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

FORM 10-Q

(Mark One)

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

For the quarterly period ended September 30, 2026

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 001-41691

Kodiak AI, Inc.
(Exact name of registrant as specified in its charter)

Delaware	**98-1592112**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
1049 Terra Bella Avenue Mountain View, CA 94043	**94043-7373**
(Address of Principal Executive Offices)	(Zip Code)

(650) 209-8005
(Registrant's telephone number, including area code)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, par value $0.0001 per share	KDK	The Nasdaq Stock Market LLC
Redeemable warrants, each exercisable for one share of common stock at an exercise price of $9.28	KDKRW	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

Yes ☒ No ☐

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

Large accelerated filer	☐	Accelerated filer	☒
Non-accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes ☐ No ☒

As of October 30, 2026, the number of shares of the registrant's common stock outstanding was 204,083,603.

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CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q (this "Quarterly Report") contains forward-looking statements within the meaning of the federal securities laws, which statements involve substantial risks and uncertainties. Such forward-looking statements may include our or our management teams' expectations, hopes, beliefs, intentions or strategies regarding the future. Forward-looking statements may be identified by the use of words such as "anticipate," "believe," "continue," "could," "estimate," "expect," "forecast," "intend," "may," "plan," "potential," "project," "seek," "should," "will," "would" and similar expressions that predict or indicate future events or trends or that are not statements of historical matters, but the absence of these words does not mean that a statement is not forward-looking. Forward-looking statements in this Quarterly Report may include, for example, statements about:

- our operational and product roadmap, and our ability to produce and deploy the Kodiak Driver at scale;
- the regulatory landscape for the Kodiak Driver and complexities with compliance related to such landscape, including with respect to recent changes in tariffs and trade policy;
- the evolution of our business model over time;
- developments relating to our competitors and industry;
- our ability to successfully collaborate with business partners, suppliers, and customers;
- our expectations regarding our ability to obtain, maintain, protect and enforce our intellectual property rights;
- our future capital requirements and sources and uses of cash;
- our expectations regarding our cash runway and ability to continue as a going concern;
- our ability to raise additional capital through future debt or equity offerings and any associated dilution or restrictive covenants;
- our expectations regarding the ongoing implementation of our enterprise resource planning system and any effect on our internal control over financial reporting;
- our success in retaining or recruiting, or changes required in, our officers, key employees or directors;
- our expectations regarding expansion plans and opportunities, including into international markets;
- the potential liquidity and trading of our public securities;
- the ongoing effects of current and future global economic conditions;
- any changes in our strategy, future operations, financial position, estimated revenues and losses, projected costs, prospects and plans; and
- expectations regarding our status as an emerging growth company under the JOBS Act.

These forward-looking statements are based on information available as of the date of this Quarterly Report and current expectations, forecasts and assumptions and involve a number of judgments, risks and uncertainties.

Accordingly, forward-looking statements should not be relied upon as representing our views as of any subsequent date. Except as required under applicable securities laws, neither we nor our affiliates have any obligation and specifically disclaim any such obligation to update forward-looking statements to reflect events or circumstances after the date they were made, whether as a result of new information, future events or otherwise. These forward-looking statements are provided for illustrative purposes only and are not intended to serve as and must not be relied on by investors as a guarantee, an assurance, a prediction or a definitive statement of fact or probability. We caution you that the foregoing list does not contain all of the forward-looking statements made in this Quarterly Report.

We operate in a competitive and rapidly changing environment. New risks and uncertainties emerge from time to time and it is not possible for us to predict all risks and uncertainties that could have an impact on the forward-looking statements contained in this Quarterly Report. 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. Some factors that could cause actual results to differ include:

- significant risks and uncertainties associated with rapidly evolving autonomous vehicle ("AV") technology;
- our limited operating history, including our net losses and undemonstrated ability to achieve profitability;
- our ability to execute our Driver-as-a-Service or DaaS business model, including maintaining, retaining and expanding customer relationships and scaling production and commercial deliveries on expected timelines;
- any flaws or errors in our solutions or flaws in or misuse of AV technology in general;
- the risk of significant injury, including fatalities, presented by AV technology;
- the effects of competition on our business;
- risks related to working with third-party suppliers, OEMs, upfitters, service providers and partners for key components of the Kodiak Driver, including supply shortages, lead times, and operational design domain ("ODD") expansion;
- our dependence on a limited number of customers, including Atlas and defense customers, for a significant portion of our revenue;
- our reliance on the experience and expertise of our management team, engineers and other key employees;
- our ability to establish, maintain, protect or enforce our technology and intellectual property rights and defend intellectual property infringement claims from others;
- changes in the regulatory environment, including changes to tariff and trade policies;
- risks related to general business and economic conditions, including those related to the long-haul trucking, industrial trucking, oil and gas and defense ecosystems;
- real or perceived inaccuracies in our assumptions and estimates to calculate certain metrics;
- our ability to raise capital in the future and our ability to manage our growth, cash and expenses;
- our ability to maintain the listing of our securities on the Nasdaq Stock Market LLC ("Nasdaq");
- any legal proceedings instituted against us; and
- other risks and uncertainties described in this Quarterly Report, including those detailed under the section titled "*Risk Factors*."

If any of the risks or uncertainties described in this Quarterly Report materialize or the underlying assumptions prove incorrect, actual results and plans could differ materially from the results implied by any forward-looking statements. There may be additional risks that we presently do not know or that we currently believe are immaterial that could also cause actual results to differ from those contained in the forward-looking statements.

Part I - Financial Information

Item 1. Financial Statements

Kodiak AI, Inc.

Condensed Consolidated Balance Sheets

(In thousands, except par values; unaudited)

	September 30, 2026	December 31, 2025
Assets		
Current assets:		
Cash and cash equivalents	$ 30,883	$ 50,761
Marketable securities	82,761	69,908
Accounts receivable	277	879
Prepaid expenses and other current assets	5,788	4,464
Total current assets	119,709	126,012
Restricted cash	950	1,450
Property and equipment, net	32,777	26,553
Operating lease right-of-use assets	4,890	5,261
Other assets	178	131
Total assets	$ 158,504	$ 159,407
Liabilities, redeemable convertible preferred stock and stockholders' deficit		
Current liabilities:		
Accounts payable	$ 272	$ 1,455
Accrued expenses and other current liabilities	18,099	11,354
Operating lease liabilities, current	2,018	1,916
Debt, current portion	666	1,065
Second lien loans	12,632	10,872
Total current liabilities	33,687	26,662
Debt, net of current portion	29,410	29,878
Operating lease liabilities, noncurrent	3,099	3,584
Common stock warrants	19,521	158,346
Other liabilities	973	804
Total liabilities	86,690	219,274
Commitments and contingencies (Note 9)		
Redeemable convertible preferred stock		
Series A cumulative redeemable convertible preferred stock, $0.0001 par value; 20,000 shares authorized; 142 shares issued and outstanding	223,185	223,185
Stockholders' deficit		
Common stock, $0.0001 par value; 1,980,000 shares authorized; 196,364[1] and 175,440[1] shares issued and outstanding as of September 30, 2026 and December 31, 2025, respectively	20	17
Additional paid-in capital	636,005	570,578
Accumulated other comprehensive (loss) income	(108)	22
Accumulated deficit	(787,288)	(853,669)
Total stockholders' deficit	(151,371)	(283,052)
Total liabilities, redeemable convertible preferred stock and stockholders' deficit	$ 158,504	$ 159,407

[1] Excludes 6,250,000 shares legally issued and outstanding related to sponsor earn out securities (see Note 3).

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

Kodiak AI, Inc.

Condensed Consolidated Statements of Operations and Comprehensive (Loss) Income

(In thousands, except per share amounts; unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
Revenues	$ 2,969	$ 770	$ 8,298	$ 2,744
Operating expenses:				
Research and development	25,422	13,452	65,674	35,804
General and administrative	14,532	9,177	39,391	21,463
Truck and freight operations	11,507	6,627	30,461	16,102
Sales and marketing	1,886	1,483	4,679	3,290
Total operating expenses	53,347	30,739	140,205	76,659
Loss from operations	(50,378)	(29,969)	(131,907)	(73,915)
Other (expenses) income:				
Interest expense	(922)	(941)	(2,727)	(3,365)
Interest income and other, net	1,107	(3,018)	1,633	(2,555)
Loss on issuance of equity instruments	—	(210,722)	—	(210,722)
Change in fair value of common stock warrants	78,213	—	201,151	—
Change in fair value of second lien loans	(607)	(21,784)	(1,760)	(23,938)
Change in fair value of simple agreements for future equity	—	2,473	—	(190,075)
Change in fair value of redeemable convertible preferred stock warrant liabilities	—	(5,974)	—	(7,272)
Total other (expenses) income, net	77,791	(239,966)	198,297	(437,927)
Net (loss) income before income taxes	27,413	(269,935)	66,390	(511,842)
Income tax benefit (expense)	1	—	(9)	(4)
Net (loss) income	$ 27,414	$ (269,935)	$ 66,381	$ (511,846)
Unrealized (losses) gains on marketable securities, net of tax	10	—	(130)	—
Comprehensive (loss) income	$ 27,424	$ (269,935)	$ 66,251	$ (511,846)
Net (loss) income	$ 27,414	$ (269,935)	$ 66,381	$ (511,846)
Adjustments to net (loss) income attributable to common stockholders (see Note 16)	(6,885)	—	(59,014)	—
Net (loss) income attributable to common stockholders	$ 20,529	$ (269,935)	$ 7,367	$ (511,846)
Net (loss) income per common share, basic (see Note 16)	$ 0.11	$ (3.89)	$ 0.04	$ (8.13)
Net (loss) income per common share, diluted (see Note 16)	$ 0.09	$ (3.89)	$ (1.03)	$ (8.13)
Weighted-average common shares outstanding, basic	194,506	69,405	186,098	62,978
Weighted-average common shares outstanding, diluted	227,558	69,405	188,085	62,978

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

Kodiak AI, Inc.

Condensed Consolidated Statements of Redeemable Convertible Preferred Stock and Stockholders' Deficit

(In thousands; unaudited)

	Redeemable Convertible Preferred Stock		Common Stock		Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive (Loss) Income	Total Stockholders' Deficit
	Shares	Amount	Shares	Amount				
Balance as of December 31, 2025	142	$ 223,185	175,440	$ 17	$ 570,578	$ (853,669)	$ 22	$ (283,052)
Issuance of common stock upon exercise of common stock warrants	—	—	386	—	3,584	—	—	3,584
Issuance of common stock upon exercise of stock options	—	—	1,650	1	972	—	—	973
Stock-based compensation	—	—	—	—	6,111	—	—	6,111
Other comprehensive loss	—	—	—	—	—	—	(24)	(24)
Net income	—	—	—	—	—	26,490	—	26,490
Balance as of March 31, 2026	142	$ 223,185	177,476	$ 18	$ 581,245	$ (827,179)	$ (2)	$ (245,918)
Issuance of common stock in connection with a private placement, net of transaction costs	—	—	15,385	1	34,125	—	—	34,126
Issuance of common stock upon exercise of common stock warrants	—	—	594	—	3,563	—	—	3,563
Issuance of common stock upon exercise of stock options	—	—	718	—	469	—	—	469
Stock-based compensation	—	—	—	—	6,481	—	—	6,481
Other comprehensive loss	—	—	—	—	—	—	(116)	(116)
Net income	—	—	—	—	—	12,477	—	12,477
Balance as of June 30, 2026	142	$ 223,185	194,173	$ 19	$ 625,883	$ (814,702)	$ (118)	$ (188,918)
Issuance of common stock upon exercise of stock options	—	—	1,999	1	1,244	—	—	1,245
Issuance of common stock upon settlement of restricted stock units	—	—	192	—	—	—	—	—
Stock-based compensation	—	—	—	—	8,878	—	—	8,878
Other comprehensive income	—	—	—	—	—	—	10	10
Net income	—	—	—	—	—	27,414	—	27,414
Balance as of September 30, 2026	142	$ 223,185	196,364	$ 20	$ 636,005	$ (787,288)	$ (108)	$ (151,371)

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

Kodiak AI, Inc.

Condensed Consolidated Statements of Redeemable Convertible Preferred Stock and Stockholders' Deficit

(In thousands; unaudited)

	Redeemable Convertible Preferred Stock		Common Stock		Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive (Loss) Income	Total Stockholders' Deficit
	Shares	Amount	Shares	Amount				
Balance as of December 31, 2024	93,963	$ 170,648	87,646	$ —	$ 17,309	$ (268,144)	$ —	$ (250,835)
Reverse recapitalization	(31,723)	—	(29,589)	6	(6)	—	—	—
Balance as of December 31, 2024	62,240	$ 170,648	58,057	$ 6	$ 17,303	$ (268,144)	$ —	$ (250,835)
Issuance of common stock upon exercise of common stock warrants	—	—	17	—	—	—	—	—
Issuance of common stock upon exercise of stock options	—	—	942	—	508	—	—	508
Stock-based compensation	—	—	—	—	1,878	—	—	1,878
Net loss	—	—	—	—	—	(128,185)	—	(128,185)
Balance as of March 31, 2025	62,240	$ 170,648	59,016	$ 6	$ 19,689	$ (396,329)	$ —	$ (376,634)
Issuance of common stock upon exercise of stock options	—	—	726	—	428	—	—	428
Stock-based compensation	—	—	—	—	3,013	—	—	3,013
Net loss	—	—	—	—	—	(113,726)	—	(113,726)
Balance as of June 30, 2025	62,240	$ 170,648	59,742	$ 6	$ 23,130	$ (510,055)	$ —	$ (486,919)
Conversion of redeemable convertible preferred stock in connection with reverse recapitalization	(62,240)	(170,648)	62,240	6	170,642	—	—	170,648
Reverse recapitalization transaction, net of transaction costs[1]	—	—	52,513	5	361,168	—	—	361,173
Series A redeemable convertible preferred stock issued in connection with reverse recapitalization, net	142	223,185	—	—	—	—	—	—
Issuance of common stock upon exercise of stock options	—	—	462	—	285	—	—	285
Stock-based compensation	—	—	—	—	5,245	—	—	5,245
Net loss	—	—	—	—	—	(269,935)	—	(269,935)
Balance as of September 30, 2025	142	$ 223,185	174,957	$ 17	$ 560,470	$ (779,990)	$ —	$ (219,503)

[1] Excludes 6,250,000 shares legally issued and outstanding related to sponsor earn out securities (see Note 3).

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

Kodiak AI, Inc.

