assets.

In the fourth quarter of 2023, the Company executed an amendment to the lease ("the lease amendment") for its San Francisco, California corporate headquarters, whereby the Company will surrender to the landlord approximately 165,000 square feet of office space and pay an aggregate of \$ 79.0 million in termination payments. The surrendering of space and payment of termination fees will occur in three tranches: approximately 52,000 square feet and \$ 28.1 million paid in October 2023 upon the execution of the lease amendment, 54,000 square feet and \$ 14.9 million paid in June 2024, and the remaining 59,000 feet and \$ 36.0 million paid in January 2025.

As a result of the lease amendment, the Company remeasured its related lease liability and right-of-use asset using its estimated incremental borrowing rate as of the modification date and using a relative standalone price reallocation of total contract consideration between the lease and non-lease components of the contract. The non-lease components include common area maintenance costs, which are significant in relation to the overall agreement. The determination of the standalone price of the lease and non-lease components involved judgment and was based on assumptions including future market rent rates, free rent periods and anticipated increases to common area maintenance costs.

As a result of the lease amendment, the Company recognized a one-time gain of \$ 158.8 million in the fourth quarter of 2023 from the corresponding remeasurement of the lease liability and adjustment of the right-of-use asset (which was previously impaired), partially offset by an increase in the liability for unrecoverable common area maintenance costs. The gain is recorded within net (gain) loss on real estate assets in the consolidated statement of operations. Following the execution of the lease amendment, the Company's remaining lease liability associated with its corporate headquarters lease was \$ 149.8 million as of the year ended December 31, 2023. The liability for unrecoverable common area maintenance costs totaled \$ 70.2 million and \$ 70.0 million as of December 31, 2023 and 2022, respectively. The liability increased \$ 18.9 million in the fourth quarter of 2023 as a result of the lease amendment, offset by payments in the same period. The liability for unrecoverable common area maintenance costs is recorded within accrued and other current liabilities and other liabilities.

DROPBOX, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Amounts in tables are in millions except per share data, or as otherwise noted)

As of December 31, 2023, the Company has \$ 14.0 million in commitments for an operating lease that has not yet commenced, and therefore is not included in the right-of-use asset or operating lease liability. This operating lease commenced in January 2024 with a lease term of 4.5 years.

Note 10. Commitments and Contingencies

Other commitments

Other commitments include payments to third-party vendors for services related to the Company's infrastructure, infrastructure warranty contracts, and asset retirement obligations for office modifications.

Future minimum payments under the Company's non-cancelable leases, finance lease obligations, and other commitments as of December 31, 2023, are as follows, and exclude non-cancelable rent payments from the Company's subtenants:

	Finance lease commitments	Operating lease commitments ⁽¹⁾	Other commitments ⁽²⁾
Year ended December 31:			
2024	\$ 128.8	\$ 103.0	\$ 57
2025	90.3	114.0	58
2026	62.3	58.2	60
2027	25.6	58.1	0
2028	0.2	57.9	0
Thereafter	—	283.5	15
Future minimum payments	307.2	\$ 674.7	\$ 191
Less interest and taxes	(22.5)		
Less current portion of the present value of minimum lease payments	(116.2)		
Financing lease obligations, net of current portion	<u>\$ 168.5</u>		

(1) This balance includes short-term lease obligations and \$ 228.3 million of future contractual rent payments allocated to non-lease components.

(2) This balance excludes indemnification and founder holdbacks related to our acquisitions. See Note 5, "Business Combinations" for further details.

Legal matters

From time-to-time, the Company is a party to a variety of claims, lawsuits, investigations, inquiries, and proceedings which arise in the ordinary course of business, including claims of alleged infringement of intellectual property rights, regulatory matters, and commercial disputes. The Company records a liability when it believes that it is probable that a loss will be incurred and the amount of loss or range of loss can be reasonably estimated. In its opinion, resolution of pending matters is not likely to have a material adverse impact on its consolidated results of operations, cash flows, or its financial position. Given the unpredictable nature of legal proceedings, the Company bases its estimate on the information available at the time of the assessment. As additional information becomes available, the Company reassesses the potential liability and may revise the estimate.

Indemnification

The Company's arrangements generally include certain provisions for indemnifying customers against liabilities if its products or services infringe a third party's intellectual property rights. It is not possible to determine the maximum potential amount under these indemnification obligations due to the limited history of prior indemnification claims.

DROPBOX, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Amounts in tables are in millions except per share data, or as otherwise noted)

Note 11. Accrued and Other Current Liabilities

Accrued and other current liabilities consisted of the following:

	As of December 31,	
	2023	2022
Non-income taxes payable	\$ 60.3	\$ 76.4
Accrued legal and other external fees	28.8	25.5
Acquisition indemnification holdbacks ⁽¹⁾	16.9	—
Other accrued and current liabilities	49.2	38.0
Total accrued and other current liabilities	\$ 155.2	\$ 139.9

⁽¹⁾ Acquisition indemnification holdbacks were reclassified from other non-current liabilities as of December 31, 2022 to accrued and other current liabilities as of December 31, 2023 on the consolidated balance sheets.

Note 12. Stockholders' (Deficit) Equity

Common stock

The Company's amended and restated certificate of incorporation authorizes the issuance of Class A common stock, Class B common stock, and Class C common stock. Holders of Class A common stock, Class B common stock, and Class C common stock are entitled to dividends on a pro rata basis, when, as, and if declared by the Company's Board of Directors, subject to the rights of the holders of the Company's preferred stock. Holders of Class A common stock are entitled to one vote per share, holders of Class B common stock are entitled to 10 votes per share, and holders of Class C common stock are entitled to zero votes per share.

As of December 31, 2023, the Company had authorized 2,400.0 million shares of Class A common stock, 475.0 million shares of Class B common stock, and 800.0 million shares of Class C common stock, each at par value of \$ 0.00001. Holders of Class B common stock voluntarily converted 1.5 million and 0.6 million shares into an equivalent number of shares of Class A common stock during the years ended December 31, 2023 and 2022, respectively. As of December 31, 2023, 256.0 million shares of Class A common stock, 80.7 million shares of Class B common stock, and no shares of Class C common stock were issued and outstanding. As of December 31, 2022, 267.2 million shares of Class A common stock, 82.2 million shares of Class B common stock, and no shares of Class C common stock were issued and outstanding. Class A shares issued and outstanding as of December 31, 2023 and 2022 exclude unvested restricted stock awards granted to certain executives. Class A shares issued and outstanding also exclude 8.3 million unvested restricted stock awards granted to one of the Company's co-founders as of December 31, 2023 and 2022, respectively. See "Co-Founder Grant" section below for further details.

Preferred stock

The Company's Board of Directors will have the authority, without further action by the Company's stockholders, to issue up to 240.0 million shares of undesignated preferred stock with rights and preferences, including voting rights, designated from time-to-time by the Board of Directors.

Stock repurchase program

In February 2022, the Board of Directors authorized the Company to repurchase up to \$ 1.2 billion of the Company's outstanding shares of Class A common stock. In July 2023 the Board of Directors further authorized the repurchase of up to an additional \$ 1.2 billion of the outstanding shares of our Class A common stock. Share repurchases will be made from time-to-time in private transactions or open market purchases, as permitted by securities laws and other legal requirements and will be subject to a review of the circumstances in place at that time, including prevailing market prices. The program does not obligate the Company to repurchase any specific number of shares and may be discontinued at any time.

During the year ended December 31, 2023, the Company repurchased and subsequently retired 22.7 million shares of its Class A common stock for an aggregate amount of \$ 542.8 million. Included in the cost of treasury stock acquired pursuant to

DROPBOX, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Amounts in tables are in millions except per share data, or as otherwise noted)

common share repurchases is the 1% excise tax imposed as part of the Inflation Reduction Act. During the year ended December 31, 2022, the Company repurchased and subsequently retired 35.6 million shares of its Class A common stock, for an aggregate amount of \$ 795.4 million.

Equity incentive plans

Under the 2018 Plan, the Company may grant stock-based awards to purchase or directly issue shares of common stock to employees, directors, and consultants. Options are granted at a price per share equal to the fair market value of the Company's common stock at the date of grant. Options granted are exercisable over a maximum term of 10 years from the date of grant and generally vest over a period of four years. RSUs and RSAs are also granted under the 2018 Plan. The 2018 Plan will terminate 10 years after the later of (i) its adoption or (ii) the most recent stockholder-approved increase in the number of shares reserved under the 2018 Plan, unless terminated earlier by the Company's Board of Directors. The 2018 Plan was adopted on March 22, 2018.

In connection with the acquisition of DocSend, the Company assumed unvested stock options and an immaterial number of unvested RSUs that had been granted under DocSend's 2013 Stock Plan and DocSend's 2015 Stock Option and Grant Plan.

As of December 31, 2023, there were 30.6 million stock-based awards issued and outstanding and 110.0 million shares available for issuance under the Dropbox Equity Incentive Plans, Dropbox Sign's 2011 Equity Incentive Plan, DocSend's 2013 Stock Plan and DocSend's 2015 Stock Option and Grant Plan (collectively, the "Plans").

DROPBOX, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Amounts in tables are in millions except per share data, or as otherwise noted)

Stock option and restricted stock activity for the Plans was as follows for the years ended December 31, 2023 and 2022:

	Number of shares available for issuance under the Plans	Options outstanding				Restricted stock outstanding	
		Number of shares outstanding under the Plans	Weighted-average exercise price per share	Weighted-average remaining contractual term (In years)	Aggregate intrinsic value	Number of shares outstanding under the Plans	Weighted-average grant date fair value per share
Balance as of December 31, 2021	95.2	0.9	\$ 12.09	5.4	\$ 10.0	27.8	\$ 24.17
Additional shares authorized	18.8	—	—	—	—	—	—
Options exercised and restricted stock units and awards released	—	(0.1)	3.00	—	—	(14.3)	23.37
Options and restricted stock units and awards canceled	6.6	(0.4)	18.53	—	—	(6.5)	23.72
Shares withheld related to net share settlement of restricted stock units and awards	5.1	—	—	—	—	—	23.40
Options and restricted stock units and awards granted	(27.8)	—	\$ —	—	\$ —	27.8	\$ 22.68
Balance at December 31, 2022	97.9	0.4	\$ 11.30	4.5	\$ 4.5	34.8	\$ 23.40
Additional shares authorized	17.5	—	—	—	—	—	—
Options exercised and restricted stock units and awards released	—	(0.2)	10.27	—	—	(15.1)	22.77
Options and restricted stock units and awards canceled / expired	11.5	—	—	—	—	(11.5)	23.46
Shares withheld related to net share settlement of restricted stock units and awards	5.3	—	—	—	—	—	—
Options and restricted stock units and awards granted	(22.2)	—	—	—	—	22.2	22.65
Balance as of December 31, 2023	110.0	0.2	\$ 13.54	3.9	\$ 2.2	30.4	\$ 23.16
Vested at December 31, 2023		0.2	\$ 13.54	3.9	\$ 2.2	—	\$ —
Unvested at December 31, 2023		—	\$ —	—	\$ —	30.4	\$ 23.16

DROPBOX, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Amounts in tables are in millions except per share data, or as otherwise noted)

The following table summarizes information about the pre-tax intrinsic value of options exercised during the years ended December 31, 2023 and 2022:

	Year Ended December 31,	
	2023	2022
Intrinsic value of options exercised	\$ 3.3	\$ 2.9

As of December 31, 2023, unamortized stock-based compensation related to unvested stock options, restricted stock awards (excluding the Co-Founder Grant), and RSUs was \$ 684.6 million. The weighted-average period over which such compensation expense will be recognized if the requisite service is provided is approximately 2.6 years as of December 31, 2023.

Co-Founder Grant

In December 2017, the Board of Directors approved the Company's Co-Founder Grant, consisting of 10.3 million shares of Class A common stock in the form of RSAs which were granted to Drew Houston, the Company's co-founder and Chief Executive Officer. This Co-Founder Grant has service-based, market-based, and performance-based vesting conditions. The Co-Founder Grant is excluded from Class A common stock issued and outstanding until the satisfaction of these vesting conditions. The Co-Founder Grant also provides the holder with certain stockholder rights, such as the right to vote the shares with the other holders of Class A common stock and a right to cumulative declared dividends.

The Co-Founder Grant is eligible to vest over the ten-year period following the date the Company's shares of Class A common stock commenced trading on the Nasdaq Global Select Market in connection with the Company's IPO. The Co-Founder Grant is comprised of nine tranches that are eligible to vest based on the achievement of stock price goals, each of which are referred to as a Stock Price Target, measured over a consecutive thirty-day trading period during the Performance Period. The Performance Period began on January 1, 2019.

During the first four years of the Performance Period, no more than 20 % of the shares subject to the Co-Founder Grant would be eligible to vest in any calendar year. After the first four years, all shares are eligible to vest based on the achievement of the Stock Price Targets.

The first tranche of the Co-Founder Grant, or 2.1 million shares of Class A common stock, vested in the fourth quarter of 2021. The stock-based compensation expense for Mr. Houston's Co-Founder Grant is recognized utilizing the accelerated attribution method over the requisite service period identified as the derived service period over which the market conditions are expected to be achieved, and is not reversed if the market conditions are not satisfied. Therefore, no incremental stock-based compensation was recognized upon vesting of these RSAs.

The Company recognized stock-based compensation expense related to the Co-Founder Grant of \$ 9.4 million and \$ 11.7 million during the years ended December 31, 2023 and 2022, respectively. As of December 31, 2023, unamortized stock-based compensation expense related to the Co-Founder Grant was \$ 2.4 million.

Note 13. Net Income Per Share

The Company computes net income per share using the two-class method required for multiple classes of common stock and participating securities. The rights, including the liquidation and dividend rights, of the Class A common stock and Class B common stock are substantially identical, other than voting rights. Accordingly, the Class A common stock and Class B common stock share equally in the Company's net income and losses.

Basic net income per share is computed by dividing net income attributable to common stockholders by the weighted-average number of shares of the Class A and Class B common stock outstanding.

Diluted net income per share is computed by dividing net income attributable to common stockholders by the weighted-average number of diluted common shares outstanding. The computation of the diluted net income per share of Class A

DROPBOX, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Amounts in tables are in millions except per share data, or as otherwise noted)

common stock assumes the conversion of the Company's Class B common stock to Class A common stock, while the diluted net income per share of Class B common stock does not assume the conversion of those shares to Class A common stock. The dilutive effect of potentially dilutive common shares is reflected in diluted earnings per share by application of the if-converted method for the 2026 Notes and the 2028 Notes, and by application of the treasury stock method for the Company's other potentially dilutive securities.