Condensed Consolidated Statements of Cash Flows

(In thousands; unaudited)

	Nine Months Ended September 30,	
	2026	**2025**
Operating activities:		
Net (loss) income	$ 66,381	$ (511,846)
Adjustments to reconcile net (loss) income to net cash used in operating activities:		
Depreciation and amortization	4,949	2,124
Stock-based compensation	21,229	10,136
Non-cash lease expense	1,588	1,372
Accretion of discount on marketable securities	(1,057)	—
Transaction costs allocated to common stock warrants	1,984	3,223
Change in fair value of second lien loans	1,760	23,938
Change in fair value of simple agreements for future equity	—	190,075
Change in fair value of redeemable convertible preferred stock warrant liabilities	—	7,272
Change in fair value of common stock warrants	(201,151)	—
Loss on issuance of equity instruments	—	210,722
Non-cash interest expense	346	641
(Gain) loss on disposal of property and equipment, net	(88)	130
Changes in operating assets and liabilities:		
Accounts receivable	602	574
Prepaid expenses and other current assets	(195)	(2,596)
Other assets	(47)	—
Accounts payable	(185)	(239)
Accrued expenses and other current liabilities	6,440	(4,589)
Operating lease liabilities	(1,566)	(1,369)
Other liabilities	169	216
Net cash used in operating activities	(98,841)	(70,216)
Investing activities:		
Proceeds from maturities of marketable securities	92,267	—
Proceeds from sales of property and equipment	684	—
Purchases of marketable securities	(104,193)	—
Purchases of property and equipment	(12,246)	(11,881)
Net cash used in investing activities	(23,488)	(11,881)
Financing activities:		
Repayment of debt	(1,213)	(11,776)
Proceeds from issuance of second lien loans	—	43,865
Proceeds from issuance of simple agreements for future equity	—	23,660
Proceeds from issuance of Series A cumulative redeemable convertible preferred stock	—	145,000
Proceeds from the reverse recapitalization, net of transaction costs	—	26,239
Proceeds from issuance of common stock and warrants in connection with a private placement	100,000	—
Proceeds from exercise of stock options	2,035	1,221
Proceeds from exercise of common stock warrants	7,156	—
Payments of offering costs	(5,527)	(16,618)
Net cash provided by financing activities	102,451	211,591
Net change in cash and cash equivalents and restricted cash	(19,878)	129,494
Cash and cash equivalents and restricted cash at beginning of period	52,211	18,159
Cash and cash equivalents and restricted cash at end of period	$ 32,333	$ 147,653
Components of cash and restricted cash at period end:		
Cash and cash equivalents	$ 30,883	$ 146,203
Restricted cash included in prepaid and other current assets	500	—
Restricted cash	950	1,450
Total cash and cash equivalents and restricted cash	$ 32,333	$ 147,653
Supplemental disclosure of cash activities:		
Cash paid for interest	$ 2,396	$ 2,733
Cash paid for income taxes	$ 10	$ —
Supplemental disclosure of non-cash activities:		
Purchases of property and equipment included in accounts payable and accrued expenses and other current liabilities	$ 689	$ 2,947
Operating lease right-of-use asset obtained in exchange for operating lease liability upon modification of operating lease	$ 720	$ —
Operating lease right-of-use asset obtained in exchange for operating lease liability upon new operating lease	$ 497	$ —
Proceeds from exercise of stock options included in prepaid and other current assets	$ 664	$ —

Proceeds from exercise of stock options included in prepaid and other current assets	$	—	$	604
Conversion of simple agreements for future equity into common stock in connection with reverse recapitalization	$	—	$	263,036
Conversion of redeemable preferred stock into common stock in connection with reverse recapitalization	$	—	$	170,648
Conversion of second lien loans into common stock in connection with reverse recapitalization	$	—	$	67,379
Settlement of transaction costs in common stock in connection with reverse recapitalization	$	—	$	12,500
Exchange of simple agreements for future equity for second lien loan	$	—	$	10,000
Net exercise of warrants in connection with reverse recapitalization	$	—	$	8,891
Issuance of non-redemption common stock in connection with reverse recapitalization	$	—	$	3,220
Liabilities assumed from reverse recapitalization	$	—	$	31
Offering costs included in accounts payable and accrued liabilities and other current liabilities	$	—	$	159

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

Kodiak AI, Inc.

Notes to Condensed Consolidated Financial Statements (unaudited)

1. Description of Business

Overview

Kodiak AI, Inc. and its wholly owned subsidiary (the "Company" or "Kodiak"), headquartered in Mountain View, California, is a provider of artificial intelligence ("AI")-powered autonomous vehicle technology. This technology addresses the needs of the long-haul trucking, industrial trucking, and defense industries. The Company's core offering, the Kodiak Driver, is a single-platform virtual driver that combines advanced AI software with modular hardware for customer deployments. All Company operations are conducted in the United States.

On September 24, 2025 (the "Closing Date" or "Closing"), the Company (formerly known as Ares Acquisition Corporation II or "AACT") consummated a merger (the "Merger") with Kodiak Robotics, Inc. ("Legacy Kodiak"). The Merger was accounted for as a reverse recapitalization, with Legacy Kodiak being the accounting acquirer and AACT being the acquired company for accounting purposes.

Accordingly, the historical financial information presented in these unaudited condensed consolidated financial statements represents the accounts of Legacy Kodiak. Pursuant to a definitive business combination agreement dated April 14, 2025 (the "BCA"), the share and per share amounts for periods prior to the Merger have been retroactively converted as shares reflecting the per share merger consideration established in the Closing.

Liquidity and Going Concern

The Company has incurred recurring losses from operations and negative cash flows from operations since inception and, as of September 30, 2026, had an accumulated deficit of $787.3 million. As of September 30, 2026, the Company had cash and cash equivalents and marketable securities totaling $113.6 million, and short-term debt obligations totaling $13.3 million consisting of the current portion of debt and second lien loans. The Company expects to incur additional losses and increased expenses in future periods as it continues to scale its business, invest in research and development efforts, increase employee headcount, and incur other expenses commonly associated with being a public company.

Management's plans to fund its operations include seeking additional funding through debt or equity offerings. If additional capital is not obtained, management may need to modify its operational plan by reducing research and development initiatives and lowering growth expectations. These factors in the aggregate raise substantial doubt regarding the Company's ability to continue as a going concern for at least one year after the filing date of these condensed consolidated financial statements, and management's plans do not alleviate this substantial doubt. The condensed consolidated financial statements do not include any adjustments that might be necessary if the Company is unable to continue as a going concern.

2. Summary of Significant Accounting Policies

Basis of Presentation

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with U.S. generally accepted accounting principles ("GAAP") and the requirements of the Securities and Exchange Commission (the "SEC") for interim financial reporting. Certain information and disclosures normally included in the financial statements prepared in accordance with GAAP have been condensed or omitted pursuant to such rules and regulations. These unaudited condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements and notes included in the Company's Form 10-K filed with the SEC on March 11, 2026.

In management's opinion, these unaudited condensed consolidated financial statements have been prepared on the same basis as the annual consolidated financial statements and reflect all adjustments, which include normal recurring adjustments, necessary for the fair statement of the Company's financial position as of September 30, 2026 and the results of operations for the three and nine months ended September 30, 2026 and 2025. The results of operations for the three and nine months ended September 30, 2026 are not necessarily indicative of the results to be expected for the full year ending December 31, 2026 or any other future interim or annual period.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts in the condensed consolidated financial statements and accompanying notes. These estimates form the basis for the judgments the Company makes about the carrying values of assets and liabilities that are not readily apparent from other sources, and the reported amounts of revenues and expenses during the reporting period. The Company bases its estimates and judgments on historical experience and on various other assumptions that the Company believes are reasonable under the circumstances. These estimates are based on management's knowledge about current events and expectations about actions the Company may undertake in the future. These judgments, estimates, and assumptions relate to, among other things, the estimated useful lives of property and equipment, the assessment of impairment of long-lived assets, the fair value of redeemable convertible preferred stock warrants (prior to the reverse recapitalization), the fair value of each simple agreement for future equity ("SAFE") (prior to the reverse recapitalization), the fair value of the Company's common stock (prior to the reverse recapitalization), the fair value of the Company's common stock warrants, the measurement of stock-based compensation, the determination of the incremental borrowing rate for operating lease liabilities, the evaluation of uncertain tax positions, and the assessment of the valuation allowance for deferred tax assets. Actual results may differ from these estimates.

Significant Accounting Policies

There were no significant changes to the Company's significant accounting policies disclosed in "Note 2 – Summary of Significant Accounting Policies" of its Annual Report on Form 10-K for the year ended December 31, 2025, which was filed with the SEC on March 11, 2026.

There have been no new accounting pronouncements issued or adopted during the three and nine months ended September 30, 2026, that had, or are expected to have, a material impact on the Company's condensed consolidated financial statements.

Concentration of Risks

Financial instruments that potentially subject the Company to significant concentrations of credit risk consist primarily of cash and cash equivalents and restricted cash deposited in accounts at several financial institutions that may exceed the Federal Deposit Insurance Corporation's insurance limit. The Company is exposed to credit risk in the event of a default by the financial institutions holding its cash and cash equivalents and restricted cash to the extent recorded on the balance sheets of such financial institutions. The Company believes it is not exposed to significant credit risk due to the financial position of the financial institutions in which those deposits are held.

The Company is also subject to credit risk from its accounts receivable and does not require any collateral. Customers that represented 10% or greater of the Company's accounts receivable balance were as follows as of the following dates:

	September 30, 2026	December 31, 2025
Customer B	23 %	89 %
Customer D	27 %	— %
Customer E	13 %	— %
Customer F	13 %	— %
Customer G	11 %	— %

Customers representing 10% or more of the Company's revenue for the three and nine months ended September 30, 2026 and 2025 were as follows:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
Customer A	17 %	— %	— %	36 %
Customer B	70 %	68 %	67 %	34 %
Customer C	— %	— %	14 %	— %

Emerging Growth Company Status

The Company is an emerging growth company, as defined in the Jumpstart Our Business Startups Act of 2012 (the "JOBS Act"). Under the JOBS Act, emerging growth companies can delay adopting new or revised accounting standards using private company timelines. The Company has elected to use this extended transition period for complying with new or revised accounting standards that have different effective dates for public and private companies until the earlier of the date that it (i) is no longer an emerging growth company or (ii) affirmatively and irrevocably opts out of the extended transition period provided in the JOBS Act. As a result, these condensed consolidated financial statements may not be comparable to companies that comply with the new or revised accounting pronouncements as of public company effective dates.

3. Reverse Recapitalization

In connection with the Merger, issued and outstanding shares of Legacy Kodiak common stock (including converted redeemable convertible preferred stock), and warrants and options to purchase Legacy Kodiak common stock were converted into rights to receive shares, warrants, or options of Kodiak at the per share merger consideration of approximately 0.66 (the "Exchange Ratio") based on the following events contemplated by the BCA and in connection with the Closing:

i. Certain warrants to purchase shares of Legacy Kodiak redeemable convertible preferred stock were net exercised in exchange for shares of Legacy Kodiak redeemable convertible preferred stock;

ii. Legacy Kodiak redeemable convertible preferred stock, including shares resulting from the net exercise of the preferred stock warrants described above, were converted into shares of Legacy Kodiak common stock at a one-for-one conversion rate;

iii. All outstanding SAFEs were converted into shares of Legacy Kodiak common stock;

iv. All second lien loans outstanding at the Closing, excluding the $10.0 million SAFE from an affiliate of AACT that was exchanged for a second lien loan, were converted into shares of Legacy Kodiak common stock;

v. Warrants to purchase shares of Legacy Kodiak common stock were vested in full and net exercised in exchange for shares of Legacy Kodiak common stock;

vi. Legacy Kodiak common stock, including the shares issued as a result of the events described in items ii. through v. above, were converted into shares of Kodiak common stock;

vii. Outstanding options to purchase shares of Legacy Kodiak common stock were exchanged for options to purchase shares of Kodiak common stock; and

viii. Warrants to purchase shares of Legacy Kodiak preferred stock, not net exercised, were assumed by Kodiak and converted into the warrants to purchase shares of Kodiak common stock (the "Assumed Kodiak Warrants").

Upon the consummation of the Merger, the 5,492,904 publicly held shares of AACT Class A ordinary shares were converted into shares of Kodiak common stock. In connection with the Merger, the Company received proceeds of $171.2 million, consisting of $145.0 million from certain investors (see below) and $26.2 million of cash held in AACT's trust account after giving effect to redemptions. Legacy Kodiak incurred $32.0 million in transaction costs consisting of banking, legal, and other professional fees, of which $3.2 million was immediately expensed, $6.0 million was recorded as

a reduction to the Series A cumulative redeemable convertible preferred stock, and $22.8 million was recorded as reduction to common stock additional paid-in capital.

The Merger was accounted for as a reverse recapitalization. Under this method of accounting, AACT was treated as the acquired company and the Merger was treated as the equivalent of Legacy Kodiak issuing shares for the net assets of AACT, accompanied by a recapitalization. The accounting acquirer was primarily determined based on Legacy Kodiak stockholders having the largest voting interest in Kodiak and the ability to appoint the majority of the members of the board of directors as well as Legacy Kodiak management holding executive management roles in Kodiak and being responsible for the day-to-day operations which are comprised of Legacy Kodiak activities.

The net assets of AACT were recognized at historical cost as of the Closing, with no goodwill or other intangible assets recorded. Operations prior to the Merger presented are those of Legacy Kodiak and the accumulated deficit of Legacy Kodiak has been carried forward after the Closing.

Series A Preferred Investment

On September 15, 2025, in connection with a financing transaction related to the Merger, AACT entered into subscription agreements with certain institutional and accredited investors (collectively, the "Preferred Investors") for an aggregate purchase price of $145.0 million. At the Closing, the Preferred Investors purchased shares of the Company's Series A cumulative redeemable convertible preferred stock, par value $0.0001 per share (the "Series A Preferred Stock"), with a stated value of $1,200.00 per share (the "Stated Value"). Additionally, the Preferred Investors received warrants to purchase 125% of the shares of the Company's common stock issuable upon conversion of the Series A Preferred Stock as of the Closing Date, at an exercise price of $12.00 per share (the "2025 PIPE Warrants"). At the Closing, the Company issued an aggregate of 142,155 shares of the Series A Preferred Stock and an aggregate of 17,769,375 PIPE Warrants to purchase shares of its common stock to the Preferred Investors, for total gross proceeds of $145.0 million (see Note 11).

Non-Redemption Agreements

On September 22, 2025, AACT and Legacy Kodiak entered into non-redemption agreements (the "NRA") with certain unaffiliated third-party holders of AACT Class A ordinary shares (the "Non-Redemption Investors"). The Non-Redemption Investors agreed not to redeem, or to rescind their redemption requests for, an aggregate of 3,319,712 AACT Class A ordinary shares. The Company agreed to issue to the Non-Redemption Investors, for no additional consideration, either (i) warrants to purchase shares of Kodiak common stock at an exercise price of $12.00 per share (the "NRA Warrants") or (ii) shares of Kodiak common stock (the "NRA Shares"). At the Closing, the Company issued NRA Warrants to purchase 7,606,666 shares of its common stock (see Note 10) and 368,028 NRA Shares. As the NRA Shares and NRA Warrants represented a nonreciprocal transfer of value to certain AACT equity holders, their fair values — $3.2 million for the NRA Shares and $37.0 million for NRA Warrants — were expensed during the third quarter of 2025.

Public Warrants and Private Placement Warrants

Each of the then issued and outstanding 24,999,987 redeemable warrants of AACT automatically converted at the Closing into a redeemable warrant to purchase one share of Kodiak common stock (the "Public Warrants"). Additionally, each of the then issued and outstanding 14,300,000 private placement warrants of AACT automatically converted at the Closing into a warrant to purchase one share of Kodiak common stock (the "Private Placement Warrants") (see Note 12).

Sponsor Earn Out Securities

In connection with the Closing, 12,500,000 Class A ordinary shares of AACT held by Ares Acquisition Holdings II LP (the "AACT Sponsor") were converted into 12,500,000 shares of Kodiak common stock. Of these, 6,250,000 shares vested and became outstanding upon the Closing, while the remaining 6,250,000 shares (the "Sponsor Earn Out Securities") are subject to vesting conditions.

The Sponsor Earn Out Securities will vest upon the achievement of a volume-weighted average closing price of Kodiak common stock equal to or greater than $18.00 per share, subject to adjustments as set forth in the BCA (the "Triggering Event I Threshold"), for at least 20 trading days within any 30 consecutive trading-day period during the four-year period commencing September 24, 2025 (the "Earn Out Period").

If a change of control occurs during the Earn Out Period that results in the holders of Kodiak common stock receiving a per share price equal to or greater than the Triggering Event I Threshold, the Sponsor Earn Out Securities will immediately vest as of the consummation of such change of control. The Sponsor Earn Out Securities are equity-classified instruments because the triggering event is an exercise contingency and not a settlement condition such that they are indexed to the Company's own common stock.

Advisor Shares

The Company issued 1,091,519 shares of common stock (the "Legacy Kodiak Advisor Shares") at the Closing to an advisor of Legacy Kodiak in a private placement in satisfaction of $12.5 million of fees payable to such advisor in respect of services provided in connection with the Merger.

The number of shares of Kodiak common stock issued and outstanding following the consummation of the Merger was as follows (in thousands):

	Shares
AACT public shares	49,360
Less: redemptions of AACT public shares	(43,867)
AACT public shares, net of redemptions	5,493
AACT Sponsor shares outstanding	6,250
Total shares of AACT common stock outstanding prior to the Merger	11,743
Legacy Kodiak common stock	161,754
NRA Shares	368
Legacy Kodiak Advisor Shares	1,092
Total Kodiak common stock outstanding subsequent to the Merger	174,957

Earn Out Securities

As part of the Merger, immediately prior to the Closing, Legacy Kodiak security holders became eligible to receive, on a pro rata basis, up to an aggregate of 74,998,317 shares of Kodiak common stock, consisting of (i) shares of common stock (the "Earn Out Shares") and (ii) restricted stock units (the "Earn Out RSUs," and collectively with the Earn Out Shares, the "Earn Out Securities"), which will be issued or vest, as applicable, upon the achievement of specified stock-price-based milestones during the Earn Out Period and, in the case of the Earn Out RSUs, upon the satisfaction of service-based vesting conditions from the Closing to the date of each triggering event, as discussed below. The Earn Out Securities are divided into three equal tranches:

i. 24,999,439 Earn Out Securities that vest or are issued upon satisfaction of Triggering Event I (the volume weighted average closing sale price ("VWAP") of Kodiak common stock equal to or greater than $18.00 per share for at least 20 out of 30 consecutive trading days, subject to adjustments provided in the BCA);

ii. 24,999,439 Earn Out Securities that vest or are issued upon satisfaction of Triggering Event II (VWAP ≥ $23.00 for at least 20 out of 30 consecutive trading days, subject to adjustments); and

iii. 24,999,439 Earn Out Securities that vest or are issued upon satisfaction of Triggering Event III (VWAP ≥ $28.00 for at least 20 out of 30 consecutive trading days, subject to adjustments).

In the event of a change of control during the Earn-Out Period that results in a per-share price for Kodiak common stock equal to or in excess of a triggering event threshold, the corresponding Triggering Event will be deemed to have occurred and the related Earn Out Securities shall be issued or vest immediately prior to the consummation of the change of control. Once issued after the triggering event, which is an exercise contingency and not a settlement condition, the Earn Out Securities are equity-classified instruments because they are indexed to the Company's own common stock. As of September 30, 2026, the Company had not met any of the triggering events.

4. Cash Equivalents and Marketable Securities

The following tables summarize the amortized cost and fair value of the Company's cash equivalents and marketable securities by major category for the periods presented (in thousands):

	September 30, 2026			
	Amortized Cost	Gross Unrealized Gain	Gross Unrealized Loss	Estimated Fair Value
Cash equivalents:				
Money market funds	$ 26,202	$ —	$ —	$ 26,202
Total cash equivalents	$ 26,202	$ —	$ —	$ 26,202
Marketable securities:				
U.S. Treasury securities	$ 82,869	$ —	$ (108)	$ 82,761
Total marketable securities	$ 82,869	$ —	$ (108)	$ 82,761

	December 31, 2025			
	Amortized Cost	Gross Unrealized Gain	Gross Unrealized Loss	Estimated Fair Value
Cash equivalents:				
Money market funds	$ 33,320	$ —	$ —	$ 33,320
Total cash equivalents	$ 33,320	$ —	$ —	$ 33,320
Marketable securities:				
U.S. Treasury securities	$ 69,886	$ 22	$ —	$ 69,908
Total marketable securities	$ 69,886	$ 22	$ —	$ 69,908

For the three and nine months ended September 30, 2026, interest income was $1.2 million and $3.4 million, respectively, and was included within *interest income and other, net* in the condensed consolidated statements of operations and comprehensive (loss) income. Interest income for the three and nine months ended September 30, 2025 was not material.

5. Fair Value Measurements

The carrying amounts of the Company's financial instruments, including accounts receivable, prepaid expenses and other current assets, accounts payable, accrued expenses and other current liabilities and the current portion of operating lease liabilities approximate their fair value due to the short-term nature of those instruments. The Company elected the fair value option for the second lien loans. The fair value of the Company's other borrowings approximates their carrying value, or amortized cost, due to the short-term nature of the obligations or the relevant prevailing market rate of interest.

Kodiak AI, Inc.

Notes to Condensed Consolidated Financial Statements (unaudited)

The following tables summarize the Company's financial assets and liabilities measured at fair value on a recurring basis by level within the fair value hierarchy (in thousands):

	September 30, 2026			
	Level 1	Level 2	Level 3	Total
Assets				
Money market funds	$ 26,202	$ —	$ —	$ 26,202
U.S. Treasury securities	—	82,761	—	82,761
Total assets measured at fair value	$ 26,202	$ 82,761	$ —	$ 108,963
Liabilities				
Common stock warrants				
2026 PIPE Warrants	$ —	$ —	$ 7,035	$ 7,035
2025 PIPE Warrants	—	—	8,654	8,654
NRA Warrants	—	—	3,832	3,832
Second lien loan	—	—	12,632	12,632
Total liabilities measured at fair value	$ —	$ —	$ 32,153	$ 32,153

	December 31, 2025			
	Level 1	Level 2	Level 3	Total
Assets				
Money market funds	$ 33,320	$ —	$ —	$ 33,320
U.S. Treasury securities	—	69,908	—	69,908
Total assets measured at fair value	$ 33,320	$ 69,908	$ —	$ 103,228
Liabilities				
Common stock warrants				
2025 PIPE Warrants	$ —	$ —	$ 110,881	$ 110,881
NRA Warrants	—	—	47,465	47,465
Second lien loan	—	—	10,872	10,872
Total liabilities measured at fair value	$ —	$ —	$ 169,218	$ 169,218

All of the Company's money market funds and U.S. Treasury securities are highly liquid and actively traded marketable securities that generally transact at a stable $1.00 net asset value representing its estimated fair value.

The Company measures its warrant liabilities (see Note 10) and second lien loans (see Note 8) at fair value based on significant inputs not observable in the market and therefore represent Level 3 inputs.

The valuations of the warrant liabilities and second lien loans use assumptions and estimates the Company believes would be made by a market participant in making the same valuation. Changes in the fair value of these instruments were recognized in *other (expenses) income* in the Company's condensed consolidated statements of operations and comprehensive (loss) income.

Warrant Liabilities

2026 PIPE Warrants

In connection with the private placement of common stock and warrants to purchase shares of the Company's common stock (the "2026 PIPE Transaction"), on May 8, 2026 the Company issued 15,384,609 shares of warrants to purchase common stock (the "2026 PIPE Warrants") (see Note 12). The 2026 PIPE Warrants are classified as liabilities and measured at fair value on a recurring basis using the Black-Scholes option pricing model. Key assumptions used in the Black-Scholes model to estimate the fair value of the 2026 PIPE Warrants at issuance on May 8, 2026 and as of September 30, 2026 included: common stock price of $7.25 and $1.92, respectively; exercise price of $6.00; expected

remaining term of 5.00 years and 4.60 years, respectively; expected volatility of 54.0% and 58.0%, respectively; risk-free interest rate of 4.0% and 5.0%, respectively; and an expected dividend yield of 0.0%.

2025 PIPE Warrants and NRA Warrants

Prior to the 2026 PIPE Transaction (see Note 12), the Company determined the fair value of its 2025 PIPE Warrants and NRA Warrants using a Monte Carlo simulation model due to exercise price reset features. In connection with the private placement, the exercise prices for the 2025 PIPE Warrants and the NRA Warrants were adjusted from $12.00 to $6.00 per share. Because $6.00 represents the contractual floor exercise price and cannot be reduced further under the reset mechanism, the Company began using a Black-Scholes option pricing model as of June 30, 2026.

As of September 30, 2026, key assumptions used in the Black-Scholes model to estimate the fair value of the 2025 PIPE Warrants and NRA Warrants included a common stock price of $1.92, an exercise price of $6.00, a remaining contractual term of 4.98 years, expected volatility of 58.0%, a risk-free interest rate of 5.0%, and an expected dividend yield of 0.0%. As of December 31, 2025, key assumptions used in the Monte Carlo simulation model included a risk-free rate of 3.8% and volatility of 55.0%. Changes in the fair value were recorded under *change in fair value of common stock warrants* in the condensed consolidated statements of operations and comprehensive (loss) income. Due to the proximity of the Closing Date, September 24, 2025, to September 30, 2025, and the absence of significant changes in key valuation assumptions, the Company concluded there was no material change in the fair value of the 2025 PIPE Warrants and NRA Warrants during that period.

Second Lien Loans

The Company determined the fair value of the outstanding second lien loans with a principal amount of $10.0 million using a pay-off-to-maturity method. The key valuation assumptions used to determine the fair value as of September 30, 2026 and December 31, 2025 included an implied discount rate of 31.7% and 23.7%, respectively.

Fair Value Remeasurement

The following table summarizes changes in the estimated fair values of these liabilities (in thousands):

	2026 PIPE Warrants	2025 PIPE Warrants	NRA Warrants	Second Lien Loans
Balance as of December 31, 2025	$ —	$ 110,881	$ 47,465	$ 10,872
Issuance during the period	62,326	—	—	—
Fair value remeasurement	(55,291)	(102,227)	(43,633)	1,760
Balance as of September 30, 2026	$ 7,035	$ 8,654	$ 3,832	$ 12,632

	SAFE[1]	Legacy Kodiak Redeemable Convertible Preferred Stock Warrants[1]	Second Lien Loans
Balance as of December 31, 2024	$ 59,301	$ 1,619	$ —
Issuance during the period	23,660	—	43,865
Exchange of SAFE for second lien loan	(10,000)	—	10,000
Reclassification of Assumed Kodiak Warrants	—	(3,842)	—
Fair value remeasurement	190,075	7,272	23,938
Settlement via conversion or exercise	(263,036)	(5,049)	(67,380)
Balance as of September 30, 2025	$ —	$ —	$ 10,423

[1] In connection with the Closing, these instruments were fully converted, exercised, or assumed and reclassified to equity (see Note 3). Accordingly, there were no outstanding balances as of September 30, 2026 and December 31, 2025.

6. Balance Sheet Components

Prepaid Expenses and Other Current Assets

Prepaid expenses and other current assets consisted of the following (in thousands):

	September 30, 2026	December 31, 2025
Prepaid expenses and other receivables	$ 4,410	$ 4,064
Restricted cash, current	500	—
Payroll tax credit receivable	400	400
Deferred contract costs	478	—
Total prepaid expenses and other current assets	$ 5,788	$ 4,464

Property and Equipment, Net

Property and equipment, net consisted of the following (in thousands):

	September 30, 2026	December 31, 2025
Equipment and hardware	$ 25,576	$ 14,708
Leasehold improvements	7,766	7,317
Vehicles	7,813	7,297
Technology infrastructure	3,240	3,195
Other	921	804
Total property and equipment	45,316	33,321
Less: accumulated depreciation	(21,197)	(17,151)
Construction in progress	8,658	10,383
Total property and equipment, net	$ 32,777	$ 26,553

Depreciation and amortization expense was $1.9 million and $4.9 million for the three and nine months ended September 30, 2026, respectively, and $0.9 million and $2.1 million for the three and nine months ended September 30, 2025, respectively.

Accrued Expenses and Other Current Liabilities

Accrued expenses and other current liabilities consisted of the following (in thousands):

	September 30, 2026	December 31, 2025
Accrued bonus	$ 8,826	$ 5,349
Accrued payroll and related expenses	3,245	1,622
Other current liabilities and accrued expenses	4,948	4,203
Deferred revenue	1,080	180
Total accrued expenses and other current liabilities	$ 18,099	$ 11,354

7. Leases

The Company has operating lease arrangements for facilities under non-cancellable agreements with various expiration dates through 2031. The agreements may include renewal options to extend the term that the Company is not reasonably certain to exercise.

In May 2026, the Company extended an existing facility lease and entered into a new lease for additional facility space in California, both expiring in December 2027, resulting in aggregate additions of $1.2 million to operating lease right-of-use assets and lease liabilities.