The numerators and denominators of the basic and diluted EPS computations for the Company's common stock are calculated as follows (in millions, except for per share amounts):

DROPBOX, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Amounts in tables are in millions except per share data, or as otherwise noted)

	Year Ended December 31,					
	2023		2022		2021	
	Class A	Class B	Class A	Class B	Class A	Class B
Basic net income per share:						
Numerator						
Net income attributable to common stockholders	\$ 345.7	\$ 107.9	\$ 426.8	\$ 126.4	\$ 263.9	\$ 71.9
Denominator						
Weighted-average number of common shares outstanding used in computing basic net income per share	260.1	81.1	278.6	82.6	304.9	83.1
Net income per common share, basic	\$ 1.33	\$ 1.33	\$ 1.53	\$ 1.53	\$ 0.87	\$ 0.87
Diluted net income per share:						
Numerator						
Net income attributable to common stockholders	\$ 345.7	\$ 107.9	\$ 426.8	\$ 126.4	\$ 263.9	\$ 71.9
Reallocation of net income as a result of conversion of Class B to Class A common stock	107.9	—	126.4	—	71.9	—
Reallocation of net income to Class B common stock	—	(1.4)	—	(0.7)	—	(1.3)
Net income attributable to common stockholders for diluted EPS	\$ 453.6	\$ 106.5	\$ 553.2	\$ 125.7	\$ 335.8	\$ 70.6
Denominator						
Weighted-average number of common shares outstanding used in computing basic net income per share	260.1	81.1	278.6	82.6	304.9	83.1
Weighted-average effect of dilutive restricted stock units and awards and employee stock options	4.4	—	2.1	—	7.8	0.1
Conversion of Class B to Class A common stock	81.1	—	82.6	—	83.1	—
Weighted-average number of common shares outstanding used in computing diluted net income per share	345.6	81.1	363.3	82.6	395.8	83.2
Net income per common share, diluted	\$ 1.31	\$ 1.31	\$ 1.52	\$ 1.52	\$ 0.85	\$ 0.85

The weighted-average impact of potentially dilutive securities that were not included in the diluted per share calculations because they would be anti-dilutive was as follows:

DROPBOX, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Amounts in tables are in millions except per share data, or as otherwise noted)

	Year Ended December 31,		
	2023	2022	2021
Restricted stock units and awards	6.9	20.4	2.4
Options to purchase shares of common stock	—	0.3	0.1
Co-Founder Grant	8.3	8.3	9.3
Convertible Senior Notes	37.8	37.8	31.9
Warrants	37.8	37.8	31.9
Total	90.8	104.6	75.6

Note 14. Income Taxes

For the years ended December 31, 2023, 2022, and 2021, the Company's income from continuing operations before provision for income taxes was as follows:

	Year Ended December 31,		
	2023	2022	2021
Domestic	\$ 385.8	\$ 37.8	\$ 185.3
Foreign	168.6	154.9	114.0
Income before income taxes	\$ 554.4	\$ 192.7	\$ 299.3

The components of the (provision for) benefit from income taxes in the years ended December 31, 2023, 2022, and 2021, were as follows:

	Year Ended December 31,		
	2023	2022	2021
Current:			
Federal	\$ (37.6)	\$ (13.2)	\$ (0.4)
State	(14.6)	(15.3)	(0.7)
Foreign	(10.7)	(7.5)	(2.5)
Deferred:			
Federal	(23.0)	386.7	2.2
State	2.7	30.0	0.4
Foreign	(17.6)	(20.2)	37.5
(Provision for) benefit from income taxes	\$ (100.8)	\$ 360.5	\$ 36.5

DROPBOX, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Amounts in tables are in millions except per share data, or as otherwise noted)

A reconciliation of income taxes at the statutory federal income tax rate to the benefit from (provision for) income taxes included in the accompanying consolidated statements of operations is as follows:

	Year Ended December 31,		
	2023	2022	2021
Provision for income taxes at federal statutory rate	\$ (116.4)	\$ (40.5)	\$ (62.8)
State taxes, net of federal benefit	(14.6)	(4.9)	(5.5)
Foreign rate differential	(20.9)	(34.0)	0.9
Research and other credits	60.9	45.3	38.1
Non-deductible compensation	(7.4)	(3.4)	(6.2)
Permanent differences	(0.8)	(1.8)	(0.8)
Change in valuation allowance	(2.4)	409.9	51.4
Stock-based compensation	2.7	(4.3)	23.5
Other non-deductible items	(1.9)	(5.8)	(2.1)
(Provision for) benefit from income taxes	\$ (100.8)	\$ 360.5	\$ 36.5

The significant components of the Company's deferred tax assets and liabilities as of December 31, 2023 and 2022 were as follows:

	As of December 31,	
	2023	2022
Deferred tax assets:		
Net operating loss carryforwards	\$ 18.9	\$ 40.8
Research credit carryforwards	217.1	268.9
Stock-based compensation	24.8	24.1
Accruals and reserves	29.0	36.8
Lease liability	72.5	141.8
Convertible senior notes	37.1	47.5
Capitalized research expenditures	233.3	123.9
Other	0.2	0.6
Gross deferred tax assets	632.9	684.4
Valuation allowance	(116.3)	(111.6)
Total deferred tax assets, net of valuation allowance	516.6	572.8
Deferred tax liabilities:		
Fixed assets and intangible assets	21.8	14.4
Right-of-use assets	31.4	59.5
Other	3.0	0.2
Total deferred tax liability	56.2	74.1
Net deferred tax assets	\$ 460.4	\$ 498.7

The Company periodically evaluates the realizability of its net deferred tax assets based on all available evidence, both positive and negative. The realization of net deferred tax assets is dependent on the Company's ability to generate sufficient future taxable income during periods prior to the expiration of tax attributes to fully utilize these assets. As of December 31, 2023, the Company continues to maintain valuation allowances against its deferred tax assets in certain states and one foreign jurisdiction.

DROPBOX, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Amounts in tables are in millions except per share data, or as otherwise noted)

As of December 31, 2023, the Company had \$ 10.7 million of federal, \$ 41.1 million of state, and \$ 25.0 million of foreign net operating loss carryforwards available to reduce future taxable income. Of the federal net operating loss carryforwards, \$ 5.7 million will begin to expire in 2032 and \$ 5.0 million will carryforward indefinitely, while state net operating losses begin to expire in 2038. The foreign net operating loss carryforwards will carryforward indefinitely.

As of December 31, 2023, the Company had research credit carryforwards of \$ 203.0 million and \$ 171.0 million for federal and state income tax purposes, respectively, of which \$ 89.3 million and \$ 44.8 million is the unrecognized tax benefit portion related to the research credit carryforwards for federal and state, respectively. The federal and state credit carryforwards will begin to expire in 2039 and 2032, respectively.

As of December 31, 2023, the Company had \$ 0.5 million of foreign tax credit carryforwards, which will carryforward indefinitely. The Company also had \$ 3.1 million of state enterprise zone credit carryforwards, which will begin to expire in 2024.

Under Section 382 and 383 of the Internal Revenue Code of 1986, as amended, or the Code, if a corporation undergoes an "ownership change," the corporation's ability to use its pre-change net operating loss carryforwards and other pre-change attributes, such as research tax credits, to offset its post-change income may be limited. In general, an "ownership change" will occur if there is a cumulative change in our ownership by "5-percent shareholders" that exceeds 50 percentage points over a rolling three-year period. Similar rules may apply under state tax laws. The Company has determined that it has experienced multiple ownership changes and, as a result, the annual utilization of its net operating loss carryforwards and other pre-change attributes will be subject to limitation. However, the Company does not expect that the annual limitations will significantly impact its ability to utilize its net operating loss or tax credit carryforwards prior to expiration.

As of December 31, 2023, the balance of unrecognized tax benefits was \$ 149.8 million of which \$ 106.0 million, if recognized, would affect the effective tax rate and \$ 43.8 million would result in adjustment to deferred tax assets with corresponding adjustments to the valuation allowance.

A reconciliation of the beginning and ending amount of unrecognized tax benefit is as follows:

	Year Ended December 31,		
	2023	2022	2021
Balance of gross unrecognized tax benefits at the beginning of the fiscal year	\$ 127.2	\$ 107.3	\$ 91.4
Gross increases related to prior period tax positions	3.4	—	—
Gross decreases related to prior period tax positions	(0.7)	—	(0.3)
Gross increases related to current period tax positions	21.1	20.3	18.5
Reductions due to lapse in statute of limitations	(1.2)	(0.4)	(1.5)
Reductions due to settlements with taxing authorities	—	—	(0.8)
Balance of gross unrecognized tax benefits at the end of the fiscal year	\$ 149.8	\$ 127.2	\$ 107.3

The Company recognizes interest and/or penalties related to income tax matters as a component of income tax expense. As of December 31, 2023, the amount of accrued interest and penalties related to uncertain tax positions was \$ 6.7 million. Interest and penalties recognized for the years ended December 31, 2023, 2022, and 2021 was \$ 1.3 million, \$ 1.7 million, and \$ 0.4 million, respectively.

It is reasonably possible that there could be changes to the amount of uncertain tax positions due to activities of the taxing authorities, settlement of audit issues, reassessment of existing uncertain tax positions, or the expiration of applicable statutes of limitations; however, the Company is not able to estimate the impact of these items at this time.

The Company files income tax returns in the U.S. federal, multiple states, and foreign jurisdictions. All of the Company's tax years from 2009 remain open for examination by the federal and state authorities, and from 2015 by foreign authorities.

DROPBOX, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Amounts in tables are in millions except per share data, or as otherwise noted)

The Company generally does not provide deferred income taxes for the undistributed earnings of its foreign subsidiaries that the Company intends to reinvest indefinitely. Should circumstances change and it becomes apparent that some or all of the undistributed earnings will no longer be indefinitely reinvested, the Company will accrue for income taxes not previously recognized. As of December 31, 2023, there was no deferred tax liability on undistributed earnings, and the Company determined the amount of undistributed deferred tax liability to be immaterial.

The Organization for Economic Cooperation and Development ("OECD") and many countries have proposed to reallocate some portion of profits of large multinational companies with global revenues exceeding EUR20 billion to markets where sales arise ("Pillar One"), as well as enact a global minimum tax rate of at least 15% for multinationals with global revenue exceeding EUR750 million ("Pillar Two"), and many countries are considering or intend to adopt these proposals. In December 2022, the Council of the European Union ("EU") formally adopted the EU Minimum Tax Directive, which would require member states to adopt Pillar Two into their domestic law. The directive requires the rules to initially become effective for fiscal years starting on or after December 31, 2023. Ireland and certain jurisdictions in which we operate have enacted legislation to implement Pillar Two. Other countries are actively considering changes to their tax laws to adopt certain parts of the OECD's proposals. The enactment of Pillar Two legislation is not expected to have a material adverse effect on the Company's effective tax rate, financial position, results of operations, and cash flows. The Company will continue to monitor and reflect the impact of such legislative changes in future financial statements as appropriate.

Note 15. Geographic Areas

Long-lived assets

The following table sets forth long-lived assets by geographic area:

	As of December 31,	
	2023	2022
United States	\$ 302.4	\$ 300.2
International ⁽¹⁾	6.8	8.2
Total property and equipment, net	<u>\$ 309.2</u>	<u>\$ 308.4</u>

⁽¹⁾ No single country other than the United States had a property and equipment balance greater than 10% of total property and equipment, net, as of December 31, 2023 and 2022.

Revenue

Revenue by geography is generally based on the address of the customer as defined in the Company's subscription agreement. The following table sets forth revenue by geographic area for the years ended December 31, 2023, 2022 and 2021.

	Year Ended December 31,		
	2023	2022	2021
United States	\$ 1,419.4	\$ 1,264.2	\$ 1,130.0
International ⁽¹⁾	1,082.2	1,060.7	1,027.9
Total revenue	<u>\$ 2,501.6</u>	<u>\$ 2,324.9</u>	<u>\$ 2,157.9</u>

⁽¹⁾ No single country outside of the United States accounted for more than 10% of total revenue during the years ended December 31, 2023, 2022 and 2021 respectively.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Our Management, with the participation of our principal executive officer and principal financial officer, has evaluated the effectiveness 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 Annual Report on Form 10-K. Based on such evaluation, our principal executive officer and principal financial officer have concluded that as of such date, our disclosure controls and procedures were effective at a reasonable assurance level.

Management's Report on Internal Control Over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) to provide reasonable assurance regarding the reliability of our financial reporting and the preparation of consolidated financial statements for external purposes in accordance with generally accepted accounting principles.

Our management, under the supervision of our Chief Financial Officer, conducted an evaluation of the effectiveness of our internal control over financial reporting based on the framework in Internal Control—Integrated Framework (2013), issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on this evaluation, management concluded that our internal control over financial reporting was effective as of December 31, 2023.

The effectiveness of our internal control over financial reporting as of December 31, 2023 has been audited by Ernst & Young LLP, an independent registered public accounting firm, as stated in their report, which is included in Item 8 of this Annual Report on Form 10-K.

Changes in Internal Control Over Financial Reporting

There was no change in our internal control over financial reporting (as defined in Rules 13a-15(d) and 15d-15(d) under the Exchange Act) that occurred during the quarter ended December 31, 2023 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Inherent Limitations on Effectiveness of Disclosure Controls and Procedures

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

ITEM 9B. OTHER INFORMATION

Securities Trading Plans of Directors and Executive Officers

During our last fiscal quarter, the following officers, as defined in Rule 16a-1(f), adopted a "Rule 10b5-1 trading arrangement" as defined in Regulation S-K Item 408, as follows:

On December 5, 2023, Andrew Houston, our Chief Executive Officer, adopted a Rule 10b5-1 trading arrangement in his individual capacity and as trustee on behalf of Andrew Houston Revocable Trust u/a/d 9/7/2011, providing for the sale from time to time of an aggregate of up to (i) 8,266,666 shares of our Class A common stock, all of which is subject to restricted stock awards that were granted to Mr. Houston pursuant to the Co-Founder Grant, and vest upon the satisfaction of a service condition and achievement of certain stock price goals, and (ii) 3,100,000 shares of our Class B common stock. The trading arrangement is intended to satisfy the affirmative defense in Rule 10b5-1(c). The duration of the trading arrangement is until February 28, 2025, or earlier if all transactions under the trading arrangement are completed.

No other officers or directors, as defined in Rule 16a-1(f), adopted and/or terminated a "Rule 10b5-1 trading arrangement" or a "non-Rule 10b5-1 trading arrangement," as defined in Regulation S-K Item 408, during the last fiscal quarter.

ITEM 9C. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS

Not applicable

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

The information required by this item is incorporated by reference to our Proxy Statement relating to our 2024 Meeting of Stockholders. The Proxy Statement will be filed with the Securities and Exchange Commission within 120 days of the end of the fiscal year ended December 31, 2023.

ITEM 11. EXECUTIVE COMPENSATION

The information required by this item is incorporated by reference to our Proxy Statement relating to our 2024 Meeting of Stockholders. The Proxy Statement will be filed with the Securities and Exchange Commission within 120 days of the end of the fiscal year ended December 31, 2023.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The information required by this item is incorporated by reference to our Proxy Statement relating to our 2024 Meeting of Stockholders. The Proxy Statement will be filed with the Securities and Exchange Commission within 120 days of the end of the fiscal year ended December 31, 2023.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS, AND DIRECTOR INDEPENDENCE

The information required by this item is incorporated by reference to our Proxy Statement relating to our 2024 Meeting of Stockholders. The Proxy Statement will be filed with the Securities and Exchange Commission within 120 days of the end of the fiscal year ended December 31, 2023.

ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES

The information required by this item is incorporated by reference to our Proxy Statement relating to our 2024 Meeting of Stockholders. The Proxy Statement will be filed with the Securities and Exchange Commission within 120 days of the end of the fiscal year ended December 31, 2023.

PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES.

The following documents are filed as a part of this Annual Report on Form 10-K

(a) Financial statements

Our Consolidated Financial Statements are listed in the “Index to Consolidated Financial Statements” under Part II, Item 8 of this Annual Report on Form 10-K.

(b) Financial statement schedules.

All financial statement schedules not listed above have been omitted because the information called for is not required or is shown either in the consolidated financial statements or in the notes thereto.

(c) Exhibits

The documents listed in the Exhibit Index of this Annual Report on Form 10-K are incorporated by reference or are filed with this Annual Report on Form 10-K, in each case as indicated therein (numbered in accordance with Item 601 of Regulation S-K).

EXHIBIT INDEX

Exhibit Number	Description	Form	File Number	Exhibit	Filed with SEC
3.1	Amended and Restated Certificate of Incorporation of the Registrant.	10-Q	001-38434	3.2	May 11, 2018
3.2	Amended and Restated Bylaws of the Registrant.	8-K	001-38434	3.1	December 15, 2023
4.1	Form of Class A common stock certificate of the Registrant.	S-1/A	333-223182	4.1	March 12, 2018
4.2	Amended and Restated Investors' Rights Agreement among the Registrant and certain holders of its capital stock, dated as of January 30, 2014, as amended.	S-1	333-223182	4.2	February 23, 2018
4.3	Amendment No. 2 to the Amended and Restated Investors' Rights Agreement among the Registrant and certain holders of its capital stock, dated as of March 27, 2018.	10-Q	001-38434	4.3	May 11, 2018
4.4	Indenture, dated February 26, 2021, between the Registrant and U.S. Bank National Association (2026 Notes).	8-K	001-38434	4.1	February 26, 2021
4.5	Indenture, dated February 26, 2021, between the Registrant and U.S. Bank National Association (2028 Notes).	8-K	001-38434	4.2	February 26, 2021
4.6	Form of 0% Convertible Senior Note due 2026 (included in Exhibit 4.4).	8-K	001-38434	4.3	February 26, 2021
4.7	Form of 0% Convertible Senior Note due 2028 (included in Exhibit 4.5).	8-K	001-38434	4.4	February 26, 2021
4.8	Description of Capital Stock	10-Q	001-38434	4.1	August 7, 2020
10.1+	Form of Indemnification Agreement between the Registrant and each of its directors and executive officers.	S-1	333-223182	10.1	February 23, 2018
10.2+	Dropbox, Inc. 2018 Equity Incentive Plan and related form agreements.	10-K	001-38434	10.2	February 19, 2021
10.3+	Dropbox, Inc. 2018 Employee Stock Purchase Plan and related form agreements.	S-1/A	333-223182	10.3	March 21, 2018
10.4+	Dropbox, Inc. 2018 Class C Stock Incentive Plan and related form agreements.	S-1/A	333-223182	10.4	March 21, 2018
10.5+	Dropbox, Inc. 2018 Class C Employee Stock Purchase Plan and related form agreements.	S-1/A	333-223182	10.5	March 21, 2018
10.6+	Dropbox, Inc. 2017 Equity Incentive Plan and related form agreements.	S-1/A	333-223182	10.6	March 21, 2018

[Table of Contents](#)

		Form	File Number	Exhibit	Filed with SEC
10.7+	Dropbox, Inc. 2008 Equity Incentive Plan, as amended, and related form agreements.	S-1/A	333-223182	10.7	March 21, 2018
10.8+	Dropbox, Inc. Amended and Restated Cash Bonus Plan.	10-K	001-38434	10.8	February 19, 2021
10.9+	Restricted Stock Agreement between the Registrant and Andrew W. Houston.	S-1	333-223182	10.9	February 23, 2018
10.10+*	Revised Form of Change of Control and Severance Agreement as of February 2024 between the Registrant and certain executive officers				
10.11+	Employment Letter between the Registrant and Andrew W. Houston.	S-1/A	333-223182	10.12	March 12, 2018
10.12+	Form of Restricted Stock Agreement between the Registrant and certain executive officers.	10-K	001-38434	10.14	February 21, 2020
10.13+	Offer Letter between the Registrant and Timothy Regan	10-Q	001-38434	10.1	August 7, 2020
10.14	Office Lease between the Registrant and KR Mission Bay, LLC, dated as of October 6, 2017.	S-1	333-223182	10.19	February 23, 2018
10.15	Second Amendment to Office Lease between Dropbox, Inc. and KR Mission Bay, LLC, dated as of May 25, 2018.	10-Q	001-38434	10.2	August 10, 2018
10.16	Third Amendment and Restatement Agreement to the Revolving Credit and Guaranty Agreement, by and among the Registrant, the lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent, dated as of February 23, 2021.	8-K	001-38434	10.6	February 26, 2021
10.17	Purchase Agreement, dated February 23, 2021, by and among the Registrant and J.P. Morgan Securities LLC and Goldman Sachs & Co. LLC, as representatives of the several initial purchasers listed in Schedule I thereto.	8-K	001-38434	10.1	February 26, 2021
10.18	Form of Convertible Note Hedge Confirmation (2026 Notes).	8-K	001-38434	10.2	February 26, 2021
10.19	Form of Convertible Note Hedge Confirmation (2028 Notes).	8-K	001-38434	10.3	February 26, 2021
10.20	Form of 2026 Warrant Confirmation.	8-K	001-38434	10.4	February 26, 2021
10.21	Form of 2028 Warrant Confirmation.	8-K	001-38434	10.5	February 26, 2021
10.22+	Dropbox, Inc. Outside Director Compensation Policy and related form agreements.	10-K	001-38434	10.22	February 21, 2020
10.23	Eighth Amendment to Office Lease, dated November 1, 2021 and executed on December 16, 2021, by and between the Registrant and KRE Exchange Owner LLC	10-K	001-38434	10.26	February 18, 2022

Table of Contents

	Form	File Number	Exhibit	Filed with SEC
10.24*			Eleventh Amendment to Office Lease, dated October 1, 2023 and executed on October 17, 2023, by and between the Registrant and KRE Exchange Owner LLC	
10.25+*			Offer Letter between the Registrant and Eric Cox	
21.1*			List of subsidiaries of the Registrant.	
23.1*			Consent of Independent Registered Public Accounting Firm.	
24.1*			Power of Attorney (included in signature pages hereto).	
31.1*			Certification of Principal Executive Officer pursuant to Exchange Act Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	
31.2*			Certification of Principal Financial Officer pursuant to Exchange Act Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	
32.1†			Certifications of Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.	
97.1*			Dropbox, Inc. Incentive- Based Compensation Recovery Policy	
101			The following financial statements from the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2023, formatted in Inline XBRL: (i) Consolidated Balance Sheets, (ii) Consolidated Statement of Operations, (iii) Consolidated Statements of Comprehensive Income (Loss), (iv) Consolidated Statement of Cash Flows, (v) Consolidated Statements of Stockholders' (Deficit) Equity, and (vi) Notes to Consolidated Financial Statements.	
104			Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101)	
*	Filed herewith.			
+	Indicates management contract or compensatory plan.			
†	The certifications attached as Exhibit 32.1 that accompany this Annual Report on Form 10-K are deemed furnished and not filed with the Securities and Exchange Commission and are not to be incorporated by reference into any filing of Dropbox, 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 this Annual Report on Form 10-K, irrespective of any general incorporation language contained in such filing.			

ITEM 16. FORM 10-K SUMMARY

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this Annual Report on Form 10-K to be signed on its behalf by the undersigned, thereunto duly authorized, in San Francisco, California, on February 16, 2024.

DROPBOX, INC.

By: /s/ Andrew W. Houston
Andrew W. Houston
Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Andrew W. Houston and Timothy J. Regan, and each of them, as his or her true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such individual in any and all capacities, to sign any and all amendments to this Annual Report on Form 10-K, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully for all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or the individual's substitute, may lawfully do or cause to be done by virtue hereof.

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

[Table of Contents](#)

Signature	Title	Date
/s/ Andrew W. Houston Andrew W. Houston	Chief Executive Officer and Chairman (Principal Executive Officer)	February 16, 2024
/s/ Timothy J. Regan Timothy J. Regan	Chief Financial Officer (Principal Accounting and Financial Officer)	February 16, 2024
/s/ Andrew Moore Andrew Moore	Director	February 16, 2024
/s/ Abhay Parasnis Abhay Parasnis	Director	February 16, 2024
/s/ Donald W. Blair Donald W. Blair	Director	February 16, 2024
/s/ Karen A. Peacock Karen A. Peacock	Director	February 16, 2024
/s/ Lisa Campbell Lisa Campbell	Director	February 16, 2024
/s/ Michael Seibel Michael Seibel	Director	February 16, 2024
/s/ Paul E. Jacobs Paul E. Jacobs	Director	February 16, 2024
/s/ Sara Mathew Sara Mathew	Director	February 16, 2024

DROPBOX, INC.

CHANGE IN CONTROL AND SEVERANCE AGREEMENT

This Change in Control and Severance Agreement (the “**Agreement**”) is made between Dropbox, Inc. (the “**Company**”) and [NAME] (the “**Executive**”), effective on the date of the Company’s signature below (the “**Effective Date**”).

This Agreement provides certain protections to the Executive in connection with a change in control of the Company or in connection with the involuntary termination of the Executive’s employment under the circumstances described in this Agreement. Certain capitalized terms are defined in Section 7 to the extent not otherwise defined in other Sections of this Agreement.

For good and valuable consideration, the Company and the Executive agree as follows:

1. Term of Agreement. This Agreement will terminate when all of the obligations under this Agreement have been satisfied.

2. At-Will Employment. The Company and the Executive acknowledge that the Executive’s employment is and will continue to be at-will, as defined under applicable law.

3. Severance Benefits.

(a) Non-CIC Qualified Termination. On a Non-CIC Qualified Termination, and subject to Sections 5 and 6, the Executive will be eligible to receive the following payment and benefits from the Company:

(i) Salary Severance. A lump-sum payment equal to 50% of the Executive’s Base Salary.

(ii) Health Benefit. Subject to Section 3(d), the Company will pay the premiums for the Executive and the Executive’s eligible dependents to continue healthcare coverage under COBRA at the rates then in effect for active employees, subject to any subsequent changes in rates that are generally applicable to the Company’s active employees (the “**Health Benefit**”), until the earlier of (A) a period of 6 months from the date of the Executive’s termination of employment, (B) the date upon which the Executive and/or the Executive’s eligible dependents becomes covered under similar plans or (C) the date upon which the Executive ceases to be eligible for coverage under COBRA or other applicable law or policy governing such coverage.

(iii) Equity Vesting. The Executive’s then-outstanding time-based equity awards each will vest as to the number of shares subject to the time-based equity awards that were otherwise scheduled to vest had the Executive remained employed with the Company for 3 months following the date of the Executive’s Non-CIC Qualified Termination. In the case of an equity award with performance-based vesting, all performance goals and other vesting criteria will be treated as set forth in the applicable equity award agreement governing such award. Any restricted stock units, performance shares, performance units, and/or similar full value awards that vest under this paragraph will be settled on the 61st day following the Non-CIC Qualified Termination.

(b) CIC Qualified Termination. On a CIC Qualified Termination, and subject to Sections 5 and 6, the Executive will be eligible to receive the following payment and benefits from the Company:

(i) Salary Severance. A lump-sum payment equal to 100% of the Executive's Base Salary.

(ii) Bonus Severance. A lump-sum payment equal to 100% of the Executive's target annual bonus as in effect for the fiscal year in which the CIC Qualified Termination occurs.

(iii) Health Benefit. Subject to Section 3(d), the Company will provide the Health Benefit until the earlier of (A) a period of 12 months from the date of the Executive's termination of employment, (B) the date upon which the Executive and/or the Executive's eligible dependents becomes covered under similar plans or (C) the date upon which the Executive ceases to be eligible for coverage under COBRA or other applicable law or policy governing such coverage.

(iv) Equity Vesting. 100% of the then-unvested shares subject to each of the Executive's then-outstanding equity awards will vest and, in the case of options and stock appreciation rights, will become exercisable (for avoidance of doubt, no more than 100% of the shares subject to the then-outstanding portion of an equity award may vest and become exercisable under this provision). In the case of an equity award with performance-based vesting, unless otherwise specified in the applicable equity award agreement governing such award, all performance goals and other vesting criteria will be deemed achieved at 100% of target levels. Any restricted stock units, performance shares, performance units, and/or similar full value awards that vest under this paragraph will be settled on the 61st day following the CIC Qualified Termination. For the avoidance of doubt, if the Executive's Qualified Termination occurs prior to a Change in Control, then any unvested portion of the Executive's then-outstanding equity awards will remain outstanding for 3 months or the occurrence of a Change in Control (whichever is earlier) so that any benefits due on a CIC Qualified Termination can be provided if a Change in Control occurs within 3 months following the Qualified Termination (provided that in no event will the Executive's stock options or similar equity awards remain outstanding beyond the equity award's maximum term to expiration). In that case, if no Change in Control occurs within 3 months following a Qualified Termination, any unvested portion of the Executive's equity awards automatically will be forfeited permanently on the 3-month anniversary of the Qualified Termination without having vested.

(c) Termination other than a Qualified Termination. If the termination of Executive's employment with the Company Group is not a Qualified Termination, then the Executive will not be eligible to receive severance or other benefits.

(d) Conditions to Receipt of Health Benefit. To the extent the Executive is covered under the Company's U.S. health plans as of the time of the Executive's Qualified Termination, the Executive's receipt of the Health Benefit is subject to the Executive electing COBRA continuation coverage within the time period prescribed pursuant to COBRA for the Executive and the Executive's eligible dependents. If the Company determines in its sole discretion that it cannot provide the Health Benefit without potentially violating, or being subject to an excise tax under, applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Company will in lieu thereof provide to the Executive a taxable monthly payment payable on the Company's regularly scheduled payroll dates (except as provided by the following sentence), in an amount equal to the monthly COBRA premium that the Executive would be required to pay to continue Executive's group health coverage in effect on the date of Executive's Qualified

Termination (which amount will be based on the rates then in effect for active employees, subject to any subsequent changes in rates that are generally applicable to the Company's active employees) (each, a "**Health Replacement Payment**"), which Health Replacement Payments will be made regardless of whether the Executive elects COBRA continuation coverage and will end on the earlier of (x) the date upon which the Executive obtains other employment or (y) the date the Company has paid an amount totaling the number of Health Replacement Payments equal to the number of months in the applicable Health Benefit period. For the avoidance of doubt, the Health Replacement Payments may be used for any purpose, including, but not limited to continuation coverage under COBRA, and will be subject to all applicable tax withholdings. Notwithstanding anything to the contrary under this Agreement, if at any time the Company determines in its sole discretion that it cannot provide the Health Replacement Payments without violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Executive will not receive the Health Replacement Payments or any further Health Benefit.

(e) Non-Duplication of Payment or Benefits. If (i) the Executive's Qualified Termination occurs prior to a Change in Control that qualifies Executive for severance payments and benefits under Section 3(a) and (ii) a Change in Control occurs within the 3-month period following Executive's Qualified Termination that qualifies Executive for severance payments and benefits under Section 3(b), then (A) the Executive will cease receiving any further payments or benefits under Section 3(a) and (B) the Executive will receive the payments and benefits under Section 3(b) instead but each of the payments and benefits otherwise payable under Section 3(b) will be offset by the corresponding payments or benefits the Executive already received under Section 3(a). Notwithstanding any provision of this Agreement to the contrary, if the Executive is entitled to any cash severance, continued health coverage benefits, or vesting acceleration of any equity awards (other than under this Agreement) by operation of applicable law or under a plan, policy, contract, or arrangement sponsored by or to which any member of the Company Group is a party in connection with the Executive's separation ("**Other Benefits**"), then the corresponding severance payments and benefits under this Agreement will be reduced by the amount of Other Benefits paid or provided to the Executive.

(f) Death of the Executive. If the Executive dies before all payments or benefits the Executive is entitled to receive under this Agreement have been paid, the unpaid amounts will be paid to the Executive's designated beneficiary, if living, or otherwise to the Executive's personal representative in a lump-sum payment as soon as possible following the Executive's death.

(g) Transfer between the Company Group. For purposes of this Agreement, if the Executive is involuntarily transferred from one member of the Company Group to another, the transfer will not be a termination without Cause but may give the Executive the ability to resign for Good Reason, subject to Section 7(k).