Rent expense related to operating lease liabilities was $0.7 million and $2.1 million for the three and nine months ended September 30, 2026, respectively, and $0.7 million and $2.0 million for the three and nine months ended September 30, 2025, respectively. Variable lease costs were $0.5 million and $0.4 million for the nine months ended September 30, 2026 and 2025, respectively. Short-term lease expenses were $0.4 million and $0.2 million for the nine months ended September 30, 2026 and 2025, respectively. Variable lease costs and short-term lease expenses were not material for the three months ended September 30, 2026 and 2025.

As of September 30, 2026, future minimum lease payments for the Company's operating lease liabilities were as follows (in thousands):

Year Ended December 31,	Amount
2026 (remaining three months)	$ 762
2027	2,312
2028	839
2029	866
2030	898
Thereafter	670
Total undiscounted lease payments	6,347
Less: Imputed interest	(1,230)
Present value of lease liabilities	5,117
Less: Operating lease liabilities, current	(2,018)
Operating lease liabilities, non-current	$ 3,099

The following table summarizes additional information related to operating leases for the periods presented:

	September 30, 2026	December 31, 2025
Weighted-average remaining lease term	3.6 years	4.1 years
Weighted-average discount rate	12.2 %	12.5 %

8. Debt

Second Lien Loans

In connection with the Merger, certain second lien loans automatically converted into Kodiak common stock. The remaining $10.0 million in principal, which originated from the exchange of a SAFE from an affiliate of AACT (see Note 3), remained outstanding as of September 30, 2026, with a fair value of $12.6 million and a contractual maturity date of October 1, 2026. Subsequent to September 30, 2026, the Company entered into an amendment to the Second Lien Loan and Security Agreement, extending the contractual maturity date from October 1, 2026 to June 1, 2027 (see Note 18).

The second lien loans bear interest at an interest rate per annum equal to the prime rate plus 9.00%, subject to a minimum rate of 13.75%. Interest accrues on the first business day of each month, and is capitalized and included in the principal

balance due at maturity. The interest rate applicable to the second lien loans was 16.50%. The Company was in compliance with its covenants as of September 30, 2026.

2025 Credit Facility

In December 2025, the Company entered into a venture loan and security agreement (the "2025 Credit Facility"), which amended and restated its then-existing venture loan and security agreement originally executed in September 2022 (the "2022 Credit Facility"). The 2025 Credit Facility provided for secured term loans of up to an aggregate principal amount of $30.0 million, which was drawn in full upon execution. The proceeds (i) were used to repay the then-outstanding principal balance of $15.0 million and the final repayment fee of $1.2 million under the 2022 Credit Facility, and (ii) have been used for working capital and general corporate purposes. Borrowings under the 2025 Credit Facility are secured by substantially all of the assets of the Company, including the Company's intellectual property, subject to certain customary exceptions. The 2025 Credit Facility contains customary covenants and customary events of default. The Company was in compliance with its covenants as of September 30, 2026.

Borrowings under the 2025 Credit Facility mature in January 2030 and provide for interest-only payments from February 1, 2026 to July 1, 2028. Consecutive payments of principal and interest are due beginning on August 1, 2028 once the interest-only period elapses. The 2025 Credit Facility bears interest that is payable monthly at 3.50% plus the greater of (i) 6.50% and (ii) the prime rate. The interest rate under the 2025 Credit Facility was 10.25%. In addition, a final payment fee of $1.2 million is due upon the earlier of prepayment or maturity of the debt. The Company has the option to prepay the entire balance of the debt subject to a prepayment fee ranging from 1.0% to 2.0% depending on the timing of such repayments.

Total debt issuance costs related to the 2025 Credit Facility of $0.8 million were recorded as a debt discount, which included $0.5 million for the fair value of 45,906 shares of common stock issued to the lender concurrently with the execution of the 2025 Credit Facility and a commitment fee of $0.3 million. The debt discount, together with the final payment fee and $0.1 million of unamortized debt issuance costs related to the 2022 Credit Facility, is recognized as interest expense using the effective interest method over the term of the loan.

2022 Equipment Facility

In July 2022, the Company entered into a financing agreement with a lender to borrow up to $10.0 million as equipment line advances (the "2022 Equipment Facility") pursuant to which it borrowed at various dates an aggregate principal amount of $8.5 million. Borrowings under the 2022 Equipment Facility are secured by the specific assets that were financed. The 2022 Equipment Facility contains customary representations and warranties, non-financial covenants and customary events of default. The Company was in compliance with its covenants as of September 30, 2026. Borrowings under the 2022 Equipment Facility mature in March 2028 and repayments of principal and interest are due monthly commencing in the month following each draw.

In April 2026, the Company completed the sale of seven vehicles for total gross proceeds of $0.7 million. In connection with the transaction, a payment of $0.5 million was remitted by the buyer to the lender to satisfy the existing lien on the vehicles, which extinguished $0.5 million in aggregate principal outstanding under the 2022 Equipment Facility. The remaining net cash proceeds were remitted to the Company.

As of September 30, 2026, and December 31, 2025, the aggregate principal amount outstanding was $0.7 million and $1.9 million, respectively. The 2022 Equipment Facility bears an annual interest rate equivalent to a five-year swap plus 3.38% or ranging from approximately 6.0% to 7.0%.

Total debt issuance costs related to the 2022 Equipment Facility of $0.1 million were recorded as a debt discount, which included immaterial amounts related to the fair value of warrants to purchase shares of the Company's common stock issued concurrently with the execution of the 2022 Equipment Facility and other issuance costs. The debt discount is recognized as interest expense using the effective interest method.

As of September 30, 2026, the Company's future minimum principal payments under its debt arrangements are as follows (in thousands):

Year Ended December 31,	Second Lien Loans	Other Debt	Total
2026 (remaining three months)	$ 10,000	$ 163	$ 10,163
2027	—	524	524
2028	—	8,353	8,353
2029	—	20,000	20,000
2030	—	2,867	2,867
Total principal debt payments and final payment fee	10,000	31,907	41,907
Less: unamortized debt discount	—	(822)	(822)
Less: unamortized final payment fee	—	(1,009)	(1,009)
Less: Debt, current portion	(10,000)	(666)	(10,666)
Debt, net of current portion	$ —	$ 29,410	$ 29,410

9. Commitments and Contingencies

Litigation

From time to time, the Company may become involved in various litigation and administrative proceedings relating to claims arising from its operations in the normal course of business. As of September 30, 2026, the Company was not involved in any legal actions that could have a material effect on the Company's financial position, results of operations or liquidity.

Purchase Commitments

The Company's contracts with vendors in the conduct of the normal course of its business are generally terminable with advance written notice and payment for any products or services received by the Company through the effective time of termination. However, the Company has entered into contracts to purchase services under which non-cancellable future minimum payments as of September 30, 2026, were as follows (in thousands):

Year ended December 31,	Amount
2026 (remaining three months)	$ 4,028
2027	12,058
2028	9,872
2029	5,672
Total	$ 31,630

10. Warrant Liabilities

Common Stock Warrant Liabilities

As of September 30, 2026, the Company had the following liability-classified warrants to purchase shares of its common stock outstanding (in thousands, except exercise price per share):

	Shares Underlying Warrants	Exercise Price Per Share	Expiration Date
2026 PIPE Warrants	15,385	$ 6.00	5/7/2031
2025 PIPE Warrants	17,176	$ 6.00	9/24/2031
NRA Warrants	7,607	$ 6.00	9/24/2031
Total outstanding	40,168		

2026 PIPE Warrants

In connection with the 2026 PIPE Transaction (see Note 12), the Company issued 2026 PIPE Warrants that were immediately exercisable upon issuance. The 2026 PIPE Warrants are subject to standard anti-dilution provisions as well as down-round provisions that provide for adjustments upon the expiration or termination of certain Company securities. As a result of down-round provisions, which may result in adjustments triggered by events that are not inputs to a fair value model, the 2026 PIPE Warrants did not meet the requirements for equity classification and are therefore classified as liabilities, subject to remeasurement at each reporting period (see Note 5).

2025 PIPE Warrants and NRA Warrants

At the Closing, the Company issued 2025 PIPE Warrants and NRA Warrants to purchase shares of its common stock that were immediately exercisable upon issuance. Subsequently, on May 8, 2026, in connection with the private placement of common stock and warrants (see Note 12), the exercise prices of the 2025 PIPE Warrants and NRA Warrants were adjusted from $12.00 to $6.00 per share. As a result of the continuing down-round provisions, which may result in adjustments triggered by events that are not an input into a fair value model, the 2025 PIPE Warrants and NRA Warrants continue to be classified as liabilities, subject to remeasurement at each reporting period (see Note 5).

Legacy Kodiak Warrant Liabilities - Redeemable Convertible Preferred Stock Warrants

At the Closing, certain Legacy Kodiak warrants to purchase shares of redeemable convertible preferred stock that had previously been issued were net settled, resulting in the issuance of 614,799 shares of Kodiak common stock. In addition, certain Legacy Kodiak warrants to purchase shares of redeemable convertible preferred stock were assumed by the Company and became 558,559 shares to purchase its common stock, or the Assumed Kodiak Warrants (see Note 3).

Upon the Closing, the Assumed Kodiak Warrants were remeasured and reclassified to equity as the criteria for equity classification were met (see Note 12).

11. Redeemable Convertible Preferred Stock

Series A Cumulative Redeemable Convertible Preferred Stock

At the Closing, the Company issued an aggregate of 142,155 shares of the Series A Preferred Stock and the 17,769,375 freestanding 2025 PIPE Warrants for total gross proceeds of $145.0 million (see Note 3). The Company determined the fair value of the Series A Preferred Stock and the 2025 PIPE Warrants (see Note 5) at issuance using a Monte Carlo simulation model. The valuation of the Series A Preferred Stock incorporated key assumptions, including a dividend rate of 9.99% (payable in kind), a five-year redemption period, a discount rate of 25%, and a volatility assumption of 55%.

The valuations indicated an aggregate fair value of $315.6 million, consisting of $229.2 million for the Series A Preferred Stock and $86.4 million for the 2025 PIPE Warrants. As the aggregate fair value exceeded the $145.0 million of proceeds received, the Company recognized a total loss of $170.6 million during the third quarter of 2025.

As the Series A Preferred Stock becomes redeemable based on the passage of time as the holders may redeem at any time after the 5-year anniversary of the Closing Date, the Series A Preferred Stock was recorded in mezzanine equity in the condensed consolidated balance sheet. The Company elected to record changes in the redemption value as they occur and adjust the carrying amount equal to the redemption amount. As the carrying value of the Series A Preferred Stock of $223.2 million was greater than its redemption value (and liquidation preference) of $187.3 million as of September 30, 2026, no change in redemption value was required to be recorded for the three and nine months ended September 30, 2026.

In May 2026, in connection with the private placement of common stock and warrants (see Note 12), the conversion price of the Series A Preferred Stock was adjusted from $12.00 to $6.00 per share. The Company recognized a deemed dividend of $46.1 million representing the incremental fair value transferred to holders from the conversion price reduction. Due to the Company's accumulated deficit, the deemed dividend was recorded within additional paid-in capital with no net impact on total stockholders' deficit. The deemed dividend is deducted from net (loss) income to determine net loss available to common stockholders in calculating net loss per share for the nine months ended September 30, 2026 (see Note 16).

The significant rights and preferences of the Series A Preferred Stock are as follows:

Dividends

The Series A Preferred Stock accrues dividends daily at an annual rate of 9.99% when dividends are paid in additional shares of preferred stock, or 7.99% when paid in cash. Dividends compound on a semi-annual basis, payable on June 1 and December 1 each year, and accumulate whether or not declared. All dividends accrued from issuance through June 1, 2026 were paid in kind, which resulted in the value of the Series A Preferred Stock increasing from the initial value of $1,200.0 to an accrued value of $1,283.6 per share. As of September 30, 2026, dividends had accrued from June 2, 2026 through period-end but had not yet been paid or compounded.

Voting Rights

Holders of Series A Preferred Stock are entitled to vote together with common stock holders as a single class on most matters. Each holder is entitled to a number of votes equal to the number of common shares into which their preferred shares are convertible (i.e., as-converted basis). Additionally, the Company cannot take certain actions, such as liquidating, amending its charter in a way that is materially adverse to the preferred stock, or creating a new senior security, without the approval of a majority of the outstanding Series A Preferred Stock.

Liquidation Preference

Upon any liquidation or deemed liquidation event, holders of the Series A Preferred Stock are entitled to receive, before any distribution to holders of common stock or other junior securities, an amount per share equal to the greater of (i) the original issue price of the preferred stock plus any accumulated and unpaid dividends through the most recent semi-annual dividend date, or (ii) the amount that would have been received if all shares of Series A Preferred Stock had been converted into common stock immediately prior to the liquidation event.

Conversion

Each share of Series A Preferred Stock is convertible into shares of the Company's common stock at any time at the option of the holder. The number of shares issuable upon conversion is determined by dividing the carrying amount of the preferred share, including any accrued but unpaid dividends, by the applicable conversion price. The initial conversion price was $12.00 per share, subject to adjustment for stock dividends, stock splits, combinations, and similar events, as well as customary anti-dilution provisions. In connection with the private placement of common stock and warrants on May 8, 2026, the conversion price was adjusted to $6.00 per share (see Note 12).

Holder Redemption Rights

Holders of Series A Preferred Stock possess a right of redemption that can be exercised at any time after the fifth anniversary of the Closing Date, unless such a distribution is prohibited by applicable law. Upon a request for redemption, the Company is obligated to redeem the shares at a price equal to the original issue price of the preferred stock, plus any accrued and unpaid dividends.

Company Redemption Rights

The Company possesses a right of redemption for the Series A Preferred Stock, which can be exercised at any time, unless prohibited by applicable law. The redemption price varies depending on when the right is exercised: specifically, the price is 150% of the sum of the Stated Value per share and all dividends paid in additional shares of preferred stock, plus any accrued and unpaid dividends, prior to the first anniversary of the Closing Date. This redemption price decreases over time: to 140% from the first to second anniversary, to 130% from the second to third anniversary, to 120% from the third to fourth anniversary, to 110% from the fourth to fifth anniversary, and to 100% after the fifth anniversary of the Closing Date. The price is subject to adjustment for any stock dividends, stock splits, combinations, or other similar recapitalizations involving the Series A Preferred Stock.