(h) Exclusive Remedy. In the event of a termination of the Executive's employment with the Company Group, the provisions of this Agreement are intended to be and are exclusive and in lieu of any other rights or remedies to which the Executive may otherwise be entitled, whether at law, tort or contract, or in equity. The Executive will be entitled to no benefits, compensation or other payments or rights upon termination of employment other than those benefits expressly set forth in this Agreement, subject to applicable law.

4. Accrued Compensation. On any termination of the Executive's employment with the Company Group, the Executive will be entitled to receive all accrued but unpaid vacation (if any), expense reimbursements, wages, and other benefits due to the Executive under any Company-

provided plans, policies, and arrangements. For the avoidance of doubt, receipt of accrued compensation is not subject to the Release Requirement discussed in Section 5(a).

5. Conditions to Receipt of Severance

(a) Separation Agreement and Release of Claims. The Executive's receipt of any severance payments or benefits upon the Executive's Qualified Termination under Section 3 is subject to the Executive signing and not revoking the Company's then-standard separation agreement and release of claims (which may include an agreement not to disparage any member of the Company Group, a confidentiality clause, non-solicit provisions, an agreement to assist in any litigation matters, and other standard terms and conditions) (the "**Release**" and that requirement, the "**Release Requirement**"), which must become effective and irrevocable no later than the 60th day following the Executive's Qualified Termination (the "**Release Deadline**"). If the Release does not become effective and irrevocable by the Release Deadline, the Executive will forfeit any right to severance payments or benefits under Section 3. In no event will severance payments or benefits under Section 3 be earned or provided until the Release actually becomes effective and irrevocable. If earned, none of the severance payments and benefits payable upon the Executive's Qualified Termination under Section 3 will be paid or otherwise provided prior to the 60th day following the Executive's Qualified Termination except that the vesting of options or stock appreciation rights under Section 3(a)(iii) or Section 3(b)(iv) will occur on the date the Release becomes effective and irrevocable. Except with respect to (1) the extent that payments are delayed under Section 5(c), or (2) the timing of vesting or settlement of equity awards under Section 3(a)(iii) or Section 3(b)(iv) or as provided herein, on the first regular payroll pay day following the 60th day following the Executive's Qualified Termination, the Company will pay or provide the Executive the severance payments and benefits that the Executive would otherwise have received under Section 3 on or prior to that date, with the balance of the severance payments and benefits being paid or provided as originally scheduled.

(b) Return of Company Property. The Executive's receipt of any severance payments or benefits upon the Executive's Qualified Termination under Section 3 is subject to the Executive having returned all documents and other property provided to Executive by any member of the Company Group (with the exception of a copy of the Employee Handbook and personnel documents specifically relating to Executive), developed or obtained by Executive in connection with Executive's employment with the Company Group, or otherwise belonging to the Company Group, by no later than 10 days following the date of the Qualified Termination.

(c) Section 409A. The Company intends that all payments and benefits provided under this Agreement or otherwise are exempt from, or comply with, the requirements of Section 409A of the Code and any guidance promulgated under Section 409A of the Code (collectively, "**Section 409A**") so that none of the payments or benefits will be subject to the additional tax imposed under Section 409A, and any ambiguities in this Agreement will be interpreted in accordance with this intent. No payment or benefits to be paid to the Executive, if any, under this Agreement or otherwise, when considered together with any other severance payments or separation benefits that are considered deferred compensation under Section 409A (together, the "**Deferred Payments**") will be paid or otherwise provided until the Executive has a "separation from service" within the meaning of Section 409A. If, at the time of the Executive's termination of employment, the Executive is a "specified employee" within the meaning of Section 409A, then the payment of the Deferred Payments will be delayed to the extent necessary to avoid the imposition of the additional tax imposed under Section 409A, which generally means that the Executive will receive payment on the first payroll date that occurs on or after the date that is 6 months and 1 day following the Executive's termination of employment. The Company reserves the right to amend

this Agreement as it considers necessary or advisable, in its sole discretion and without the consent of the Executive or any other individual, to comply with any provision required to avoid the imposition of the additional tax imposed under Section 409A or to otherwise avoid income recognition under Section 409A prior to the actual payment of any benefits or imposition of any additional tax. Each payment, installment, and benefit payable under this Agreement is intended to constitute a separate payment for purposes of U.S. Treasury Regulation Section 1.409A-2(b)(2). In no event will any member of the Company Group have any liability or obligation to reimburse, indemnify or hold harmless the Executive for any taxes, penalties and interest that may be imposed, or other costs that may be incurred, on the Executive as a result of Section 409A.

(d) Confidential Information Agreement. The Executive's receipt of any severance payments or benefits upon the Executive's Qualified Termination under Section 3 is subject to the Executive continuing to comply with the terms of any confidential information agreement executed by Executive in favor of the Company and the provisions of this Agreement. In the event the Executive breaches the provisions of this Section 5(d), all continuing payments and benefits to which the Executive may otherwise be entitled to pursuant to Section 3 will immediately cease.

(e) Resignation of Officer and Director Positions. The Executive's receipt of any severance payments or benefits upon the Executive's Qualified Termination under Section 3 is subject to the Executive having resigned from all officer and director positions with all members of the Company Group and Executive executing any documents the Company may require in connection with the same.

6. Limitation on Payments.

(a) Reduction of Severance Benefits. If any payment or benefit that the Executive would receive from any Company Group member or any other party whether in connection with the provisions in this Agreement or otherwise (the "**Payment**") would (i) constitute a "parachute payment" within the meaning of Section 280G of the Code and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the "**Excise Tax**"), then the Payment will be equal to the Best Results Amount. The "**Best Results Amount**" will be either (x) the full amount of the Payment or (y) a lesser amount that would result in no portion of the Payment being subject to the Excise Tax, whichever of those amounts, taking into account the applicable federal, state and local employment taxes, income taxes and the Excise Tax, results in the Executive's receipt, on an after-tax basis, of the greater amount. If a reduction in payments or benefits constituting parachute payments is necessary so that the Payment equals the Best Results Amount, reduction will occur in the following order: (A) reduction of cash payments in reverse chronological order (that is, the cash payment owed on the latest date following the occurrence of the event triggering the excise tax will be the first cash payment to be reduced); (B) cancellation of equity awards that were granted "contingent on a change in ownership or control" within the meaning of Section 280G of the Code in the reverse order of date of grant of the awards (that is, the most recently granted equity awards will be cancelled first); (C) reduction of the accelerated vesting of Equity Awards in the reverse order of date of grant of the awards (that is, the vesting of the most recently granted equity awards will be cancelled first); and (D) reduction of employee benefits in reverse chronological order (that is, the benefit owed on the latest date following the occurrence of the event triggering the excise tax will be the first benefit to be reduced). In no event will the Executive have any discretion with respect to the ordering of Payment reductions. The Executive will be solely responsible for the payment of all personal tax liability that is incurred as a result of the payments and benefits received under this Agreement, and the Executive will not be reimbursed, indemnified, or held harmless by any member of the Company Group for any of those payments of personal tax liability.

(b) Determination of Excise Tax Liability. Unless the Company and the Executive otherwise agree in writing, the Company will select a professional services firm (the "**Firm**") to make all of the determinations required to be made under this Section 6. The Company will request that the Firm provide detailed supporting calculations both to the Company and the Executive prior to the date on which the event that triggers the Payment occurs if administratively feasible, or subsequent to that date if events occur that result in parachute payments to the Executive at that time. For purposes of making the calculations required by this Section 6, the Firm may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith determinations concerning the application of the Code. The Company and the Executive will furnish to the Firm any information and documents as the Firm may reasonably request in order to make a determination under this Section 6. The Company will bear all costs the Firm may reasonably incur in connection with any calculations contemplated by this Section 6. Any determination by the Firm will be binding upon the Company and the Executive, and the Company will have no liability to the Executive for the determinations of the Firm.

7. Definitions. The following terms referred to in this Agreement will have the following meanings:

(a) "**Base Salary**" means the Executive's annual base salary as in effect immediately prior to the Executive's Qualified Termination (or if the termination is due to a resignation for Good Reason based on a material reduction in base salary, then the Executive's annual base salary in effect immediately prior to the reduction) or, if the Executive's Qualified Termination is a CIC Qualified Termination and the amount is greater, at the level in effect immediately prior to the Change in Control.

(b) "**Board**" means the Company's Board of Directors.

(c) "**Cause**" means the occurrence of any of the following: (i) any willful, material violation by the Executive of any law or regulation applicable to the business of any Company Group member, the Executive's conviction for, or plea of guilty or no contest to, a felony or a crime involving moral turpitude, or any willful perpetration by the Executive of a common law fraud, (ii) the Executive's commission of an act of personal dishonesty which involves personal profit in connection with any Company Group member or any other entity having a business relationship with any Company Group member, (iii) any material breach by the Executive of any provision of any agreement or understanding between any Company Group member and the Executive regarding the terms of the Executive's service as an employee, officer, director or consultant to any Company Group member, including without limitation, the willful and continued failure or refusal of the Executive to perform the material duties required of the Executive as an employee, officer, director or consultant of any Company Group member, other than as a result of having a Disability, or a breach of any applicable invention assignment and confidentiality agreement or similar agreement between any Company Group member and the Executive, (iv) the Executive's disregard of the policies of any Company Group member so as to cause loss, damage or injury to the property, reputation or employees of any Company Group member, or (v) any other misconduct by the Executive which is materially injurious to the financial condition or business reputation of, or is otherwise materially injurious to, any Company Group member.

(d) "**Change in Control**" means the occurrence of any of the following events:

(i) A change in the ownership of the Company which occurs on the date that any one person, or more than one person acting as a group ("**Person**"), acquires ownership of the stock of the Company that, together with the stock held by such Person, constitutes more than

50% of the total voting power of the stock of the Company; provided, however, that for purposes of this subsection, (A) the acquisition of additional stock by any one Person, who is considered to own more than 50% of the total voting power of the stock of the Company will not be considered a Change in Control, and (B) if the stockholders of the Company immediately before such change in ownership continue to retain immediately after the change in ownership, in substantially the same proportions as their ownership of shares of the Company's voting stock immediately prior to the change in ownership, the direct or indirect beneficial ownership of 50% or more of the total voting power of the stock of the Company or of the ultimate parent entity of the Company, such event will not be considered a Change in Control under this subsection (i). For this purpose, indirect beneficial ownership will include, without limitation, an interest resulting from ownership of the voting securities of one or more corporations or other business entities which own the Company, as the case may be, either directly or through one or more subsidiary corporations or other business entities; or

(ii) A change in the effective control of the Company which occurs on the date that a majority of members of the Board is replaced during any 12-month period by members of the Board whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election. For purposes of this subsection (ii), if any Person is considered to be in effective control of the Company, the acquisition of additional control of the Company by the same Person will not be considered a Change in Control; or

(iii) A change in the ownership of a substantial portion of the Company's assets which occurs on the date that any Person acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to or more than 50% of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions; provided, however, that for purposes of this subsection (iii), the following will not constitute a change in the ownership of a substantial portion of the Company's assets: (A) a transfer to an entity that is controlled by the Company's stockholders immediately after the transfer, or (B) a transfer of assets by the Company to: (1) a stockholder of the Company (immediately before the asset transfer) in exchange for or with respect to the Company's stock, (2) an entity, 50% or more of the total value or voting power of which is owned, directly or indirectly, by the Company, (3) a Person, that owns, directly or indirectly, 50% or more of the total value or voting power of all the outstanding stock of the Company, or (4) an entity, at least 50% of the total value or voting power of which is owned, directly or indirectly, by a Person described in this subsection (iii)(B)(3). For purposes of this subsection (iii), gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

For purposes of this definition, persons will be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with the Company.

Notwithstanding the foregoing, a transaction will not be deemed a Change in Control unless the transaction qualifies as a change in control event within the meaning of Section 409A.

Further and for the avoidance of doubt, a transaction will not constitute a Change in Control if: (i) its primary purpose is to change the jurisdiction of the Company's incorporation, or (ii) its primary purpose is to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities immediately before such transaction.

(e) **"Change in Control Period"** means the period beginning 3 months prior to a Change in Control and ending 12 months following a Change in Control.

(f) **"COBRA"** means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

(g) **"Code"** means the Internal Revenue Code of 1986, as amended.

(h) **"Company Group"** means the Company and its subsidiaries.

(i) **"Disability"** means a disability, whether temporary or permanent, partial or total, as determined by the Board or its authorized committee.

(j) **"Employment Letter"** means the employment letter between the Company and the Executive dated September 28, 2019 (the **"Employment Letter"**).

(k) **"Good Reason"** means the termination of the Executive's employment with the Company Group by the Executive after the occurrence of one or more of the following events without the Executive's express written consent:

(i) during the Change in Control Period: (1) a material reduction of the Executive's duties, authorities, or responsibilities relative to the Executive's duties, authorities, or responsibilities in effect immediately prior to the reduction; provided, however, that continued employment following a Change in Control with substantially the same duties, authorities, or responsibilities with respect to the Company Group's business and operations will not constitute "Good Reason" (for example, "Good Reason" does not exist if the Executive is employed by the Company Group or a successor with substantially the same duties, authorities, or responsibilities with respect to the Company Group's business that the Executive had immediately prior to the Change in Control regardless of whether the Executive's title is revised to reflect the Executive's placement within the overall corporate hierarchy or whether the Executive provides services to a subsidiary, affiliate, business unit or otherwise); (2) a reduction by a Company Group member in the Executive's rate of annual base salary by more than 20%; provided, however, that, a reduction of annual base salary that also applies to substantially all other similarly situated employees of the Company Group members will not constitute "Good Reason"; (3) a material change in the geographic location of the Executive's primary work facility or location by more than 50 miles from the Executive's then present location; provided, that a relocation to a location that is within 50 miles from the Executive's then-present primary residence will not be considered a material change in geographic location, or (4) failure of a successor corporation to assume the obligations under this Agreement as contemplated by Section 8(a); or

(ii) outside the Change in Control Period: (1) a reduction by a Company Group member in the Executive's rate of annual base salary by more than 20%; provided, however, that, a reduction of annual base salary that also applies to substantially all other similarly situated employees of the Company Group members will not constitute "Good Reason"; (2) a material change in the geographic location of the Executive's primary work facility or location by more than 50 miles from the Executive's then present location; provided, that a relocation to a location that is within 50 miles from the Executive's then-present primary residence will not be considered a material change in geographic location, or (3) failure of a successor corporation to assume the obligations under this Agreement as contemplated by Section 8(a).

In order for the termination of the Executive's employment with a Company Group member to be for Good Reason, the Executive must not terminate employment without first providing written notice to the Company of the acts or omissions constituting the grounds for "Good Reason" within 30 days of the initial existence of the grounds for "Good Reason" and a cure period of 30 days following the date of written notice (the "**Cure Period**"), the grounds must not have been cured during that time, and the Executive must terminate the Executive's employment within 30 days following the Cure Period.

(l) "**Qualified Termination**" means a termination of the Executive's employment either (i) by a Company Group member without Cause (excluding by reason of Executive's death or Disability) or (ii) by the Executive for Good Reason, in either case, during the Change in Control Period (a "**CIC Qualified Termination**") or outside of the Change in Control Period (a "**Non-CIC Qualified Termination**").

8. Successors.

(a) The Company's Successors. Any successor (whether direct or indirect and whether by purchase, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company Group's business and/or assets must assume the obligations under this Agreement and agree expressly to perform the obligations under this Agreement in the same manner and to the same extent as the Company would be required to perform those obligations in the absence of a succession. For all purposes under this Agreement, the terms "Company" and "Company Group" will include any successor to their business and/or assets which executes and delivers the assumption agreement described in this Section 8(a) or which becomes bound by the terms of this Agreement by operation of law.