12. Stockholders' Deficit

2026 Private Placement

On May 7, 2026, the Company entered into subscription agreements for the 2026 PIPE Transaction with new institutional investors, existing stockholders, and a Company affiliate, Ares Management Corporation ("Ares"). On May 8, 2026, the 2026 PIPE Transaction closed, generating aggregate gross proceeds of $100.0 million (including $5.0 million from Ares) through the issuance and sale of (i) 15,384,609 shares of common stock at $6.50 per share and (ii) accompanying freestanding 2026 PIPE Warrants to purchase up to 15,384,609 shares of common stock at an exercise price of $6.00 per share (see Note 5 and Note 10).

The 2026 PIPE Warrants did not meet the conditions for equity classification (see Note 5). Accordingly, the proceeds were allocated to the 2026 PIPE Warrants at initial fair value, with residual proceeds to the common stock issued in the transaction. The Company also incurred $5.5 million in transaction costs consisting of banking, legal, and other professional fees, which were allocated to the two instruments issued on a relative fair value basis, with $2.0 million recognized in the condensed consolidated statements of operations and comprehensive (loss) income and $3.5 million recorded as a reduction to additional paid-in capital.

Down-Round Adjustments

In connection with the 2026 PIPE Transaction, the exercise prices of the 2025 PIPE Warrants and NRA Warrants and the conversion price of the Series A Preferred Stock were each adjusted from $12.00 to $6.00 per share, representing the lowest price of securities issued in the 2026 PIPE Transaction. The original terms of each instrument included existing full ratchet down-round protection, and separately, in connection with the 2026 PIPE Transaction, the investors agreed to waive certain anti-dilution rights, which was accounted for as a modification. As the Series A Preferred Stock is classified as equity, the Company recognized the incremental value provided to the holders as a result of the down-round adjustments and waiver as a deemed dividend of $46.1 million (see Note 11). As the 2025 PIPE Warrants and NRA Warrants are classified as liabilities and remeasured each reporting period, the effect of the down-round adjustments and waiver was

included within their fair value remeasurements recognized in the condensed consolidated statements of operations and comprehensive (loss) income (see Note 5 and Note 10).

Common Stock

In September 2025, the Company authorized 2,000,000,000 shares, consisting of 1,980,000,000 shares of Kodiak common stock, par value $0.0001 per share, and 20,000,000 shares of Kodiak preferred stock, par value $0.0001 per share. Each share of Kodiak common stock is entitled to one vote.

Common stock reserved for future issuance as of September 30, 2026 was as follows (in thousands):

	September 30, 2026
Earn Out Shares	55,764
Common stock warrants[1]	79,631
Outstanding stock options	47,066
Outstanding restricted stock	14,990
Shares available for issuance under equity incentive plan[2]	26,238
Cumulative redeemable convertible preferred stock[3]	31,216
Shares available for issuance under the ESPP	7,456
Total	262,361

[1] Common stock warrants include both equity-classified and liability-classified warrants (see Note 10).

[2] Includes 19,234 thousand Earn Out RSUs granted under the plan (see Note 3).

[3] Includes shares issuable for accrued dividends paid-in-kind (see Note 11).

Equity-Classified Common Stock Warrants

As of September 30, 2026, the Company had the following equity-classified common stock warrants outstanding (in thousands, except exercise price per share):

	Shares Underlying Warrants	Exercise Price Per Share	Expiration Date
Public Warrants	24,604	$ 9.28	9/24/2030
Private Placement Warrants	14,300	$ 9.28	9/24/2030
Assumed Kodiak Warrants	559	$ 2.24	12/31/2028, 6/30/2031
Total outstanding	39,463		

Public and Private Placement Warrants

The Company may redeem the Public Warrants if the last reported sales price of Kodiak common stock equals or exceeds $14.53 per share for any 20 trading days within a 30-trading day period ending on the third trading day prior to the date on which the Company provides notice of redemption to the warrant holders. The Public Warrants may be redeemed only in full, not in part, and require a minimum of 30 days' prior written notice. Once exercisable, the Public Warrants may be redeemed by the Company at a redemption price of $0.01 per warrant. The Company may require a cashless exercise of the Public Warrants upon redemption.

The Private Placement Warrants are substantially identical to the Public Warrants, except that they are exercisable on a cashless basis and are non-redeemable. The exercise price and number of shares of common stock for the warrants are

subject to adjustment for certain corporate events, such as share dividends, recapitalizations, and mergers. The warrants are not adjusted for common stock issued below the exercise price, and the Company is not obligated to net cash settle them. Accordingly, the warrants are equity-classified because they are indexed to the Company's common stock and provide for the issuance of a fixed number of shares upon exercise.

Assumed Kodiak Warrants

In connection with the Merger, each outstanding and unexercised Legacy Kodiak warrant was converted into an Assumed Kodiak Warrant. Upon the Closing Date, the Assumed Kodiak Warrants were remeasured to fair value and reclassified from liability to equity (see Note 3). The warrants met the conditions for equity classification because they are indexed to the Company's common stock and provide for the issuance of a fixed number of shares upon exercise. The warrants do not contain any mandatory redemption features requiring settlement in cash or other assets.

13. Stock-based Compensation

The Company grants stock-based awards under the Kodiak 2025 Equity Incentive Plan (the "2025 EIP"). The Company also maintains the Legacy Kodiak 2018 Equity Incentive Plan (the "2018 Plan"), under which outstanding awards continue to vest but no further awards may be granted. As of September 30, 2026, 26,238,413 and 7,455,905 shares of the Company's common stock were available for future issuance under the 2025 EIP and the 2025 Employee Stock Purchase Plan (the "ESPP"), respectively. The first offering period under the ESPP commenced on May 20, 2026. Stock-based compensation expense recognized under the ESPP was $0.4 million and $0.6 million for the three and nine months ended September 30, 2026, respectively.

Stock Option Activity

Stock option activity under the Company's equity incentive plan was as follows:

	Options Outstanding			
	Number of Options (in thousands)	Weighted–Average Exercise Price	Weighted-Average Remaining Contractual Life (in years)	Aggregate Intrinsic Value (in thousands)
Outstanding as of December 31, 2025	55,438	$ 1.90		
Granted	—	—		
Exercised	(4,367)	0.61		
Forfeited	(3,903)	6.17		
Expired	(102)	3.61		
Outstanding as of September 30, 2026	47,066	$ 1.66	5.8	$ 51,468
Exercisable as of September 30, 2026	37,042	$ 1.11	5.2	$ 44,501

The aggregate intrinsic value in the above table is calculated as the difference between the exercise price of the underlying stock options and the Company's fair value of its common stock as of the balance sheet date.

As of September 30, 2026, total unrecognized compensation expense related to unvested options was $33.0 million, which the Company expects to recognize over an estimated weighted-average period of 2.2 years.

Restricted Stock

Restricted stock consists of restricted stock units ("RSUs") and performance stock units ("PSUs"). RSUs vest based on continued service. PSUs vest based on the achievement of performance conditions and continued service. Upon vesting, each RSU and PSU is settled in one share of the Company's common stock. The grant-date fair value of restricted stock is based on the closing price of the Company's common stock on the grant date. Compensation cost for PSUs is recognized only when achievement of the performance conditions is probable. The Company reassesses probability each reporting

period, and any change is reflected as a cumulative adjustment to compensation cost, including reversal of previously recognized cost if achievement is no longer probable.

Activity for restricted stock, including RSUs and PSUs was as follows:

	Unvested Restricted Stock	
	Number of Units (in thousands)	Weighted–Average Grant-Date Fair Value
Outstanding as of December 31, 2025	2,622	$ 5.91
Granted	13,718	5.82
Vested	(192)	5.97
Forfeited	(1,158)	5.73
Outstanding as of September 30, 2026	14,990	$ 5.84

As of September 30, 2026, the 15.0 million units outstanding included 13.3 million RSUs and 1.7 million PSUs.

As of September 30, 2026, total unrecognized compensation expense related to unvested restricted stock was $78.1 million, which the Company expects to recognize over an estimated weighted-average period of 3.5 years.

Stock-based Compensation

Total stock-based compensation recorded in the Company's condensed consolidated statements of operations and comprehensive (loss) income was as follows (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
Research and development	$ 3,789	$ 2,228	$ 8,985	$ 5,148
General and administrative	4,182	2,475	10,296	3,952
Truck and freight operations	327	152	687	329
Sales and marketing	528	390	1,261	707
Total stock-based compensation	$ 8,826	$ 5,245	$ 21,229	$ 10,136

Stock-based compensation capitalized as part of property and equipment was not material for the three and nine months ended September 30, 2026 and 2025.

14. Revenues

The Company's revenues are primarily derived from (i) providing Driver-as-a-Service ("DaaS") to customers, (ii) delivering freight via Kodiak-owned autonomous trucks powered by the Kodiak Driver, and (iii) providing ground autonomy solutions to the U.S. military. The Company recognizes revenue when customers obtain control of promised services in an amount that reflects the consideration the Company expects to receive for those services.

Disaggregation of Revenues

The Company's revenues were generated from customers located in the U.S. For the three and nine months ended September 30, 2026, DaaS represented 70% and 67% of total revenues, ground autonomy solutions represented 17% and 21% of total revenues, and freight delivery represented 13% and 12% of total revenues, respectively. For the three and nine months ended September 30, 2025, DaaS represented 68% and 34% of total revenues, ground autonomy solutions represented 0% and 36% of total revenues, and freight delivery represented 32% and 29% of total revenues, respectively.

The Company's contracts with a duration of one year or more consisted entirely of a DaaS arrangement with a single customer as of September 30, 2026. In August 2026, our customer committed additional tractors under an agreed delivery schedule. As a result, the aggregate amount of the transaction price allocated to unsatisfied performance obligations was $88.1 million as of September 30, 2026, which is expected to be recognized ratably over the respective service periods of each underlying contract through June 2031.

Contract Balances

As of September 30, 2026 and December 31, 2025, the Company did not have any material amounts related to unbilled receivables or contract assets. The Company's contract liabilities were $1.8 million and $0.7 million as of September 30, 2026 and December 31, 2025, respectively. Contract liabilities were included in *accrued expenses and other current liabilities* and *other liabilities* on the condensed consolidated balance sheets.

15. Income Taxes

The Company's income tax benefit (expense) was not material for the three and nine months ended September 30, 2026 and 2025. The Company's effective tax rate for the three and nine months ended September 30, 2026 and 2025 was approximately 0%. For the periods presented, the difference between the effective tax rate and the federal statutory rate of 21% primarily relates to certain non-deductible items, the absence of current taxable income, and the full valuation allowance on deferred tax assets.

16. Net (Loss) Income Per Common Share

The following table summarizes the computation of basic and diluted net loss per common share (in thousands, except per share amounts):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
Numerator				
Net (loss) income	$ 27,414	$ (269,935)	$ 66,381	$ (511,846)
Less: deemed dividend to preferred stockholders related to a conversion price adjustment	—	—	(46,052)	—
Less: cumulative dividends to preferred stockholders	(3,675)	—	(12,056)	—
Less: undistributed earnings to participating securities	(3,210)	—	(906)	—
Net (loss) income attributable to common stockholders, basic	20,529	(269,935)	7,367	(511,846)
Add: adjustment to undistributed earnings to participating securities	411	—	906	—
Less: gain on change in fair value of common stock warrants	—	—	(201,151)	—
Net (loss) income attributable to common stockholders, diluted	$ 20,940	$ (269,935)	$ (192,878)	$ (511,846)
Denominator				
Weighted-average common shares outstanding, basic	194,506	69,405	186,098	62,978
Effect of dilutive stock options, RSUs and ESPP	32,806	—	—	—
Effect of dilutive common stock warrants	246	—	1,987	—
Weighted-average common shares outstanding, diluted	227,558	69,405	188,085	62,978
Net (loss) income per common share, basic	$ 0.11	$ (3.89)	$ 0.04	$ (8.13)
Net (loss) income per common share, diluted	$ 0.09	$ (3.89)	$ (1.03)	$ (8.13)

Kodiak AI, Inc.

Notes to Condensed Consolidated Financial Statements (unaudited)

The following potentially dilutive common stock equivalents were excluded from the computation of diluted net loss per share for the periods presented because including them would have been anti-dilutive (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
Common stock warrants	79,072	65,235	39,463	65,235
Redeemable convertible preferred stock	31,216	14,216	31,216	14,216
Common stock options and RSUs	18,864	55,990	62,056	55,990
ESPP	—	—	602	—
Total	129,152	135,441	133,337	135,441

The 74,998,317 shares and 6,250,000 shares of common stock equivalent subject to the remaining Earn Out Securities and Sponsor Earn Out Securities, respectively, are excluded from the anti-dilutive table above as of September 30, 2026 as the underlying shares remain contingently issuable as the triggering events have not been satisfied (see Note 3).

17. Segment

The Company has one operating and reportable segment related to the development of autonomous vehicle technology and related services that can be applied at scale across a broad range of industries and environments. Factors used in determining the reportable segment include the nature of the Company's activities, the organizational and reporting structure and the type of information reviewed by the chief operating decision maker ("CODM"), its chief executive officer, to allocate resources and evaluate financial performance. *Net (loss) income* is the key measure of segment profit and loss that the CODM uses to allocate resources and assess performance. The CODM uses *net (loss) income* to evaluate the Company's expenditures and monitor budget-to-actual results. The CODM considers budget-to-actual variances and available cash when making decisions about the allocation of resources across the organization.

Significant expenses within *net (loss) income* include research and development, general and administrative, truck and freight operations and sales and marketing, which are separately presented on the Company's condensed consolidated statements of operations and comprehensive (loss) income. The Company's long-lived assets are located in the United States.

18. Subsequent Events

Amendment to Second Lien Loan

Subsequent to September 30, 2026, the Company entered into an amendment to the Second Lien Loan and Security Agreement governing its $10.0 million Second Lien Loans to extend the contractual maturity date from October 1, 2026 to June 1, 2027, modify the mandatory prepayment provisions and conversion mechanics, and make conforming changes to align certain provisions with the 2025 Credit Facility.

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

On September 24, 2025 (the "Closing Date" or "Closing"), Kodiak Robotics, Inc. ("Legacy Kodiak") and Ares Acquisition Corporation II ("AACT") consummated the merger transaction (the "Merger") and AACT changed its name to Kodiak AI, Inc. (the "Company" or "Kodiak"). As a result, the financial statements of Legacy Kodiak are now the financial statements of Kodiak.

The following discussion and analysis of our financial condition, results of operations and cash flows should be read in conjunction with (1) the unaudited condensed consolidated financial statements and the related notes thereto included elsewhere in this Quarterly Report on Form 10-Q, and (2) the audited consolidated financial statements and notes thereto and management's discussion and analysis of financial condition and results of operations for the year ended December 31, 2025 included in the Annual Report on Form 10-K filed with the Securities and Exchange Commission (the "SEC") on March 11, 2026.