(b) The Executive's Successors. The terms of this Agreement and all rights of the Executive under this Agreement will inure to the benefit of, and be enforceable by, the Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees, and legatees.

9. Notice.

(a) General. All notices and other communications required or permitted under this Agreement shall be in writing and will be effectively given (i) upon actual delivery to the party to be notified, (ii) upon transmission by e-mail, (iii) 24 hours after confirmed facsimile transmission, (iv) 1 business day after deposit with a recognized overnight courier or (v) 3 business days after deposit with the U.S. Postal Service by first class certified or registered mail, return receipt requested, postage prepaid, addressed (A) if to the Executive, at the address the Executive shall have most recently furnished to the Company in writing, (B) if to the Company, at the following address:

Dropbox, Inc.
1800 Owens Street
Suite 200
San Francisco, CA 94158
Attention: Vice President Corporate Legal

(b) Notice of Termination. Any termination of Executive by a Company Group member for Cause will be communicated by a notice of termination to the Executive, and any termination by the Executive for Good Reason will be communicated by a notice of termination to the Company, in each case given in accordance with Section 9(a) of this Agreement. The notice will indicate the

specific termination provision in this Agreement relied upon, will set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination under the provision so indicated, and will specify the termination date (which will be not more than 30 days after the later of (i) the giving of the notice or (ii) the end of any applicable cure period).

10. Miscellaneous Provisions.

(a) Resignation. The termination of the Executive's employment for any reason will also constitute, without any further required action by the Executive, the Executive's voluntary resignation from all officer and/or director positions held at any member of the Company Group, and at the Board's request, the Executive will execute any documents reasonably necessary to reflect that resignation.

(b) No Duty to Mitigate. The Executive will not be required to mitigate the amount of any payment contemplated by this Agreement, nor will any payment be reduced by any earnings that the Executive may receive from any other source except as specified in Section 3(e).

(c) Waiver; Amendment. No provision of this Agreement will be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by an authorized officer of the Company (other than the Executive) and by the Executive. No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party will be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(d) Headings. All captions and section headings used in this Agreement are for convenient reference only and do not form a part of this Agreement.

(e) Entire Agreement. This Agreement, together with the Employment Letter, constitutes the entire agreement of the parties and supersedes in their entirety all prior representations, understandings, undertakings or agreements (whether oral or written and whether expressed or implied) of the parties with respect to the subject matter of this Agreement, including, for the avoidance of doubt, any other employment letter or agreement, severance policy or program, or equity award agreement.

(f) Choice of Law. This Agreement will be governed by the laws of the State of California without regard to California's conflicts of law rules that may result in the application of the laws of any jurisdiction other than California. To the extent that any lawsuit is permitted under this Agreement, Employee hereby expressly consents to the personal and exclusive jurisdiction and venue of the state and federal courts located in California for any lawsuit filed against the Executive by the Company.

(g) Arbitration. Any and all controversies, claims, or disputes with anyone under this Agreement (including the Company and any employee, officer, director, stockholder or benefit plan of the Company in their capacity as such or otherwise) arising out of, relating to, or resulting from Executive's employment with the Company Group, shall be subject to arbitration in accordance with the provisions of the Employment Letter.

(h) Severability. The invalidity or unenforceability of any provision or provisions of this Agreement will not affect the validity or enforceability of any other provision of this Agreement, which will remain in full force and effect.

(i) Withholding. All payments and benefits under this Agreement will be paid less applicable withholding taxes. The Company is authorized to withhold from any payments or benefits all federal, state, local, and/or foreign taxes required to be withheld from the payments or benefits and make any other required payroll deductions. No member of the Company Group will pay the Executive's taxes arising from or relating to any payments or benefits under this Agreement.

(j) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Signature page follows.]

By its signature below, each of the parties signifies its acceptance of the terms of this Agreement, in the case of the Company by its duly authorized officer.

COMPANY DROPBOX, INC.

By: _____

Title: _____

Date: _____

EXECUTIVE

Name: _____

Date: _____

[Signature page to Change in Control and Severance Agreement]

ELEVENTH AMENDMENT TO OFFICE LEASE

THIS ELEVENTH AMENDMENT TO OFFICE LEASE (this “**Eleventh Amendment**”) is made and entered into as of October 1, 2023 (“**Eleventh Amendment Effective Date**”), by and between KRE EXCHANGE OWNER LLC, a Delaware limited liability company (“**Landlord**”), and DROPBOX, INC., a Delaware corporation (“**Tenant**”).

RECITALS

A. Landlord (as successor by assignment from KR Mission Bay, LLC, a Delaware limited liability company) and Tenant are parties to that certain Office Lease dated as of October 6, 2017 (the “**Original Lease**”), as amended by that certain (i) First Amendment to Office Lease dated May 18, 2018 (the “**First Amendment**”), (ii) Second Amendment to Office Lease dated May 25, 2018 (the “**Second Amendment**”), (iii) Third Amendment to Office Lease dated September 19, 2018 (the “**Third Amendment**”), (iv) Fourth Amendment to Office Lease dated November 9, 2018 (the “**Fourth Amendment**”), (v) Fifth Amendment to Office Lease dated April 25, 2019 (the “**Fifth Amendment**”), (vi) Sixth Amendment to Office Lease dated August 16, 2019 (the “**Sixth Amendment**”), (vii) Seventh Amendment to Office Lease dated August 25, 2020 (the “**Seventh Amendment**”), (viii) Eighth Amendment to Office Lease dated as of November 1, 2020 (the “**Eighth Amendment**”), (ix) Ninth Amendment to Office Lease dated as of May 17, 2022 (the “**Ninth Amendment**”), and (x) Tenth Amendment to Office Lease dated as of October 3, 2022 (the “**Tenth Amendment**”), together with the Original Lease, as amended by all the foregoing amendments, the “**Existing Lease**”) for certain space (the “**Existing Premises**”), consisting of approximately 604,185 rentable square feet (“**RSF**”) of that certain project commonly known as “The Exchange” and more particularly described in the Original Lease (the “**Project**”).

B. Tenant and Landlord now desire to amend the Existing Lease to, among other things, permit Tenant to give back certain portions of the Existing Premises, on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree that the Existing Lease is amended as follows:

1. DEFINED TERMS. Capitalized terms used and not otherwise defined herein shall have the same meanings ascribed to them in the Existing Lease. As used herein, the term “Lease” shall refer to the Existing Lease, as amended by this Eleventh Amendment.

2. Give Back Dates, Give-Back Space and Remaining Premises

(a) Initially capitalized terms used in this Section 2 but not defined in the Existing Lease shall have the following meanings:

	Give-Back Date	Give-Back Space	Remaining Premises RSF
Tranche I	October 1, 2023 ("Tranche I Give-Back Date")	Floors 4 and 5 of the North Tower containing 51,956 RSF ("Tranche I Give- Back Space")	552,229 RSF as described on Exhibit A-1 ("Post-Tranche I Remaining Premises")
Tranche II	June 1, 2024 ("Tranche II Give-Back Date")	Floors 6 and 7 of the North Tower 54,253 ("Tranche II Give-Back Space")	497,976 RSF as described on Exhibit A- 2 ("Post-Tranche II Remaining Premises")
Tranche III	January 1, 2025 ("Tranche III Give-Back Date")	Floor 10 of the South Tower and floor 6 of the North Building 59,035 ("Tranche III Give-Back Space")	438,941 RSF as described on Exhibit A- 3 ("Post-Tranche III Remaining Premises")

(b) Landlord and Tenant hereby acknowledge and agree that, notwithstanding any provision to the contrary contained in the Existing Lease, Tenant shall quit and surrender and deliver exclusive possession to Landlord of certain portions of the Existing Premises on certain dates as follows: (i) on the Tranche I Give-Back Date the Tranche I Give-Back Space, (ii) on the Tranche II Give Back Date the Tranche II Give-Back Space, and (iii) on the Tranche III Give Back Date the Tranche III Give-Back Space. Following the Tranche I Give-Back Date through the Tranche II Give-Back Date, the "Premises" shall consist of the Post-Tranche I Remaining Premises. Following the Tranche II Give-Back Date through the Tranche III Give-Back Date, the "Premises" shall consist of the Post-Tranche II Remaining Premises. Following the Tranche III Give-Back Date through the Expiration Date, the "Premises" shall consist of the Post-Tranche III Remaining Premises.

(c) The Tranche I Give-Back Date, Tranche II Give-Back Date and Tranche III Give-Back Date, may each be referred to herein individually as a "**Give-Back Date**" and collectively as the "**Give-Back Dates**". The Tranche I Give-Back Space, Tranche II Give-Back Space and Tranche III Give-Back Space, may each be referred to herein individually as "**Give- Back Space**" and collectively as the "**Give-Back Spaces**". The Post-Tranche I Remaining Premises, Post-Tranche II Remaining Premises and Post-Tranche III Remaining Premises may each be referred to herein as the "**Remaining Premises**".

3. Vacation of the Give-Back Space.

(a) On the day prior to each Give-Back Date (and effective as of such Give-Back Date) and subject to Tenant's payment to Landlord of the applicable Termination Fee, Tenant shall be deemed to have surrendered to Landlord all of Tenant's interest in and all rights to the applicable Give-Back Space arising under the Existing Lease. Tenant's interest in such Give-Back Space shall be surrendered to, and accepted by, Landlord in its then-current "AS IS" condition. Through the day prior to each applicable Give-Back Date, Tenant shall continue to pay Base Rent and Additional Rent in accordance Sections 8 and 9 below. From and after each Give-Back Date, (y) Tenant shall have no further obligation for the payment of Base Rent or Additional Rent for the applicable Give-Back Space being surrendered by Tenant to Landlord on such Give-Back Date, and (z) to reflect the reduction in the RSF of the applicable Remaining Premises, the Base Rent owing under the Lease for the applicable Remaining Premises shall be as set forth in Section 8 below, and Tenant's Share applicable to such Remaining Premises for

purposes of determining the Additional Rent owing by Tenant under the Lease shall be as set forth in Section 9 below. The parties agree that after each applicable Give-Back Date, the RSF of the applicable Remaining Premises shall be as set forth in the table in Section 2(a) above. After each Give-Back Date, all references to the "**Premises**" in the Lease shall thereafter be references to the applicable Remaining Premises.

(b) Effective as of each applicable Give-Back Date, Tenant's lease of the applicable Give-Back Space shall terminate and be of no further force or effect, and Landlord and Tenant shall be relieved of their respective obligations under the Existing Lease which relate to obligations that accrued during the term of Tenant's lease of the applicable Give-Back Space prior to the applicable Give-Back Date and/or which expressly survive the expiration or earlier termination of the Existing Lease; provided, however, the foregoing shall not be a derogation of any of the obligations of Landlord or Tenant, as applicable, set forth in this Eleventh Amendment nor any waiver of the terms and conditions set forth herein. Notwithstanding the foregoing or anything in the Lease to the contrary, on each applicable Give-back Date, Tenant shall quit and surrender and deliver exclusive possession to Landlord of the applicable Give-Back Space in its then existing, "AS-IS" condition, reasonable wear and tear excepted, and Tenant shall have no obligation whatsoever to remove any alterations, improvements, cabling or wiring, personal property, furniture, fixtures or equipment from the applicable Give-Back Space; provided, however, (i) Tenant shall have the right to remove any personal property, furniture, fixtures or equipment (including, but not limited to, any A/V equipment) from the applicable Give-Back Space prior to the applicable Early Access Date (as hereinafter defined), and (ii) Tenant shall have the right to remove any personal property, furniture, fixtures or equipment (including, but not limited to, any A/V equipment) from the applicable Give-Back Space during the applicable Early Access Period (as hereinafter defined) with Landlord's reasonable approval.

(c) Effective as of the Tranche I Give-Back Date, the Post-Tranche I Remaining Premises shall be as described on Exhibit A-1 attached hereto, and Exhibit A-1 of the Existing Lease shall be automatically deleted in its entirety and replaced with Exhibit A-1 attached hereto.

(d) Effective as of the Tranche II Give-Back Date, the Post-Tranche II Remaining Premises shall be as described on Exhibit A-2 attached hereto, and Exhibit A-1 of the Existing Lease shall be automatically deleted in its entirety and replaced with Exhibit A-2 attached hereto.

(e) Effective as of the Tranche III Give-Back Date, the Post-Tranche III Remaining Premises shall be as described on Exhibit A-3 attached hereto, and Exhibit A-1 of the Existing Lease shall be automatically deleted in its entirety and replaced with Exhibit A-3 attached hereto.

4. Condition of the Remaining Premises. Following each Give-Back Date, Landlord shall have no obligation whatsoever to construct leasehold improvements for Tenant or to repair or refurbish the applicable Remaining Premises as a consequence of Tenant's surrender of the applicable Give-Back Space other than any maintenance and repair obligations of Landlord in the Existing Lease or any other express obligation of Landlord set forth in the Existing Lease. Following each Give-Back Date, the continued possession of the applicable Remaining Premises by Tenant shall be conclusive evidence that Tenant accepts the same "**AS IS**" and that the applicable Remaining Premises is suitable for the use intended by Tenant and is in good and satisfactory condition. Following each Give-Back Date, Tenant acknowledges that neither Landlord nor Landlord's agents has made any representation or warranty as to the condition of the Remaining Premises or the Building or its suitability for Tenant's purposes. In clarification of the foregoing, nothing in this Section 4 shall be deemed to release Landlord or Tenant of any express obligation set forth in the Existing Lease with respect to the applicable Remaining Premises.

5. Termination Fee.

(a) Tranche I Termination Fee. On or before the date that is five (5) business days after Tenant's receipt of Landlord's duly executed Eleventh Amendment, Tenant shall pay to Landlord the sum of Twenty-Eight Million Fifty-Six Thousand Two Hundred Forty Dollars (\$28,056,240) (which sum represents and may be hereinafter referred to as the "**Tranche I Termination Fee**"). The Tranche I Termination Fee shall be allocated to the Tranche I Give-Back Space as follows: (i) \$16,362,690.00 with respect to floor 4 of the North Tower and (ii) \$11,693,550.00 with respect to floor 5 of the North Tower.

(b) Tranche II Termination Fee. On or before the Tranche II Give-Back Date, Tenant shall pay to Landlord the sum of Fourteen Million Nine Hundred Nineteen Thousand Five Hundred Seventy-Five Dollars (\$14,919,575) (which sum represents and may be hereinafter referred to as the "**Tranche II Termination Fee**"). The Tranche II Termination Fee shall be allocated to the Tranche II Give-Back Space as follows: (i) \$7,588,900.00 with respect to floor 6 of the North Tower and (ii) \$7,330,675.00 with respect to floor 7 of the North Tower.

(c) Tranche III Termination Fee. On or before the Tranche III Give-Back Date, Tenant shall pay to Landlord the sum of Thirty-Six Million Eleven Thousand Nine Hundred Sixty Dollars (\$36,011,960) (which sum represents and may be hereinafter referred to as the "**Tranche III Termination Fee**"; together with the Tranche I Termination Fee and the Tranche II Termination Fee, each, individually, a "**Termination Fee**", and collectively, the "**Termination Fees**"). The Tranche III Termination Fee shall be allocated to the Tranche III Give-Back Space as follows: (i) \$19,967,468.00 with respect to floor 10 of the South Tower and (ii) \$16,044,492.00 with respect to floor 6 of the North Building.

(d) Failure to Pay Termination Fee. Notwithstanding anything to the contrary contained in the Lease, any failure by Tenant to pay any Termination Fee as and when due hereunder, which failure is not cured within five (5) days after written notice from Landlord that said amount was not paid when due, shall constitute a Default under the Lease by Tenant.

6. **Description of the Premises.**

(a) Effective as of the Tranche I Give-Back Date, the description of the Premises set forth in Section 2.2 of the Summary of Basic Lease Information of the Existing Lease (the "**Summary**") is hereby deleted in its entirety and replaced with the following:

2.2. Premises: 552,229 rentable square feet of space,
including approximately 2,381 rentable square feet of space on the ground floor of the North Building (the "**North Building L1 Space**"), but expressly excluding approximately 12,289 rentable square feet of retail space in the North Tower (the "**Retail Space**"), all as is further set forth in **Exhibit A-1** to this Lease.

The rentable square footage of each floor of the Premises is set forth on **Exhibit A-1** attached hereto.

(b) Effective as of the Tranche II Give-Back Date, the description of the Premises set forth in Section 2.2 of the Summary is hereby deleted in its entirety and replaced with the following:

2.2. Premises: 497,976 rentable square feet of space,
including approximately 2,381 rentable square feet of space on the ground floor of the North Building (the "**North Building L1 Space**"), but expressly excluding approximately 12,289 rentable square feet of retail space in the North Tower (the "**Retail Space**"), all as is further set forth in **Exhibit A-1** to this Lease.

The rentable square footage of each floor of the Premises is set forth on **Exhibit A-1** attached hereto.

(c) Effective as of the Tranche III Give-Back Date, the description of the Premises set forth in Section 2.2 of the Summary is hereby deleted in its entirety and replaced with the following

2.2. Premises: 438,941 rentable square feet of space,
including approximately 2,381 rentable square feet of space on the ground floor of the North Building (the "**North Building L1 Space**"), but expressly excluding approximately 12,289 rentable square feet of retail space in the North Tower (the "**Retail Space**"), all as is further set forth in **Exhibit A-1** to this Lease.

The rentable square footage of each floor of the Premises is set forth on **Exhibit A-1** attached hereto.

7. Tenant's Share of Direct Expenses

(a) Effective as of the Tranche I Give-Back Date, the description of Tenant's Share set forth in Section 6 of the Summary is hereby deleted in its entirety and replaced with the following:

6. Tenant's Share (Article 4): 100% of the North Building

33.79% of the North Tower 100% of the South Building

100% of the South Tower

*Tenant's Share shall be determined separately for each Building and shall be equal to 100% for each of the South Building and South Tower regardless of the rentable square footage of the Retail Space; and specifically with respect to the North Tower the allocation of Direct Expenses shall be subject to the Retail Space "Cost Pool" (as that term is defined in Section 4.3.2 below).

The rentable square footage of each floor of the Premises is as set forth on Exhibit A-1 attached hereto.

(b) Effective as of the Tranche II Give-Back Date, the description of Tenant's Share set forth in Section 6 of the Summary is hereby deleted in its entirety and replaced with the following:

6. Tenant's Share (Article 4): 100% of the North Building

15.66% of the North Tower 100% of the South Building

100% of the South Tower

*Tenant's Share shall be determined separately for each Building and shall be equal to 100% for the South Tower regardless of the rentable square footage of the Retail Space; and specifically with respect to the North Tower the allocation of Direct Expenses shall be subject to the Retail Space "Cost Pool" (as that term is defined in Section 4.3.2 below).

The rentable square footage of each floor of the Premises is as set forth on **Exhibit A-1** attached hereto.

(c) Effective as of the Tranche III Give-Back Date, the description of Tenant's Share set forth in Section 6 of the Summary is hereby deleted in its entirety and replaced with the following:

6. Tenant's Share (Article 4): 73.86% of the North Building

15.66% of the North Tower 89.87% of the South Building 100%
of the South Tower

*Tenant's Share shall be determined separately for each Building and shall be equal to 100% for each of the South Building and South Tower regardless of the rentable square footage of the Retail Space; and specifically with respect to the North Tower the allocation of Direct Expenses shall be subject to the Retail Space "Cost Pool" (as that term is defined in Section 4.3.2 below).

The rentable square footage of each floor of the Premises is as set forth on **Exhibit A-1** attached hereto.

8. Base Rent.

(a) Prior to the Tranche I Give-Back Date, Tenant shall continue to pay to Landlord all Rent payable under the Existing Lease with respect to the Existing Premises and all other costs and expenses payable under the Existing Lease in accordance with its terms.

(b) Effective as of the Tranche I Give-Back Date and in addition to Additional Rent and all other costs and expenses payable by Tenant pursuant to the Lease, Tenant shall pay the following monthly Base Rent for the Post-Tranche I Remaining Premises, in accordance with the terms of the Lease:

PERIOD	ANNUAL BASE RENT	MONTHLY BASE RENT	MONTHLY BASE RENT PER RENTABLE SQUARE FOOT
October 1, 2023 to November 30, 2023	\$38,535,393.49	\$3,211,282.79	\$69.78
December 1, 2023 to May 31, 2024	\$39,691,455.29	\$3,307,621.27	\$71.87

(c) Effective as of the Tranche II Give-Back Date and in addition to Additional Rent and all other costs and expenses payable by Tenant pursuant to the Lease, Tenant shall pay the following monthly Base Rent for the Post-Tranche II Remaining Premises, in accordance with the terms of the Lease:

PERIOD	ANNUAL BASE RENT	MONTHLY BASE RENT	MONTHLY BASE RENT PER RENTABLE SQUARE FOOT
June 1, 2024 - November 30, 2024	\$35,792,021.32	\$2,982,668.44	\$71.87
December 1, 2024 - December 31, 2024	\$36,865,781.96	\$3,072,148.50	\$74.03

(d) Effective as of the Tranche III Give-Back Date and in addition to Additional Rent and all other costs and expenses payable by Tenant pursuant to the Lease, Tenant shall pay the following monthly Base Rent for the Post-Tranche III Remaining Premises, in accordance with the terms of the Lease:

PERIOD	ANNUAL BASE RENT	MONTHLY BASE RENT	MONTHLY BASE RENT PER RENTABLE SQUARE FOOT
January 1, 2025 - November 30, 2025	\$32,495,347.56	\$2,707,945.63	\$74.03
December 1, 2025 - November 30, 2026	\$33,470,207.99	\$2,789,184.00	\$76.25
December 1, 2026 - November 30, 2027	\$34,474,314.23	\$2,872,859.52	\$78.54
December 1, 2027 - November 30, 2028	\$35,508,543.66	\$2,959,045.30	\$80.90
December 1, 2028 - November 30, 2029	\$36,573,799.97	\$3,047,816.66	\$83.32
December 1, 2029 - November 30, 2030	\$37,671,013.97	\$3,139,251.16	\$85.82
December 1, 2030 - November 30, 2031	\$38,801,144.38	\$3,233,428.70	\$88.40
December 1, 2031 - November 30, 2032	\$39,965,178.72	\$3,330,431.56	\$91.05
December 1, 2032 - November 30, 2033	\$41,164,134.08	\$3,430,344.51	\$93.78

9. Additional Rent.

(a) Prior to the Tranche I Give-Back Date, and in addition to the monthly Base Rent set forth in the Existing Lease, Tenant shall continue to pay Tenant's Share of Direct Expenses, and all other additional rent payable under the terms of the Existing Lease, pursuant to the terms and conditions of the Lease.

(b) Effective as of the Tranche I Give-Back Date and in addition to the monthly Base Rent set forth in Section 8(b) of this Eleventh Amendment, Tenant shall pay Tenant's Share of Direct Expenses with respect to the Post-Tranche I Remaining Premises, and all other additional rent payable under the terms of the Lease, pursuant to the terms and conditions of the Lease. Effective as of the Tranche I Give-Back Date, Tenant's Share of Direct Expenses shall be as set forth in Section 6 of the Summary of the Lease (as amended by Section 7(a) of this Eleventh Amendment).

(c) Effective as of the Tranche II Give-Back Date and in addition to the monthly Base Rent set forth in Section 8(c) of this Eleventh Amendment, Tenant shall pay Tenant's Share of Direct Expenses with respect to the Remaining Premises, and all other additional rent payable under the terms of the Lease, pursuant to the terms and conditions of the Lease. Effective as of the Tranche II Give-Back Date, Tenant's Share of Direct Expenses shall be as set forth in Section 6 of the Summary of the Lease (as amended by Section 7(a) of this Eleventh Amendment).

(d) Effective as of the Tranche III Give-Back Date and in addition to the monthly Base Rent set forth in Section 8(d) of this Eleventh Amendment, Tenant shall pay Tenant's Share of Direct Expenses with respect to the Remaining Premises, and all other additional rent payable under the terms of the Lease, pursuant to the terms and conditions of the Lease. Effective as of the Tranche III Give-Back Date, Tenant's Share of Direct Expenses shall be as set forth in Section 6 of the Summary of the Lease (as amended by Section 7(a) of this Eleventh Amendment).

10. Tenant Parking. Landlord and Tenant acknowledge and agree that, from and after each applicable Give-Back Date, Tenant's obligation to rent Parking Passes shall be as follows:

Period:	Number of Parking Passes Tenant is Obligated to Rent:
October 1, 2023 - December 31, 2023	349 Parking Passes
January 1, 2024 - May 31, 2024	317 Parking Passes
June 1, 2024 - December 31, 2024	263 Parking Passes
January 1, 2025 - Expiration Date	204 Parking Passes

In addition to the above, Tenant shall continue to have the right to decrease the number of Parking Passes rented by Tenant pursuant to the express terms of the Existing Lease.

11. LANDLORD ACCESS TO GIVE-BACK SPACE. Notwithstanding anything to the contrary contained in this Eleventh Amendment or the Lease, upon ten (10) business days' prior written notice from Landlord to Tenant, Landlord shall have the right to enter upon all or any portion of the Give-Back Space prior to the applicable Give-Back Date for such Give-Back Space for the purpose of conducting such inspections and/or work as Landlord may desire in connection with the re-tenanting of the applicable Give-Back Space, subject only to (i) executing and delivering an access agreement substantially in the form and substance of Exhibit B attached hereto (each such agreement, an "**Access Agreement**"), (ii) complying in all material respects with the terms and conditions set forth in such Access Agreement, (iii) with respect to any work, such work shall only be performed within one hundred eighty (180) days prior to the applicable Give-Back Date for the applicable Give-Back Space (unless otherwise reasonably approved by Tenant) (each such date, an "**Early Access Date**"), (iv) Landlord's access to a Give-Back Space during the Early Access Period (as defined below) shall be subject to Tenant's reasonable approval, not to be unreasonably withheld, conditioned or delayed (as further described in the Access Agreement), (v) any work shall be subject to Tenant's prior reasonable written approval, not to be unreasonably withheld, conditioned or delayed (as further described in the Access Agreement), (vi) any work shall not unreasonably disturb Tenant's use or enjoyment of the applicable Remaining Premises (as further described in the Access Agreement), and (vii) any work shall not commence without at least thirty (30) days prior written notice to Tenant (as further described in the Access Agreement). Landlord and Tenant acknowledge that the anticipated Landlord's anticipated scope of work within any Give-Back Space during an applicable Early Access Period will be work required for conversion of existing office space to Laboratory Use (as defined below). As used herein, an "**Early Access Period**" shall mean for each Give-Back Space the period commencing on the applicable Early Access Date and expiring on the applicable Give Back Date. To the extent that Landlord has performed any work within the Tranche I Give-Back Space prior to the date an Access Agreement has been fully executed with respect thereto and the date this Eleventh Amendment has been fully executed, then the terms of this Eleventh Amendment and the applicable Access Agreement shall apply retroactively to any and all such work and related activities by Landlord.

12. TRANSITION TO A MULTI-TENANT PROJECT. In order to continue the transition of the Project from a single-tenant Project under the control and management of Tenant to a multi-tenant Project under the control and management of Landlord, Tenant shall work with Landlord cooperatively and in good faith to accomplish an orderly turnover of management control from Tenant to Landlord of all of the various aspects and areas of the Project related to the applicable

Give-Back Space that are controlled by Tenant (including, without limitation, electrical, HVAC, servers, access controls and other structural and/or mechanical buildings services) (collectively, "**Give-Back Building Components**") contemporaneously with the applicable Give-Back Date for the affected Give-Back Space. Landlord and Tenant agree that the transition of Give-Back Building Components described in this Section 12 shall only occur to the extent necessary for Landlord to operate the applicable Give-Back Space on the applicable Give-Back Date (*i.e.*, the transition of Give-Back Building Components for the Tranche I Give-Back Date shall only include Give-Back Building Components needed for Landlord's operation of the Tranche I Give-Back Space and shall not include any transition of Give-Back Building Components of the Tranche II Give-Back Space or Tranche III Give-Back Space unless such Give-Back Spaces include necessary Give-Back Building Components required for the operation of the Tranche I Give-Back Space); provided, however, in no event shall this Section 12 affect the Give-Back Building Components located in the south lobby of the Premises until such time as same are surrendered or accessed through the Early Access Date by Tenant to Landlord pursuant to the terms set forth herein. In furtherance of the transition of Give-Back Building Components described herein, Landlord shall have the right to access (a) the Tranche II Give-Back Space commencing on the Early Access Date for the Tranche I Give-Back Space, and (b) floors 11 and 12 of the South Tower (subject to the reasonable consent of any subtenant thereof) commencing on the Early Access Date for the Tranche III Give-Back Space, in each case, in order to allow Landlord to perform certain shaft work that is required in connection with the transition of applicable Give-Back Space (the "**Early Access Work**"). Landlord and Tenant shall enter into an Access Agreement prior to performing any Early Access Work.

13. LABORATORY USE. Tenant acknowledges that Landlord intends to lease portions of the Complex (including portions of the Give-Back Space) to tenants that may use such space for Premises for laboratory research and development purposes ("**Laboratory Use**"). Landlord hereby agrees that Operating Expenses shall expressly exclude (i) costs incurred in renovating or making any other improvement to any portion of the Project in connection with modifications caused by, related to, or to accommodate, Laboratory Use (as opposed to general office use), and (ii) additional costs of electricity, gas, water or other additional utility services attributable to such Laboratory Use.

14. REDUCED LETTER OF CREDIT AMOUNT. Landlord and Tenant acknowledge that Landlord is currently holding a letter of credit, initially dated August 5, 2021, issued by Goldman Sachs Bank USA ("**Issuing Bank**"), and last amended by Amendment No. 4, dated February 10, 2023, which is in the current amount of Twenty-Four Million Ninety-Six Thousand Five Hundred Forty-Seven and 00/100 Dollars (\$24,096,547.00) (the "**Current L-C Amount**"). Landlord hereby agrees, upon written request by Tenant, the L-C Amount may be reduced as follows: (i) from and after the Tranche I Give Back Date, the L-C Amount shall be reduced to Seventeen Million Five Hundred and Six Thousand One Hundred Sixty-Five and 00/100 Dollars (\$17,506,165.00). The reduction in the L-C Amount shall be accomplished by Tenant providing Landlord with a replacement L-C or an amendment to the then-current L-C in the reduced amount which conform in all respects to the requirements of Section 21 of the Original Lease. Landlord and Tenant acknowledge and agree that any reduction of the L-C Amount described in this Section 14 shall be subject to (i) the Five Million Dollars (\$5,000,000) minimum L-C Amount limit set forth in Section 21.7 of the Original Lease; and (ii) the L-C Reduction Conditions set forth in Section 21 of the Original Lease (as amended by Section 2 of the Ninth Amendment).