Certain information contained in this discussion and analysis is also included elsewhere in this Quarterly Report, including information regarding our business plans and strategy, and includes forward-looking statements that involve risks and uncertainties. Actual results could differ materially from those anticipated in these forward-looking statements as a result of various factors, including those discussed in the sections titled "Risk Factors" and "Cautionary Note Regarding Forward-Looking Statements" in this Quarterly Report.

Our investor relations website is located at https://investors.kodiak.ai. We use our investor relations website to post important information for investors, including news releases, analyst presentations, and supplemental financial information, and as a means of disclosing material non-public information and for complying with our disclosure obligations under Regulation FD. Accordingly, investors should monitor our investor relations website, in addition to following press releases, SEC filings and public conference calls and webcasts. From time to time, we may also post information that could be deemed material on our social media channels, which are listed on our investor relations website, and investors are encouraged to review those sources as well. We have included our investor relations website as an inactive textual reference only. Except as specifically incorporated by reference into this Report, information on such website is not part of this Report.

Overview

Kodiak is a leading provider of physical AI, with a focus on AI-powered autonomous vehicle ("AV") technology, that is designed to help tackle some of the toughest driving jobs. Our driverless solution can help address the critical problem of safely transporting goods in the face of unprecedented supply chain challenges. We believe that driverless trucks can enhance road safety, improve truck utilization, reduce costs, expand margins for fleet owners, alleviate supply chain pressures and create better jobs for truck drivers.

We serve customers in the long-haul trucking, industrial trucking, and defense industries. In December 2024, we launched our driverless solution, which we refer to as the Kodiak Driver. We believe the launch of the Kodiak Driver represents the first customer-owned and -operated driverless trucks in commercial service. In addition, our customers have utilized Kodiak-owned driverless trucks to deliver revenue-generating loads across the southern United States. As of September 30, 2026, Kodiak Driver-powered vehicles have logged over 58,000 Cumulative Hours of Paid Driverless Operations and have delivered over 29,000 loads. In the defense industry, we believe the Kodiak Driver can support national security initiatives and critical government applications.

We expect to continue to operate using a Driver-as-a-Service ("DaaS") business model, which we launched in December 2024 in connection with our partnership with Atlas Energy Solutions ("Atlas"). Under our DaaS model, our customers are provided with access to the Kodiak Driver on customer-owned and -operated vehicles. Under this model, we generate revenue through either a per-vehicle or per-mile license fee. This flexible approach to pricing is designed to align with our customers' diverse operational models, while generating predictable recurring revenue for us. By integrating the Kodiak Driver into customer-owned fleets, we expect to build an asset-light business that can scale with our customers' growth.

In September 2025, we completed the Merger accounted for as a reverse recapitalization, with Legacy Kodiak as the accounting acquirer. Consequently, historical results prior to the Merger are those of Legacy Kodiak. The transaction, including a concurrent private investment in public equity financing, generated $171.2 million in net proceeds through the issuance of Series A cumulative redeemable convertible preferred stock. We are using these funds to scale operations and

support incremental public company costs. See Note 3 to our condensed consolidated financial statements included in Part I, Item 1 of this Quarterly Report for additional information.

Key Factors Affecting our Results

We believe that our performance and future success depend on several factors that present significant opportunities for us but also pose risks and challenges, including those discussed below and in the section of this Quarterly Report titled "*Risk Factors.*"

Evolution of Business Model

Our business model has evolved and will continue to evolve in parallel with the growth of our business. Initially, our revenue was generated by transporting commercial freight using Kodiak-owned autonomous trucks and from our work with the U.S. Army. This approach allowed us to refine the Kodiak Driver, demonstrate commercial viability, grow our customer base and establish a freight network spanning approximately 27,000 miles across the southern United States and demonstrate the viability of the Kodiak Driver across multiple operating domains.

Under our DaaS model, which we launched in December 2024 with Atlas, our customers own and operate Kodiak Driver-powered trucks, and Kodiak provides the autonomy system, regular software updates, systems integrations, remote monitoring and operational and remote support. Under the DaaS model, revenue is generated on a recurring subscription basis, either through a per-vehicle or a per-mile license fee structure, with mileage minimums, where applicable. The DaaS model is designed to scale efficiently, support diverse customer operations, and establish recurring revenue streams while helping minimize our capital expenditures.

As we expand deployments under the DaaS model, we expect a shift in our cost structure to an asset-light business model. Historically, we primarily used Kodiak-owned trucks in our operations. We expect to continue to own and operate a limited fleet of trucks to support the continued development of the Kodiak Driver and continued business development efforts. In the near term, we expect our costs will continue to reflect the use of Kodiak-owned trucks. Over time, we expect customer-owned vehicles will represent a larger share of the deployed fleet, supporting a leaner, more capital-efficient and increasingly asset-light operating model. We also anticipate a shift in capital allocation, moving from an initial focus on technology development toward scaling operations. Future investments will increasingly focus on deployment growth and operational integration. As we grow, we expect to benefit from economies of scale driven by operational efficiencies and continued platform refinement.

Commercialization

We launched our DaaS business in December 2024 with Atlas, and as of September 30, 2026, have surpassed 58,000 Cumulative Hours of Paid Driverless Operations. We anticipate scaling our deployment with Atlas over the course of 2026 and beyond. We are also exploring opportunities among additional customers that operate in remote, unstructured environments similar to the Permian Basin. Like Atlas, these customers face acute driver recruitment issues and 24/7 operational requirements, presenting attractive growth and profitability opportunities. We additionally see an opportunity to expand our work on unimproved roads internationally, in similarly well-suited markets such as Canada, Australia, and the Middle East.

We also continue to prepare our long-haul trucking and industrial trucking customers for our DaaS business model through our Partner Deployment Program ("PDP") as we work to expand our safety case to the long-haul trucking vertical. Inclusive of both our operations with Atlas and with our over-the-road customers, as of September 30, 2026, Kodiak Driver-powered vehicles have delivered over 29,000 loads.

We also see increasing tailwinds in the defense market, as defense modernization programs increasingly focus on upgrading vehicle fleets with advanced technologies. The U.S. Department of War ("DoW") is increasingly prioritizing adapting commercial, off-the-shelf AI technologies for defense purposes, which creates opportunities for dual-use developers like Kodiak. Additionally, allied European nations are ramping up investment in autonomous ground vehicles in response to instability in the region.

Kodiak's ability to achieve our scale goals, as well as profitability, depends on our ability to meet both technical and commercial milestones and the need to scale our deployments with existing customers and attract new customers. Delays in our deployment timelines could result in Kodiak failing to achieve revenue and profitability targets. We intend to pursue

additional long-haul trucking, industrial trucking, and defense partnerships as we scale our DaaS business model. If our assumptions about our commercial or technical development are overly optimistic, or if we are unable to successfully commercialize the Kodiak Driver, we may fail to generate operating cash flow or achieve profitability. A failure to meet our technical or commercial milestones may lead to unanticipated delays or cost overruns, which could in turn adversely impact margins and cash flows.

Economies of Scale, Sales and Marketing, & Competition

We believe that our DaaS model, where we charge our customers a per-truck or per-mile license fee, will enable us to achieve strong margin profiles at scale. Our future performance will depend on our ability to both deliver these high margins, including both revenue expansion and cost control measures, as well as scale our deployments beyond Atlas to higher volumes. Our approach allows us to focus on developing our core Kodiak Driver technologies while leveraging third-party ecosystem partnerships to ensure capital efficiency.

As we scale our DaaS model, we aim to transition our customers away from delivering freight on Kodiak-owned and -operated trucks to customer-owned and -operated trucks. We anticipate achieving additional economies of scale as we grow our deployments. We expect that these economies of scale will come from both increased efficiency and component cost reductions, as both we and our suppliers improve production efficiency. Achievement of this scale depends on our ability to transition our PDP customers to the DaaS model within our expected time frame.

While we expect to achieve and maintain strong margins on the Kodiak Driver, additional competition in AV technologies may negatively impact pricing, margins, and market share. This may lead to pricing pressure and lower margins that negatively impact operating results. However, we believe our capital efficient approach gives us a competitive advantage in terms of ensuring margins and unit economics. If we do not generate the margins we expect upon commercialization of our DaaS model, we may be required to raise additional debt or equity capital, which may not be available on acceptable terms or at all.

Regulatory Landscape

While there is currently no comprehensive federal regulatory framework governing the deployment of driverless trucks, we are able to operate our driverless trucking business today under existing regulation and related guidance. Many states support driverless deployment either through legislation or regulatory guidance, though different states have different requirements, such as first responder interaction protocols and insurance standards, which create compliance complexities.

As the regulatory environment related to driverless technologies advances, our business will need to continue to evolve accordingly. For example, additional state-level requirements or new federal standards could require operational or technical adjustments. We proactively engage with policymakers and regulators to help ensure the regulatory frameworks support safe and scalable driverless deployment.

Global Economic Conditions

Unfavorable economic conditions in the United States and globally may adversely impact our business growth and operating results. Macroeconomic factors such as inflation, higher interest rates, tariffs, banking disruptions, geopolitical tensions and conflicts in Ukraine and the Middle East have contributed to increased economic uncertainty and market volatility. Recent policy actions by the U.S. Government, including changes to trade policy, tariffs on key imports and shifts in industrial and environmental regulations, may further impact global supply chains and business investment decisions. These effects may not be fully reflected in our financial performance until future periods. Additionally, adverse conditions could limit our ability to secure financing on acceptable terms, or at all. Ongoing geopolitical instability and related sanctions may further disrupt global financial markets, including in the United States, potentially resulting in a material impact on our operations.

Key Operating Metrics

We monitor the following key operating metrics to help us evaluate our business, identify trends affecting our business, formulate business plans and financial projections and make strategic decisions.

Cumulative Hours of Paid Driverless Operations

We believe this metric is an important measure of the progress of the commercialization of our technology. We define Cumulative Hours of Paid Driverless Operations as the aggregate number of logged hours when the Kodiak Driver is actively engaged without a safety driver in the vehicle, and we are being paid by our customers.

This metric is critical to assessing the maturity, reliability and scalability of the Kodiak Driver. Growth in Cumulative Hours of Paid Driverless Operations indicates increasing driverless operational performance, customer adoption and commercial readiness.

In December 2024, we commenced tracking Cumulative Hours of Paid Driverless Operations following the initial delivery of the Kodiak Driver-powered trucks to Atlas. As of September 30, 2026, we have surpassed 58,000 Cumulative Hours of Paid Driverless Operations.

Customer-Owned Driverless Vehicles

We believe that Customer-Owned Driverless Vehicles is an important measure of the unit growth rate of our business. We expect growth in this metric to signal customer adoption of our DaaS model and future revenue expansion. We define Customer-Owned Driverless Vehicles as the number of customer-owned driverless vehicles with a then-current license for the Kodiak Driver during the applicable period.

This metric reflects commercial adoption, operational scaling and our ability to deliver autonomous vehicles capable of operating without a safety driver. As of September 30, 2026, our customers had 37 Customer-Owned Driverless Vehicles.

Non-GAAP Financial Measures

In addition to our financial results determined in accordance with U.S. generally accepted accounting principles ("GAAP"), we consider certain non-GAAP measures, including the following, which we use to evaluate our ongoing operations and for internal planning and forecasting purposes. We believe that non-GAAP financial information, when taken collectively with the financial information presented in accordance with GAAP, may be helpful to investors because it provides consistency and comparability with past financial performance. However, non-GAAP financial information is presented for supplemental informational purposes only, has limitations as an analytical tool, and should not be considered in isolation or as a substitute for financial information presented in accordance with GAAP.

Other companies, including companies in our industry, may calculate similarly titled non-GAAP measures differently or may use other measures to evaluate their performance, all of which could reduce the usefulness of our non-GAAP financial measures as tools for comparison. In addition, the utility of free cash flow as a measure of our liquidity is limited as it does not represent the total increase or decrease in our cash balance for a given period.

Investors are encouraged to review the related GAAP financial measures and the reconciliation of these non-GAAP financial measures to their most directly comparable GAAP financial measures and not rely on any single financial measure to evaluate our business.

Non-GAAP Loss from Operations

We define non-GAAP loss from operations as GAAP loss from operations, excluding stock-based compensation expense. We use non-GAAP loss from operations as part of our overall assessment of our performance, including the preparation of our annual operating budget and quarterly forecasts, to evaluate the effectiveness of our business strategies, and to communicate with our board of directors concerning our financial performance. Stock-based compensation is a non-cash expense that varies in amount from period to period and is dependent on market forces that are often beyond our control. As a result, management excludes this item from internal operating forecasts and models. Management believes that non-GAAP measures adjusted for stock-based compensation provide investors with a basis to measure our performance against the performance of other companies without the variability created by stock-based compensation as a result of the variety of equity awards used by other companies and the varying methodologies and assumptions used.

The following provides a reconciliation from GAAP loss from operations to non-GAAP loss from operations, the most directly comparable financial measure stated in accordance with GAAP.

(in thousands)	Three Months Ended September 30, 2026	Three Months Ended September 30, 2025	Nine Months Ended September 30, 2026	Nine Months Ended September 30, 2025
GAAP loss from operations	$ (50,378)	$ (29,969)	$ (131,907)	$ (73,915)
Stock-based compensation	8,826	5,245	21,229	10,136
Non-GAAP loss from operations	$ (41,552)	$ (24,724)	$ (110,678)	$ (63,779)

Free Cash Flow

We define free cash flow as net cash used in operating activities, which is its most directly comparable measure calculated in accordance with GAAP, less purchases of property and equipment. We believe free cash flow is a useful indicator of liquidity that provides our management, board of directors, and investors with information about our future ability to generate or use cash to enhance the strength of our balance sheet and further invest in our business and pursue potential strategic initiatives. The following provides a reconciliation from net cash used in operating activities to free cash flow.

(in thousands)	Three Months Ended September 30, 2026	Three Months Ended September 30, 2025	Nine Months Ended September 30, 2026	Nine Months Ended September 30, 2025
GAAP net cash used in operating activities	$ (35,222)	$ (33,357)	$ (98,841)	$ (70,216)
Purchases of property and equipment	(2,782)	(6,645)	(12,246)	(11,881)
Free cash flow	$ (38,004)	$ (40,002)	$ (111,087)	$ (82,097)

Components of Results of Operations

Revenues

We generate revenues from: (i) providing DaaS to customers; (ii) delivering freight via Kodiak-owned autonomous trucks powered by the Kodiak Driver; and (iii) providing ground autonomy solutions to the U.S. military. Defense contracts, and associated revenue, particularly those with the DoW and the U.S. Army, can be episodic in nature and difficult to predict from period-to-period. As we scale our DaaS business model beyond Atlas, we expect revenue under such arrangements to increase relative to our total revenues.