15. CIVIL CODE SECTION 1938 DISCLOSURE. For purposes of Section 1938(a) of the California Civil Code, Landlord hereby discloses to Tenant, and Tenant hereby acknowledges, that neither the Building, the Complex nor the Premises has undergone inspection by a Certified Access Specialist (CASP) (defined by California Civil Code Section 55.52) retained by Landlord or Tenant. Pursuant to California Civil Code Section 1938, Tenant is hereby notified as follows: "**A Certified Access Specialist (CASP) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy of the lessee or tenant, if requested by lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of any CASp inspection, the payment of the fee for the CASp inspection and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.**"

16. Prohibited Persons; Foreign Corrupt Practices Act and Anti-Money LAUNDERING. Neither (i) Tenant nor any of its officers, directors or managers, or (ii) to Tenant's knowledge, any of Tenant's affiliates, nor any of their respective members, partners, other equity holders (excluding any holders of any publicly traded stock or other equity interests of Tenant, if any), officers, directors or managers is, nor during the Lease Term will they become, a person or entity with whom U.S. persons or entities are restricted from doing business under (a) the Patriot Act (as defined below), (b) any other requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury ("**OFAC**") (including any "blocked" person or entity listed in the Annex to Executive Order Nos. 12947, 13099 and 13224 and any modifications thereto or thereof or any other person or entity named on OFAC's Specially Designated Blocked Persons List) or (c) any other U.S. statute, Executive Order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism) or other governmental action (collectively, "**Prohibited Persons**"). Tenant is not entering into this Eleventh Amendment, directly or indirectly, in violation of any laws relating to drug trafficking, money laundering or predicate crimes to money laundering. As used herein, "**Patriot Act**" shall mean the USA Patriot

Act of 2001, 107 Public Law 56 (October 26, 2001) and all other statutes, orders, rules and regulations of the U.S. government and its various executive departments, agencies and offices interpreting and implementing the Patriot Act.

17. Required Approvals. Notwithstanding anything contained herein, the parties hereto acknowledge and agree that the effectiveness of this Eleventh Amendment is contingent upon the approval of this Eleventh Amendment by the current mortgagee of the Project.

18. BROKERS. Tenant represents and warrants to Landlord that with the exception of CBRE, Inc. (**Broker**) it has not engaged any other broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Eleventh Amendment, and shall indemnify, defend and hold harmless Landlord against any loss, cost, liability or expense incurred by Landlord as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Tenant. The Broker shall be compensated pursuant to the terms of separate express written agreements specifying the commission amounts and the terms of payment.

19. No Further Modification. Except as set forth in this Eleventh Amendment, all of the terms and provisions of the Existing Lease shall remain unmodified and in full force and effect. In the event of any conflict between the terms and conditions of the Existing Lease and the terms and conditions of this Eleventh Amendment, the terms and conditions of this Eleventh Amendment shall prevail.

20. Counterparts. This Eleventh Amendment may be executed in counterparts, each of which shall constitute an original, and all of which, together, shall constitute one document.

21. SIGNATURES. The parties hereto consent and agree that this Eleventh Amendment may be signed and/or transmitted by facsimile, e-mail of a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's handwritten signature. The parties further consent and agree that (1) to the extent a party signs this Eleventh Amendment using electronic signature technology, by clicking "SIGN", such party is signing this Eleventh Amendment electronically, and (2) the electronic signatures appearing on this Eleventh Amendment shall be treated, for purposes of validity, enforceability and admissibility, the same as handwritten signatures.


22. Authorization. The individuals signing on behalf of each party hereby represents and warrants that such individual has the capacity set forth on the signature pages hereof and has full power and authority to bind such party to the terms hereof.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto have executed this Eleventh Amendment as of the date first above written.

"LANDLORD"

KRE EXCHANGE OWNER LLC,



a Delaware limited liability

company

By: Print Name: Daniel Rudin

Title: Authorized Signatory

"TENANT"

DROPBOX, INC.,

a Delaware corporation



By: Print Name: Tim Regan

Title: CFO



EXHIBIT A

GIVE-BACK SPACE

1. Tranche I Give-Back Space:

- a. Floors 4 and 5, in their entirety, of the North Tower.

2. Tranche II Give-Back Space:

- a. Floors 6 and 7, in their entirety, of the North Tower.

3. Tranche III Give-Back Space:

- a. Floor 10, in its entirety, of the South Tower and Floor 6, in its entirety, of the North Building.

EXHIBIT A-1**TRANCHE I:****RENTABLE SQUARE FOOTAGE OF EACH FLOOR OF THE PREMISES**

BUILDING	LEVEL	RENTABLE SQUARE FEET PER FLOOR	BLDG RENTABLE SQUARE FEET	COMPLEX RENTABLE SQUARE FEET
BLDG1 NORTH TOWER	L1	12,289.09*	299 255.17	
	L2	23,421.33		
	L3	23,439.15		
	L4	27,338.28**		
	L5	24,618.21**		
	L6	27,596.04		
	L7	26,657.33		
	L8	26,577.07**		
	L9	26,577.07**		
	L10	26,913.87**		
	L11	26,913.87**		
	L12	26,913.87**		
BLDG 2 NORTH BUILDING	L1	2,381.03	125,199.52	424 454.69
	L2	11,816.12		
	L3	11,788.80		
	L4	33,664.07		
	L5	32,816.33		
	L6	32,733.18		
BLDG3 SOUTH TOWER	L1	807.73	259,551.05	
	L2	464.45		
	L3	1,591.71		
	L4	30,104.76		
	L5	29,549.59		
	L6	29,550.77		
	L7	29,486.99		
	L8	29,543.96		
	L9	29,543.96		
	L10	26,302.38		
	L11	26,302.38		
	L12	26,302.38		
BLDG4 SOUTH BUILDING	L1	12,564.47	66,364.58	325 915.63
	L2	0.00		
	L3	13,986.84		
	L4	13,313.33		
	L5	13,337.09		
	L6	13,162.86		
TOTAL OVERALL BUILDING FLOOR AREA 750 370.32				
*Retail Space, not part of the Premises.				
**Give-Back Space, not part of the Premises.				

EXHIBIT A-2**TRANCHE II:****RENTABLE SQUARE FOOTAGE OF EACH FLOOR OF THE PREMISES**

BUILDING	LEVEL	RENTABLE SQUARE FEET PER FLOOR	BLDG RENTABLE SQUARE FEET	COMPLEX RENTABLE SQUARE FEET
BLDG1 NORTH TOWER	L1	12,289.09*	299 255.17	
	L2	23,421.33		
	L3	23,439.15		
	L4	27,338.28**		
	L5	24,618.21**		
	L6	27,596.04**		
	L7	26,657.33**		
	L8	26,577.07**		
	L9	26,577.07**		
	L10	26,913.87**		
	L11	26,913.87**		
	L12	26,913.87**		
BLDG 2 NORTH BUILDING	L1	2,381.03	125,199.52	424 454.69
	L2	11,816.12		
	L3	11,788.80		
	L4	33,664.07		
	L5	32,816.33		
	L6	32,733.18		
BLDG3 SOUTH TOWER	L1	807.73	259,551.05	
	L2	464.45		
	L3	1,591.71		
	L4	30,104.76		
	L5	29,549.59		
	L6	29,550.77		
	L7	29,486.99		
	L8	29,543.96		
	L9	29,543.96		
	L10	26,302.38		
	L11	26,302.38		
	L12	26,302.38		
BLDG4 SOUTH BUILDING	L1	12,564.47	66,364.58	325,915.63
	L2	0.00		
	L3	13,986.84		
	L4	13,313.33		
	L5	13,337.09		
	L6	13,162.86		
TOTAL OVERALL BUILDING FLOOR AREA 750 370.32				
*Retail Space, not part of the Premises.				
**Give-Back Space, not part of the Premises.				

EXHIBIT A-3**TRANCHE III:****RENTABLE SQUARE FOOTAGE OF EACH FLOOR OF THE PREMISES**

BUILDING	LEVEL	RENTABLE SQUARE FEET PER FLOOR	BLDG RENTABLE SQUARE FEET	COMPLEX RENTABLE SQUARE FEET
BLDG1 NORTH TOWER	L1	12,289.09*	299 255.17	
	L2	23,421.33		
	L3	23,439.15		
	L4	27,338.28**		
	L5	24,618.21**		
	L6	27,596.04**		
	L7	26,657.33**		
	L8	26,577.07**		
	L9	26,577.07**		
	L10	26,913.87**		
	L11	26,913.87**		
	L12	26,913.87**		
BLDG 2 NORTH BUILDING	L1	2,381.03	125,199.52	424 454.69
	L2	11,816.12		
	L3	11,788.80		
	L4	33,664.07		
	L5	32,816.33		
	L6	32,733.18**		
BLDG3 SOUTH TOWER	L1	807.73	259,551.05	
	L2	464.45		
	L3	1,591.71		
	L4	30,104.76		
	L5	29,549.59		
	L6	29,550.77		
	L7	29,486.99		
	L8	29,543.96		
	L9	29,543.96		
	L10	26,302.38**		
	L11	26,302.38		
	L12	26,302.38		
BLDG4 SOUTH BUILDING	L1	12,564.47	66,364.58	325,915.63
	L2	0.00		
	L3	13,986.84		
	L4	13,313.33		
	L5	13,337.09		
	L6	13,162.86		
TOTAL OVERALL BUILDING FLOOR AREA 750 370.32				
*Retail Space, not part of the Premises.				
**Give-Back Space, not part of the Premises.				

EXHIBIT B

Form of Access Agreement

(attached hereto)

Exhibit B

October 4, 2023

Eric Cox

Offer of Employment by Dropbox, Inc.

Dear Eric:

On behalf of Dropbox, Inc. ("Dropbox"), we are pleased to offer you full-time employment in US - California - San Francisco Metro, USA commencing on December 5, 2023, unless otherwise agreed to by you and Dropbox.¹ Dropbox is a Virtual First company which means that your primary work experience will be remote. You will initially have the position of Chief Customer Officer, Level MGR9 and will initially report to the Chief Executive Officer. The terms of this Agreement are as follows:

1. Compensation.

Salary. Your starting annualized salary will be \$500,000.00 per year, paid in accordance with Dropbox's normal payroll procedures. This is a non-exempt position. Dropbox provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law.

Bonus. You will be eligible to receive an annual bonus of 100% of your base salary, contingent upon Dropbox's annual performance and your annual performance rating. No bonus will be earned or received unless you're still employed on the payment date. If you have been employed by Dropbox for less than a year, any bonus earned will be prorated. If you start on or after November 1 of your starting year, you will not be eligible for the bonus for that year but will be eligible in future years, subject to the bonus policy.

Equity. We will recommend to the Dropbox Board of Directors (or its delegate) that you be granted restricted stock units ("RSUs") with an approximate current value of \$11,000,000.00 under Dropbox's equity incentive plan, with the number of shares granted to be determined by the average closing price of Dropbox common stock for the prior month (the "Grant"). The Grant will be subject to the terms of Dropbox's Equity Award Grant Policy, equity incentive plan, and the Restricted Stock Unit Agreement between you and Dropbox. This Grant is further subject to the Board's approval and the promise to recommend the approval does not create an obligation for Dropbox to issue any equity grant. Further details on the equity plan and will be provided upon the Board's (or its delegate's) approval of the Grant.

¹ Nothing in this Agreement, including Section 9, requires that a change to your start date be in a writing signed by both parties. An electronic agreement to your new start date by both parties will be sufficient.

2. Benefits. You and your family members will be eligible to participate in Dropbox's standard employee benefits plans as they are provided to US - California - San Francisco Metro, USA employees to the extent that you meet their eligibility criteria. This Section 2 does not create any obligation on the part of Dropbox to adopt or maintain any employee benefit plan or program at any time. Dropbox may amend or terminate, any employee benefit plan or program at any time.

3. Confidentiality. As an employee of Dropbox, you will have access to certain confidential information of Dropbox and you may, during the course of your employment, develop certain information or inventions that will be Dropbox property. To protect Dropbox's interests, you will need to sign Dropbox's standard "Employee Invention Assignment and Confidentiality Agreement" ("EIACA") as a condition of your employment. We do not want you to, and we direct you not to, bring with you any confidential or proprietary material of any former employer or other party or to violate any other obligations you may have to any former employer or other party. You represent that your signing of this offer letter, agreement(s) concerning equity incentives granted to you, if any, and Dropbox's EIACA and your commencement of employment with Dropbox will not violate or conflict with the terms of any agreement currently in place between you and current or past employers or other parties.

4. Duty Not to Compete. During the period that you render services to Dropbox, you agree to not engage in any employment, business or activity that is in any way competitive with the business or proposed business of Dropbox. You will disclose to Dropbox in writing any other employment, business or activity that you are currently associated with or participate in that competes or may compete with Dropbox. During the period that you render services to Dropbox, you will not assist any other person or organization in competing with Dropbox or in preparing to engage in competition with the business or proposed business of Dropbox.

5. At-Will Employment. If you decide to accept our offer, and we hope that you will, you will be an at-will employee of Dropbox, which means the employment relationship can be terminated by either you or Dropbox for any reason, at any time, with or without prior notice or cause. Any statements or representations to the contrary (and, indeed, any statements contradicting any provision in this letter) should be regarded by you as ineffective. Further, your participation in any equity or benefit program should not be regarded as assuring you of continuing employment for any period of time. Any modification or change in your at-will employment status may only occur by a written employment agreement signed by you and Dropbox's Chief Executive Officer or his delegate. Dropbox reserves the right to modify the terms of your employment, as well as any of the terms set forth in this letter or in any other policy, letter or agreement..

6. Authorization to Work. Within three business days after starting your new position you will need to present documentation demonstrating that you have authorization to work in the United States. This offer of employment will be void if you fail to timely provide such authorization. If you have questions about this requirement, which applies to U.S. citizens and non-U.S. citizens alike, you may contact your supervisor.

7. Arbitration (Not applicable to Sexual Harassment or Discrimination Claims) Except as explained in this paragraph, you and Dropbox shall submit to mandatory and exclusive binding arbitration of any and all controversies or claims arising from, or relating to, your employment with Dropbox and/or the termination of your employment that are based upon any federal, state or local ordinance, statute, regulation or constitutional provision. The sole exceptions are claims for workplace sexual harassment and/or discrimination; claims under applicable workers' compensation law; unemployment insurance claims; actions seeking provisional remedies pursuant to California Code of Civil Procedure Section 1281.8 or equivalent laws in other jurisdictions; and/or claims expressly prohibited by law from being subject to binding arbitration (the "Excluded Claims"). While you're not required to arbitrate any of the Excluded Claims, you may choose to do so if you'd like once a dispute arises. It's entirely up to you.

Also, you agree to submit any of the Excluded Claims to pre-suit mediation before filing any civil action alleging such claim(s). This way, the parties will have an early opportunity to try and reach an amicable resolution of their dispute. The mediation will be with a mutually selected neutral mediator from JAMS and Dropbox will pay all reasonable mediation fees. If either Dropbox or you brings both arbitrable and non-arbitrable claims in the same or related action, both agree that the non-arbitrable claims shall be stayed until the conclusion of arbitration, to the extent allowed by law.

THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO CLAIMS SUBJECT TO ARBITRATION UNDER THIS AGREEMENT. You and Dropbox agree that the arbitrator shall have the sole authority to determine the arbitrability of all claims. You also 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 your ability to file such claims (including, but not limited to, the National Labor Relations Board, the Equal Employment Opportunity Commission, and the Department of Labor). However the parties agree that, to the fullest extent permitted by law and consistent with this Agreement, arbitration shall be the exclusive remedy for the subject matter of such administrative claims. Such arbitration shall be governed by the Federal Arbitration Act and conducted through JAMS in San Francisco, California, before a single neutral arbitrator, in accordance with the employment arbitration rules in effect at that time; alternatively, the parties may mutually agree on a location for arbitration through JAMS. The JAMS Employment Arbitration Rules may be found and reviewed at <https://www.jamsadr.com/rules-employment-arbitration/>. If you are unable to access these rules, please let your Recruiter know and they will provide you a hardcopy. The arbitrator shall issue a written decision that contains the essential findings and conclusions on which the decision is based. You shall bear only those costs of arbitration you would otherwise bear had you brought a claim covered by this Agreement in court. Judgment upon the determination or award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

8. Background Check. This offer and your employment are contingent upon satisfactory verification of criminal, education, and employment background. You will not be able to begin your employment until the verification has been completed, and this offer may be rescinded based upon information obtained from your background check, consistent with the applicable law.

9. Complete Agreement. This Agreement and the EIACA constitute the entire agreement relating to your employment and supersedes all prior offers, written or oral, with respect to your employment by Dropbox. Except as otherwise stated above, this Agreement may only be modified by an agreement in writing signed by both parties.

10. Governing Law. This Agreement, except to the extent governed by the Federal Arbitration Act, will be governed by California law.

11. Acceptance. This offer will remain open until October 9th, 2023 and is contingent upon you beginning continuous full-time employment by the commencement date above and in the location identified above. This offer, except to the extent governed by the Federal Arbitration Act, will be governed by US - California - San Francisco Metro, USA law. Your signature will acknowledge that you have read and understood and agree to the terms of this offer and any attachments.

We look forward to welcoming you to Dropbox.

Very truly yours,

/s/ Drew Houston

Drew Houston

Chief Executive Officer

I have read and understood this offer letter and hereby acknowledge, accept and agree to the terms as set forth above and further acknowledge that no other commitments were made to me as part of my employment offer except as specifically set forth herein.

/s/ Eric Cox 10/05/2023

Eric Cox Date Signed

Subsidiaries of Registrant**Name of Subsidiary**

Dropbox Canada Limited
 Dropbox Holding, LLC
 Hypertools, Inc.
 Orcinus Holdings, LLC
 CloudOn, Inc.
 DocSend, Inc.
 Dropbox Australia Pty Ltd.
 Dropbox France S.A.S
 Dropbox France S.A.S, Paris, Zweigniederlassung Zurich
 Dropbox Germany GmbH
 Dropbox International Unlimited Company
 Dropbox Israel Online Ltd.
 Dropbox Japan KK
 Dropbox Mexico S. de R.L. de C.V
 Dropbox Netherlands B.V.
 Dropbox Poland sp. z.o.o.
 Dropbox Singapore Pte. Ltd.
 Dropbox Sweden AB
 Dropbox Taiwan Co. Ltd.
 Dropbox UK Online Ltd.
 King Street Labs, LLC
 Valt Inc.

Jurisdiction of Incorporation

British Columbia
 Delaware
 Delaware
 Delaware
 Delaware
 Delaware
 Australia
 France
 Switzerland
 Germany
 Ireland
 Israel
 Japan
 Mexico
 Netherlands
 Poland
 Singapore
 Sweden
 Taiwan
 United Kingdom
 Oregon
 Delaware

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the following Registration Statements:

- (1) Registration Statements (Form S-8 Nos. 333-269924, 333-262866, 333-253304, 333-236570, 333-229842) pertaining to the 2018 Equity Incentive Plan of Dropbox, Inc.,
- (2) Registration Statement (Form S-8 No. 333-255665) pertaining to the 2013 Stock Plan and 2015 Stock Option and Grant Plan of DocSend, Inc.,
- (3) Registration Statement (Form S-8 No. 333-229924) pertaining to the 2011 Equity Incentive Plan of JN Projects, Inc., and
- (4) Registration Statement (Form S-8 No. 333-223863) pertaining to the 2008 Equity Incentive Plan of Dropbox, Inc., 2017 Equity Incentive Plan of Dropbox, Inc., 2018 Equity Incentive Plan of Dropbox, Inc., and 2018 Employee Stock Purchase Plan of Dropbox, Inc;

of our reports dated **February 16, 2024**, with respect to the consolidated financial statements of Dropbox, Inc. and the effectiveness of internal control over financial reporting of Dropbox, Inc. included in this Annual Report (Form 10-K) of Dropbox, Inc. for the year ended December 31, 2023.

/s/ Ernst & Young LLP

San Francisco, California
February 16, 2024

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

I, Andrew W. Houston, certify that:

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

Date: February 16, 2024

DROPBOX, INC.

By: /s/ Andrew W. Houston
Name: Andrew W. Houston
Title: Chief Executive Officer
(Principal Executive Officer)

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

I, Timothy J. Regan, certify that:

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

Date: February 16, 2024

DROPBOX, INC.

By: /s/ Timothy J. Regan
Name: Timothy J. Regan
Title: Chief Financial Officer
(Principal Accounting and
Financial Officer)

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

Pursuant to the requirement set forth in Rule 13a-14(b) of the Securities Exchange Act of 1934, as amended, (the "Exchange Act") and Section 1350 of Chapter 63 of Title 18 of the United States Code (18 U.S.C. §1350), Andrew W. Houston, Chief Executive Officer of Dropbox, Inc.. (the "Company"), and Timothy J. Regan, Chief Financial Officer of the Company, each hereby certifies that, to the best of his knowledge:

1. The Company's Annual Report on Form 10-K for the year ended December 31, 2023, to which this Certification is attached as Exhibit 32.1 (the "Periodic Report"), fully complies with the requirements of Section 13(a) or Section 15(d) of the Exchange Act; and
2. The information contained in the Periodic Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 16, 2024

/s/ Andrew W. Houston

Andrew W. Houston

Chief Executive Officer

(Principal Executive Officer)

/s/ Timothy J. Regan

Timothy J. Regan

Chief Financial Officer

(Principal Accounting and Financial Officer)

Dropbox, Inc.**Incentive-BASED Compensation Recovery Policy**

1. **Policy Purpose.** The purpose of this Dropbox, Inc. (the "**Company**") Incentive-Based Compensation Recovery Policy (this "**Policy**") is to enable the Company to recover Erroneously Awarded Compensation in the event that the Company is required to prepare an Accounting Restatement. This Policy is intended to comply with the requirements set forth in Listing Rule 5608 of the corporate governance rules of The Nasdaq Stock Market (the "**Listing Rule**") and shall be construed and interpreted in accordance with such intent. Unless otherwise defined in this Policy, capitalized terms shall have the meaning ascribed to such terms in **Section 7**. This Policy shall become effective on December 1, 2023.
 2. **Policy Administration.** This Policy shall be administered by the Talent and Compensation Committee of the Board (the "**Committee**") unless the Board determines to administer this Policy itself. The Committee has full and final authority to make all determinations under this Policy. All determinations and decisions made by the Committee pursuant to the provisions of this Policy shall be final, conclusive and binding on all persons, including the Company, its affiliates, its stockholders and Executive Officers. Any action or inaction by the Committee with respect to an Executive Officer under this Policy in no way limits the Committee's actions or decisions not to act with respect to any other Executive Officer under this Policy or under any similar policy, agreement or arrangement, nor shall any such action or inaction serve as a waiver of any rights the Company may have against any Executive Officer other than as set forth in this Policy.
 3. **Policy Application.** This Policy applies to all Incentive-Based Compensation received by a person: (a) after beginning service as an Executive Officer; (b) who served as an Executive Officer at any time during the performance period for such Incentive-Based Compensation; (c) while the Company had a class of securities listed on a national securities exchange or a national securities association; and (d) during the three completed fiscal years immediately preceding the Accounting Restatement Date. In addition to such last three completed fiscal years, the immediately preceding clause (d) includes any transition period that results from a change in the Company's fiscal year within or immediately following such three completed fiscal years; provided, however, that a transition period between the last day of the Company's previous fiscal year end and the first day of its new fiscal year that comprises a period of nine to twelve months shall be deemed a completed fiscal year. For purposes of this **Section 3**, Incentive-Based Compensation is deemed received in the Company's fiscal period during which the Financial Reporting Measure specified in the Incentive-Based Compensation award is attained, even if the payment or grant of the Incentive-Based Compensation occurs after the end of that period. For the avoidance of doubt, Incentive-Based Compensation that is subject to both a Financial Reporting Measure vesting condition and a service-based vesting condition shall be considered received when the relevant Financial Reporting Measure is achieved, even if the Incentive-Based Compensation continues to be subject to the service-based vesting condition.
-

4. Policy Recovery Requirement. In the event of an Accounting Restatement, the Company must recover, reasonably promptly, Erroneously Awarded Compensation, in amounts determined pursuant to this Policy. The Company's obligation to recover Erroneously Awarded Compensation is not dependent on if or when the Company files restated financial statements. Recovery under this Policy with respect to an Executive Officer shall not require the finding of any misconduct by such Executive Officer or such Executive Officer being found responsible for the accounting error leading to an Accounting Restatement. In the event of an Accounting Restatement, the Company shall satisfy the Company's obligations under this Policy to recover any amount owed from any applicable Executive Officer by exercising its sole and absolute discretion in how to accomplish such recovery. The Company's recovery obligation pursuant to this Section 4 shall not apply to the extent that the Committee, or in the absence of the Committee, a majority of the independent directors serving on the Board, determines that such recovery would be impracticable and:
- a. The direct expense paid to a third party to assist in enforcing this Policy would exceed the amount to be recovered. Before concluding that it would be impracticable to recover any amount of Erroneously Awarded Compensation based on expense of enforcement, the Company must make a reasonable attempt to recover such Erroneously Awarded Compensation, document such reasonable attempt(s) to recover, and provide that documentation to the Stock Exchange; or
 - b. Recovery would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the registrant, to fail to meet the requirements of Section 401(a)(13) or Section 411(a) of the Code.
5. Policy Prohibition on Indemnification and Insurance Reimbursement. The Company is prohibited from indemnifying any Executive Officer or former Executive Officer against the loss of Erroneously Awarded Compensation. Further, the Company is prohibited from paying or reimbursing an Executive Officer for purchasing insurance to cover any such loss.
6. Required Policy-Related Filings. The Company shall file all disclosures with respect to this Policy in accordance with the requirements of the Federal securities laws, including disclosures required by U.S. Securities and Exchange Commission filings.
7. Definitions.
- a. "Accounting Restatement" means an accounting restatement due to the material noncompliance of the Company with any financial reporting requirement under the securities laws, including any required accounting restatement to correct an error in previously issued financial statements that is material to the previously issued financial statements, or that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period.
 - b. "Accounting Restatement Date" means the earlier to occur of: (i) the date the Board, a committee of the Board, or the officer or officers of the Company authorized to take such action if the Board action is not required, concludes, or reasonably should have concluded, that the Company is required to prepare an Accounting Restatement; and (ii)
-

the date a court, regulator, or other legally authorized body directs the Company to prepare an Accounting Restatement.

- c. "Board" means the board of directors of the Company.
 - d. "Code" means the U.S. Internal Revenue Code of 1986, as amended. Any reference to a section of the Code or regulation thereunder includes such section or regulation, any valid regulation or other official guidance promulgated under such section, and any comparable provision of any future legislation or regulation amending, supplementing, or superseding such section or regulation.
 - e. "Erroneously Awarded Compensation" means, in the event of an Accounting Restatement, the amount of Incentive-Based Compensation previously received that exceeds the amount of Incentive-Based Compensation that otherwise would have been received had it been determined based on the restated amounts in such Accounting Restatement, and must be computed without regard to any taxes incurred or paid by the relevant Executive Officer; provided, however, that for Incentive-Based Compensation based on stock price or total stockholder return, where the amount of Erroneously Awarded Compensation is not subject to mathematical recalculation directly from the information in an Accounting Restatement: (i) the amount of Erroneously Awarded Compensation must be based on a reasonable estimate of the effect of the Accounting Restatement on the stock price or total stockholder return upon which the Incentive-Based Compensation was received; and (ii) the Company must maintain documentation of the determination of that reasonable estimate and provide such documentation to the Stock Exchange.
 - f. "Executive Officer" means the Company's president, principal financial officer, principal accounting officer (or if there is no such accounting officer, the controller), any vice-president of the Company in charge of a principal business unit, division, or function (such as sales, administration, or finance), any other officer who performs a policy-making function, or any other person who performs similar policy-making functions for the Company. An executive officer of the Company's parent or subsidiary is deemed an "Executive Officer" if the executive officer performs such policy making functions for the Company. For the avoidance of doubt, "Executive Officer" includes, but is not limited to, any person identified as an executive officer pursuant to Item 401(b) of Regulation S-K under the U.S. Securities Act of 1933, as amended.
 - g. "Financial Reporting Measure" means any measure that is determined and presented in accordance with the accounting principles used in preparing the Company's financial statements, and any measure that is derived wholly or in part from such measure; provided, however, that a Financial Reporting Measure is not required to be presented within the Company's financial statements or included in a filing with the U.S. Securities and Exchange Commission to qualify as a "Financial Reporting Measure." For purposes of this Policy, "Financial Reporting Measure" includes, but is not limited to, stock price and total stockholder return.
 - h. "Incentive-Based Compensation" means any compensation that is granted, earned, or vested based wholly or in part upon the attainment of a Financial Reporting Measure.
-

- i. "Stock Exchange" means the national stock exchange on which the Company's common stock is listed.
 - 8. Acknowledgement. Each Executive Officer shall sign and return to the Company, within 30 calendar days following the later of (i) the effective date of this Policy first set forth above or (ii) the date the individual becomes an Executive Officer, the Acknowledgement Form attached hereto as Exhibit A, pursuant to which the Executive Officer agrees to be bound by, and to comply with, the terms and conditions of this Policy.
 - 9. Committee Indemnification. Any members of the Committee, and any other members of the Board who assist in the administration of this Policy, shall not be personally liable for any action, determination or interpretation made with respect to this Policy and shall be fully indemnified by the Company to the fullest extent under applicable law and Company policy with respect to any such action, determination or interpretation. The foregoing sentence shall not limit any other rights to indemnification of the members of the Board under applicable law or Company policy.
 - 10. Severability. The provisions in this Policy are intended to be applied to the fullest extent of the law. To the extent that any provision of this Policy is found to be unenforceable or invalid under any applicable law, such provision shall be applied to the maximum extent permitted, and shall automatically be deemed amended in a manner consistent with its objectives to the extent necessary to conform to any limitations required under applicable law.
 - 11. Amendment; Termination. The Board may amend this Policy from time to time in its sole and absolute discretion and shall amend this Policy as it deems necessary to reflect the Listing Rule. The Board may terminate this Policy at any time.
 - 12. Other Recovery Obligations; General Rights. To the extent that the application of this Policy would provide for recovery of Incentive-Based Compensation that the Company recovers pursuant to Section 304 of the Sarbanes-Oxley Act or other recovery obligations, the amount the relevant Executive Officer has already reimbursed the Company will be credited to the required recovery under this Policy. This Policy shall not limit the rights of the Company to take any other actions or pursue other remedies that the Company may deem appropriate under the circumstances and under applicable law. To the maximum extent permitted under the Listing Rule, this Policy shall be administered in compliance with (or pursuant to an exemption from the application of) Section 409A of the Code.
 - 13. Successors. This Policy is binding and enforceable against all Executive Officers and their beneficiaries, heirs, executors, administrators or other legal representatives.
 - 14. Governing Law; Venue. This Policy and all rights and obligations hereunder are governed by and construed in accordance with the internal laws of the State of Delaware, excluding any choice of law rules or principles that may direct the application of the laws of another jurisdiction. All actions arising out of or relating to this Policy shall be heard and determined exclusively in the Court of Chancery of the State of Delaware or, if such court declines to exercise jurisdiction or if subject matter jurisdiction over the matter that is the subject of any such legal action or proceeding is vested exclusively in the U.S. Federal courts, the U.S. District Court for the District of Delaware.
-