Operating Expenses

Our operating expenses consist of research and development, general and administrative, truck and freight operations and sales and marketing.

Research and Development

Research and development costs are expensed as incurred and consist primarily of personnel costs, hardware and electrical engineering prototyping, cloud computing and storage, third-party software licenses (including simulation), data labeling and third-party design services.

We expect our research and development expenses to continue to increase for the foreseeable future as we advance our innovation efforts, expand into new operational domains and enhance solutions leveraging our proprietary technology.

General and Administrative

General and administrative costs consist primarily of personnel costs, facilities rent, insurance, professional services (including external accounting and legal advisors), and other general and administrative costs.

We expect our general and administrative expenses to continue to increase for the foreseeable future to support our additional headcount, driven by expanding operations and as a result of operating as a public company. These increased costs primarily relate to legal, audit, accounting, regulatory and tax-related services associated with maintaining compliance with exchange listing and SEC requirements, incremental director and officer insurance costs, investor and public relations costs and other expenses that we did not incur as a private company.

Truck and Freight Operations

Truck and freight operations costs consist primarily of personnel costs, truck-related operational costs and DaaS operational infrastructure costs, including remote and on-site support and the depreciation of deployed Kodiak Driver hardware.

We expect our truck and freight operations costs to continue to increase due to the expansion of our testing and deployment with new and existing customers and to support our geographic expansion.

Sales and Marketing

Sales and marketing costs consist primarily of personnel costs and sales-related, branding and public relations activities. We expect our sales and marketing expenses to continue to increase to support the expected growth in our commercial operations.

Other (Expenses) Income

Other (expenses) income consists primarily of (i) loss on issuance of equity instruments in connection with the Merger; (ii) changes in fair value as a result of the remeasurement of our common stock warrants, second lien loans, simple agreements for future equity ("SAFEs"), and redeemable convertible preferred stock warrant liabilities; (iii) interest income and other net, which includes income on our cash equivalents and marketable securities; and, (iv) interest expense incurred on our debt obligations.

Results of Operations

Three Months Ended September 30, 2026 compared to Three Months Ended September 30, 2025

Our results of operations for the periods indicated are summarized in the table below (in thousands):

	Three Months Ended September 30,			
	2026	2025	$ Change	% Change
Revenues	$ 2,969	$ 770	$ 2,199	286%
Operating expenses:				
Research and development	25,422	13,452	11,970	89%
General and administrative	14,532	9,177	5,355	58%
Truck and freight operations	11,507	6,627	4,880	74%
Sales and marketing	1,886	1,483	403	27%
Total operating expenses	53,347	30,739	22,608	74%
Loss from operations	(50,378)	(29,969)	(20,409)	(68%)
Other (expenses) income:				
Interest expense	(922)	(941)	19	2%
Interest income and other, net	1,107	(3,018)	4,125	137%
Loss on issuance of equity instruments	—	(210,722)	210,722	100 %
Change in fair value of common stock warrants	78,213	—	78,213	NM
Change in fair value of second lien loans	(607)	(21,784)	21,177	97%
Change in fair value of simple agreements for future equity	—	2,473	(2,473)	(100%)
Change in fair value of redeemable convertible preferred stock warrant liabilities	—	(5,974)	5,974	100%
Total other (expenses) income, net	77,791	(239,966)	317,757	132%
Net (loss) income before income taxes	$ 27,413	$ (269,935)	$ 297,348	110%

NM = not meaningful

Revenues

Revenues increased by $2.2 million, or 286%, to $3.0 million for the three months ended September 30, 2026, from $0.8 million for the three months ended September 30, 2025. The increase was primarily attributed to a $1.6 million increase in DaaS revenue and $0.5 million from ground autonomy solutions.

Research and Development

Research and development expenses increased by $12.0 million, or 89%, to $25.4 million for the three months ended September 30, 2026 from $13.5 million for the three months ended September 30, 2025. The increase was primarily attributable to $6.0 million of higher headcount and related expenses to support our autonomous technology development, an increased investment of $2.9 million in software and other tools to support our artificial intelligence and machine learning initiatives, and an increased investment of $2.5 million in hardware and development related to our long-haul operations.

General and Administrative

General and administrative expenses increased by $5.4 million, or 58%, to $14.5 million for the three months ended September 30, 2026 from $9.2 million for the three months ended September 30, 2025. The increase was primarily attributable to $3.2 million of higher headcount and related expenses, as well as an increase of $1.7 million in costs incurred for legal, accounting, and other services, associated with operating as a public company.

Truck and Freight Operations

Truck and freight operations expenses increased by $4.9 million, or 74%, to $11.5 million for the three months ended September 30, 2026 from $6.6 million for the three months ended September 30, 2025. The increase was primarily attributable to an increase of $3.1 million in infrastructure costs and $2.2 million in higher headcount-related expenses, both driven by efforts to support DaaS operations and development related to our long-haul operations.

Sales and Marketing

Sales and marketing expenses increased by $0.4 million, or 27%, to $1.9 million for the three months ended September 30, 2026 from $1.5 million for the three months ended September 30, 2025. The increase was primarily attributable to $0.3 million in higher headcount-related expenses and $0.1 million in higher marketing expenses.

Other (Expenses) Income

Other (expenses) income, net increased by $317.8 million, or 132%, for the three months ended September 30, 2026 compared to the three months ended September 30, 2025. The increase was primarily driven by (i) $210.7 million in losses on equity instrument issuances that occurred in the comparative 2025 period only, (ii) $102.9 million in change in fair values or net gains on our instruments subject to remeasurement each reporting period, primarily driven by changes in our stock price assumption used in the valuations, and (iii) $4.1 million increase in interest income and other net, primarily due to $3.2 million in Merger-related transaction costs recorded in the comparative 2025 period only.

Nine Months Ended September 30, 2026 compared to Nine Months Ended September 30, 2025

Our results of operations for the periods indicated are summarized in the table below (in thousands):

	Nine Months Ended September 30,			
	2026	2025	$ Change	% Change
Revenues	$ 8,298	$ 2,744	$ 5,554	202%
Operating expenses:				
Research and development	65,674	35,804	29,870	83%
General and administrative	39,391	21,463	17,928	84%
Truck and freight operations	30,461	16,102	14,359	89%
Sales and marketing	4,679	3,290	1,389	42%
Total operating expenses	140,205	76,659	63,546	83%
Loss from operations	(131,907)	(73,915)	(57,992)	(78%)
Other (expenses) income:				
Interest expense	(2,727)	(3,365)	638	19%
Interest income and other, net	1,633	(2,555)	4,188	164%
Loss on issuance of equity instruments	—	(210,722)	210,722	100 %
Change in fair value of common stock warrants	201,151	—	201,151	NM
Change in fair value of second lien loans	(1,760)	(23,938)	22,178	93%
Change in fair value of simple agreements for future equity	—	(190,075)	190,075	100%
Change in fair value of redeemable convertible preferred stock warrant liabilities	—	(7,272)	7,272	100%
Total other (expenses) income, net	198,297	(437,927)	636,224	145%
Net (loss) income before income taxes	$ 66,390	$ (511,842)	$ 578,232	113%

NM = not meaningful

Revenues

Revenues increased by $5.6 million, or 202%, to $8.3 million for the nine months ended September 30, 2026, from $2.7 million for the nine months ended September 30, 2025. The increase was primarily attributed to a $4.6 million increase in DaaS revenue and $0.8 million from ground autonomy solutions.

Research and Development

Research and development expenses increased by $29.9 million, or 83%, to $65.7 million for the nine months ended September 30, 2026 from $35.8 million for the nine months ended September 30, 2025. The increase was primarily attributable to $16.5 million of higher headcount and related expenses to support our autonomous technology development, an increased investment of $7.6 million in software and other tools to support our artificial intelligence and machine learning initiatives, and an increased investment of $5.5 million in hardware and development related to our long-haul operations.

General and Administrative

General and administrative expenses increased by $17.9 million, or 84%, to $39.4 million for the nine months ended September 30, 2026 from $21.5 million for the nine months ended September 30, 2025. The increase was primarily attributable to $12.1 million of higher headcount and related expenses, as well as an increase of $4.7 million in costs incurred for legal, accounting, and other services, associated with operating as a public company.

Truck and Freight Operations

Truck and freight operations expenses increased by $14.4 million, or 89%, to $30.5 million for the nine months ended September 30, 2026 from $16.1 million for the nine months ended September 30, 2025. The increase was primarily attributable to an increase of $7.9 million in infrastructure costs and $6.6 million in higher headcount-related expenses, both driven by efforts to support DaaS operations and development related to our long-haul operations.

Sales and Marketing

Sales and marketing expenses increased by $1.4 million, or 42%, to $4.7 million for the nine months ended September 30, 2026 from $3.3 million for the nine months ended September 30, 2025. The increase was primarily attributable to $0.9 million of higher headcount-related expenses, as well as an increase of $0.5 million in marketing expenses.

Other (Expenses) Income

Other (expenses) income, net increased by $636.2 million, or 145%, for the nine months ended September 30, 2026 compared to the nine months ended September 30, 2025. The increase was primarily driven by (i) $210.7 million in losses on equity instrument issuances that occurred in the comparative 2025 period only, (ii) $420.7 million in change in fair values or net gains on our instruments subject to remeasurement each reporting period, primarily driven by changes in our stock price assumption used in the valuations, and (iii) $4.2 million increase in interest income and other net, primarily due to $3.2 million in Merger-related transaction costs recorded in the comparative 2025 period only.

Liquidity and Capital Resources

Sources of Liquidity

Liquidity describes the ability of a company to generate sufficient cash flows to meet the cash requirements of its business operations, including working capital needs, debt service, acquisitions, contractual obligations and other commitments. We assess liquidity in terms of our cash flows from operations and their sufficiency to fund our operating and investing activities.

For the nine months ended September 30, 2026, we incurred a $131.9 million loss from operations. We expect to incur additional losses and increased expenses in future periods as we continue to scale our business, invest in research and development efforts, increase employee headcount and incur additional expenses associated with being a public company.

As of September 30, 2026, we had cash and cash equivalents and marketable securities totaling $113.6 million, and short-term debt obligations totaling $13.3 million consisting of the current portion of debt and second lien loans. We have historically funded our operations primarily through the issuance of equity and debt securities. We do not anticipate our cash and cash equivalents and marketable securities will be sufficient to meet our capital requirements for at least one year from the filing date of this Quarterly Report under our current operating plan. We expect to be able to fund our business plan into the second quarter of 2027. We expect to seek additional funding through debt or equity offerings to fund our operating plan, which may include the near-term issuance of equity and equity-linked securities or the incurrence of additional indebtedness, potentially resulting in substantial dilution or restrictive covenants. If we do not generate sufficient cash to fund our operating plan, we may also adjust our operating plan to lower our anticipated research and development initiatives, reduce our growth plans or liquidate our assets, among other things. To the extent any or all of these events were to occur, our business, operating results, financial condition and prospects may be materially and adversely affected.

As of September 30, 2026, we may receive up to $603.3 million from the full cash exercise of all of our outstanding warrants. The likelihood that warrant holders will exercise the warrants and any cash proceeds that we would receive is dependent upon the market price of our common stock. To the extent the market price for our common stock is less than the then-effective exercise price per share of any warrants, holders of such warrants will be unlikely to exercise such warrants.

Cash Flows

Nine Months Ended September 30, 2026 compared to Nine Months Ended September 30, 2025

Our cash flows for the periods indicated are summarized in the table below (in thousands):

	Nine Months Ended September 30,	
	2026	2025
Net cash (used in) provided by:		
Operating activities	$ (98,841)	$ (70,216)
Investing activities	(23,488)	(11,881)
Financing activities	102,451	211,591
Net change in cash and cash equivalents and restricted cash	$ (19,878)	$ 129,494

Operating Activities

Net cash used in operating activities for the nine months ended September 30, 2026 was $98.8 million and consisted of a $170.4 million change in non-cash adjustments, partially offset by net income of $66.4 million and a $5.2 million change in our operating assets and liabilities. Non-cash adjustments primarily consisted of a $201.2 million change in the fair value of common stock warrants and a $1.1 million accretion of discount on marketable securities, partially offset by $21.2 million in stock-based compensation, $4.9 million in depreciation and amortization, $2.0 million in transaction costs allocated to common stock warrants, a $1.8 million change in fair value of second lien loans, and $1.6 million in non-cash lease expense. The change in our operating assets and liabilities was primarily due to a $6.4 million net increase in our accounts payable, accrued expenses and other current liabilities, and other liabilities, as well as a $0.6 million decrease in our accounts receivable, both driven primarily by the timing of payments. These activities were partially offset by a $1.6 million decrease in operating lease liabilities.

Net cash used in operating activities for the nine months ended September 30, 2025 was $70.2 million and consisted of a net loss of $511.8 million and a $8.0 million change in our operating assets and liabilities, partially offset by $449.6 million in non-cash adjustments. Non-cash adjustments primarily consisted of an aggregate loss of $210.7 million on issuance of Series A cumulative redeemable convertible preferred stock, common stock, and common stock warrants,
$190.1 million in the change in fair value of SAFEs, $23.9 million in the change in fair value of second lien loans, $10.1 million in stock-based compensation, $7.3 million in the change in fair value of redeemable convertible preferred stock warrant liabilities, $3.2 million of transaction costs allocated to warrant liabilities, $2.1 million in depreciation and amortization, and $1.4 million in non-cash lease expense. The change in our operating assets and liabilities was primarily due to a $4.8 million decrease in our accounts payable and accrued expenses and other current liabilities due to the timing of payments and a $2.6 million increase in our prepaid expenses and other current assets primarily due to the timing of payments, and $1.4 million decrease in operating lease liabilities, partially offset by a $0.6 million decrease in accounts receivable primarily related to our contract with Atlas.

Investing Activities

Net cash used in investing activities for the nine months ended September 30, 2026 was $23.5 million and primarily consisted of $104.2 million in purchases of marketable securities and $12.2 million in purchases of property and equipment. These activities were partially offset by $92.3 million in proceeds from maturities of marketable securities.

Net cash used in investing activities for the nine months ended September 30, 2025 was $11.9 million and related to purchases of property and equipment.

Financing Activities

Net cash provided by financing activities for the nine months ended September 30, 2026 was $102.5 million and consisted of $100.0 million in gross proceeds from the issuance of common stock and warrants in connection with a private placement, $7.2 million in proceeds from the exercise of common stock warrants, and $2.0 million in proceeds from the exercise of stock options, partially offset by $5.5 million in payments of offering costs in connection with the private placement and $1.2 million for the repayment of debt obligations.

Net cash provided by financing activities for the nine months ended September 30, 2025 was $211.6 million and consisted of $145.0 million in proceeds from the Series A Preferred Stock, $43.9 million in proceeds from the issuance of second lien loans, $26.2 million in proceeds from the reverse recapitalization, net of transaction costs, $23.7 million in proceeds from the issuance of SAFEs, and $1.2 million from exercise of stock options, partially offset by $16.6 million in payments for deferred offering costs and $11.8 million for the repayment of debt obligations.

Contractual Obligations and Other Commitments

Debt Agreements

2025 Second Lien Credit Facility

As of September 30, 2026, $10.0 million in principal remained outstanding under our Second Lien Loan and Security Agreement, representing a loan previously exchanged from a SAFE with an affiliate of a lender party thereto prior to the Merger. This borrowing bears interest that is capitalized and included in the principal balance due at maturity. Subsequent to September 30, 2026, we entered into an amendment to the Second Lien Loan and Security Agreement to extend the contractual maturity date from October 1, 2026 to June 1, 2027, modify the mandatory prepayment provisions and conversion mechanics, and make conforming changes to align certain provisions with the 2025 Credit Facility.

2025 Credit Facility

As of September 30, 2026, we had outstanding term loans under our venture loan and security agreement (as amended, the “2025 Credit Facility”) in an aggregate principal amount of $30.0 million. Borrowings under the 2025 Credit Facility mature in January 2030 and currently require interest-only payments through July 1, 2028, after which consecutive payments of principal and interest become due.

2022 Equipment Financing

As of September 30, 2026, we had outstanding debt under our secured equipment line (the “2022 Equipment Facility”) in an aggregate principal amount of $0.7 million, substantially all of which is due within one year. The 2022 Equipment Facility matures in March 2028.

See Note 8 to our condensed consolidated financial statements included in Part I, Item 1 of this Quarterly Report for additional information regarding our debt agreements.

Other Commitments

Our other cash requirements as of September 30, 2026 were related to operating leases and certain purchase commitments with our service providers.

Our operating lease arrangements are related to facilities located in Mountain View, California, as well as in Lancaster and Odessa, Texas, under non-cancellable agreements expiring at various dates through 2031. As of September 30, 2026, the total undiscounted future lease payments under our operating leases were $6.3 million, of which $2.7 million are due within one year.

We may enter into purchase commitments with our service providers. As of September 30, 2026, the total purchase commitments under such vendor agreements were $31.6 million, of which $13.6 million are due within one year.

See Note 7 and Note 9 to our condensed consolidated financial statements included in Part I, Item 1 of this Quarterly Report for additional information regarding our leases and other commitments.

Emerging Growth Company Status

We are an "emerging growth company," as defined in Section 2(a) of the Securities Act, as modified by the JOBS Act. As such, we are eligible to take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not "emerging growth companies." These include not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act, reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements and exemptions from the requirements of holding a non-binding advisory vote on executive compensation and shareholder approval of any golden parachute payments not previously approved. If some investors find our securities less attractive as a result, there may be a less active trading market for our securities and the prices of our securities may be more volatile.

In addition, Section 107 of the JOBS Act also provides that an "emerging growth company" can take advantage of the extended transition period provided in Section 7(a)(2)(B) of the Securities Act for complying with new or revised accounting standards. In other words, an "emerging growth company" can delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. We intend to continue to take advantage of the benefits of this extended transition period until we cease to be an emerging growth company.

We expect to remain an emerging growth company until the earlier of (1) the last day of the year (i) following April 4, 2028, which is the fifth anniversary of the effective date of AACT's IPO registration statement, (ii) in which we have total annual gross revenue of at least $1.235 billion, or (iii) in which we are deemed to be a large accelerated filer, which means the market value of our common stock that is held by non-affiliates equals or exceeds $700.0 million as of the prior June 30, or (2) the date on which we have issued more than $1.0 billion in non-convertible debt securities during the prior three-year period. On the last business day of our second quarter in fiscal 2026, the aggregate market value of our common stock held by non-affiliates exceeded $700 million. As a result, as of December 31, 2026, the Company will be considered a large accelerated filer as defined in Rule 12b-2 of the Securities Exchange Act of 1934 and the Company will cease to be an emerging growth company. Accordingly, the Company will no longer be exempt from the auditor attestation requirements under Section 404(b) of the Sarbanes-Oxley Act of 2002, as amended, and the Company's independent registered public accounting firm will evaluate and report on the effectiveness of internal control over financial reporting. Further, following the loss of emerging growth company status, the Company will be required to comply with any new or revised accounting pronouncements as of public company effective dates.

We had elected to use the extended transition period for complying with new or revised accounting standards that have different effective dates for public and private companies until the earlier of the date that we (i) are no longer an emerging growth company or (ii) affirmatively and irrevocably opt out of the extended transition period provided in the JOBS Act. As a result, our financial statements may not be comparable to companies that comply with the new or revised accounting pronouncements as of public company effective dates. The JOBS Act does not preclude an emerging growth company from adopting a new or revised accounting standard earlier than the time that such standard applies to private companies. We expect to continue to use the extended transition period for any other new or revised accounting standards during the period in which we remain an emerging growth company.

Critical Accounting Estimates

There have been no significant changes to our critical accounting estimates as described in our Annual Report on Form 10-K for the year ended December 31, 2025, which was filed with the SEC on March 11, 2026.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

We are exposed to various market and operational risks, including changes in interest rates and inflation, as well as risks related to the availability of funding sources, hazard events, and certain asset exposures.

Interest Rate Risk

Our results of operations are exposed to fluctuations in interest rates and broader macroeconomic conditions. Interest rate risk is influenced by numerous factors, including governmental monetary and fiscal policies, domestic and international economic conditions, and other factors beyond our control. We do not believe that a hypothetical 100-basis-point increase or decrease in interest rates would have a material impact on our business, financial condition, or results of operations.

Inflation Risk

We do not believe that inflation has had a material impact on our business, financial condition, or results of operations, apart from its effects on the general economy. We continue to monitor inflationary trends, including the potential impact of tariffs and related cost pressures. If inflation were to increase our operating costs, we may not be able to fully offset these higher costs through corresponding price adjustments, which could adversely affect our business, financial condition, and results of operations.

Item 4. Controls and Procedures.

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our Chief Executive Officer and Chief 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 Exchange Act) as of the end of the period covered by this Quarterly Report. Our disclosure controls and procedures are designed to ensure that information we are required to disclose in reports that we file or submit under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in SEC rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and our Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure. Management recognizes that any controls and procedures, regardless of how well they were designed and are operating, can provide only reasonable assurance of achieving their objectives and management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Based on the evaluation of our disclosure controls and procedures as of the end of the period covered by this Quarterly Report, our Chief Executive Officer and Chief Financial Officer have concluded that, as of such date, our disclosure controls and procedures were effective.

Changes in Internal Control Over Financial Reporting

We are currently in the process of implementing a new enterprise resource planning ("ERP") system. During the first nine months of fiscal 2026, this implementation impacted certain processes and procedures, resulting in changes to our internal control over financial reporting. We will continue to evaluate and monitor our internal control over financial reporting as processes and procedures in the affected areas evolve as we continue the implementation of our new ERP system.

With the exception of the implementation described above, there were no changes in our internal control over financial reporting identified in connection with the evaluation required by Rule 13a-15(f) or 15d-15(f) of the Exchange Act during the period covered by this Quarterly Report that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Inherent Limitations on Effectiveness of Controls

Our management, including our Chief Executive Officer and Chief Financial Officer, does not expect that our disclosure controls and procedures or our internal controls over financial reporting will prevent all errors and all fraud. A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues, misstatements, errors, and

instances of fraud, if any, within our company have been or will be prevented or detected. The design of any system of controls also is based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions. Over time, controls may become inadequate because of changes in conditions or the degree of compliance with the policies or procedures may deteriorate.

Part II - Other Information

Item 1. Legal Proceedings.

From time to time, we may become subject to or involved in various claims, lawsuits and other legal or other administrative proceedings in the ordinary course of business. We are not currently a party to any such claims, lawsuits or proceedings currently pending, individually or in the aggregate, that are likely to have a material adverse effect on our business. Future litigation may be necessary or warranted to defend ourselves or our partners or to establish or assert our rights. The results of any current or future legal proceedings or litigation cannot be predicted with certainty and regardless of the outcome, legal proceedings or litigation can have an adverse impact on us, including because of defense and settlement costs, diversion of management resources and other factors.

Item 1A. Risk Factors.

Investing in our securities involves a high degree of risk. Before deciding to invest in or to maintain an investment in our securities, you should carefully consider the risks and uncertainties described below, together with all of the other information in this Quarterly Report on Form 10-Q, including the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our condensed consolidated financial statements and related notes thereto included elsewhere in this Quarterly Report. Our business, as well as our reputation, financial condition, results of operations and price of our securities could also be adversely affected by any of these risks and other risks and uncertainties not currently known to us or that we currently do not believe are material. In that event, the market price of our securities could decline, and you could lose part or all of your investment.

Risk Factor Summary

The following summary of risk factors should be carefully considered. These are not the only risks we face. Additional risks that are unknown or currently considered less significant may also affect our business or financial results. If any of these risks occur, our business, financial condition, results of operations, or stock price could be materially and adversely affected. For further details, please see the full discussion of risk factors below.

- AV technology is emerging and rapidly evolving and involves significant risks and uncertainties.
- We have a history of net losses, and may not be able to achieve or maintain profitability in the future.
- Our limited operating history makes it difficult to evaluate our future prospects and the risks and challenges we may encounter.
- Our technology may have limited performance, and technology development and commercialization may take us longer to complete than we currently anticipate.
- Any failure to commercialize our solution at scale may have an adverse effect on our business, financial condition, and results of operations.
- We rely on a limited number of customers for a significant portion of our revenue.
- We depend on our commercial agreements with Atlas.
- AV technology presents the risk of significant injury, including fatalities.
- The Kodiak Driver, our virtual driver system that combines advanced AI-powered software with modular, vehicle-agnostic hardware, may not function as intended due to flaws or errors in our software, hardware, and systems, product defects, or due to human error.
- Any flaws or misuse of AV technology, whether actual or perceived, intended or inadvertent, by us or third parties, may adversely affect our business, financial condition, and results of operations.

- We operate in a highly competitive market, and we may be unable to compete effectively, including against competitors who may have greater resources.
- Our success is contingent on our ability to execute our DaaS business model, including by maintaining, managing, retaining, and expanding our existing customer relationships and obtaining new customers.
- Recent and further changes in the tariff and trade policies of the United States or of other countries could increase manufacturing costs, decrease demand for our solution, disrupt supply chains, or otherwise adversely affect our business and financial condition.
- We depend on the experience and expertise of our senior management team, engineers, and certain other key employees.
- We rely on our third-party suppliers, OEMs, upfitters, service providers and partners, some of which are single or limited-source suppliers or providers of certain key components for, and services used in connection with, the Kodiak Driver.
- We are subject to substantial regulations, including regulations governing motor carriers and autonomous vehicles.
- We may not be able to adequately establish, maintain, protect, and enforce our technology and intellectual property rights or prevent others from unauthorized use of our technology and intellectual property rights.
- We may be subject to intellectual property infringement claims, which, whether meritless or not, may be expensive and time consuming to defend, distract management, require us to pay significant damages and limit our ability to use certain technologies.
- A significant portion of our historical revenue has come from our contracts with the U.S. Department of War ("DoW") and our failure to receive and maintain government contracts or changes in the contracting or fiscal policies of the U.S. Government may adversely affect our business, financial condition, and results of operations.
- We require significant capital to fund our operations and growth.
- Real or perceived inaccuracies in our assumptions and estimates to calculate certain metrics, including our Cumulative Hours of Paid Driverless Operations.
- Our business and financial performance may differ materially from the operational and financial targets that we disclose, and we may not achieve those targets on the timeframe we expect, or at all.
- General business and economic conditions, and risks related to the long-haul trucking, industrial trucking, oil and gas, and defense industries ecosystems, may adversely affect our business, financial condition, and results of operations.
- Sales of substantial amounts of our common stock in the public markets, or the perception that such sales could occur, may cause the market price of our securities to drop significantly, even if our business is doing well.
- There is no guarantee that the Public Warrants will ever be in the money, and they may expire worthless.
- Your Public Warrants may be redeemed prior to their exercise at a time that is disadvantageous to you.

Risks Related to Our Business

AV technology is an emerging and rapidly evolving technology and involves significant risks and uncertainties, any of which could impede or delay our ability to scale.

AV technology operates in environments where safety and precision are critical. There are a number of challenges in bringing a new and innovative technology to the market, including public perception of the technology and its performance and safety, long development cycles, specialized skills and expertise requirements of personnel, inconsistent and evolving regulatory frameworks, the potential for novel legal claims, and a need to build public trust in the real-world operations of an emerging technology. If we are delayed in overcoming, or are not able to overcome, these challenges, our commercial prospects, business, financial condition, and results of operations may be adversely affected, and we may not be able to sustain a viable business.

We may not succeed at commercial scale, or at all. The successful commercialization of the Kodiak Driver at scale involves many challenges and uncertainties, including:

- achieving acceptably safe autonomous performance as determined by us, our customers, government and regulatory agencies, our partners and the general public;
- continued development of the Kodiak Driver, including system design, product features, vehicle integrations and operating domain and geographical expansion, based on the needs of our customers;
- successfully completing system testing, validation, and to the extent required, safety approvals, including with respect to government and regulatory agencies and customer- or partner-specific requirements;
- maintaining relationships with third parties, including OEMs, third-party suppliers of the component parts of the Kodiak Driver, upfitters, large language model providers, and other technology providers that support our product development and service providers and other third parties who support our commercialization strategy;
- preserving our core intellectual property rights and obtaining rights from third parties for intellectual property that may be critical to our current and future research and development activities;
- continuing to fund and maintain our technology development activities while scaling our commercial operations; and
- obtaining or maintaining approvals, licenses, or certifications from regulatory agencies, if required.

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

We have a history of net losses and may not be able to achieve or maintain profitability in the future. During the years ended December 31, 2025 and 2024, we incurred net losses of $585.5 million and $69.5 million, respectively. We intend to continue making investments in our business, particularly with respect to scaling driverless commercial operations of the Kodiak Driver, which may take longer than we currently expect or may never occur. We expect such investments will include continued investments in sales and marketing, development of new product features, infrastructure, adoption of AI tools, expansion of our operations, and general and administrative functions, including legal, regulatory, compliance, security, and accounting expenses related to our business. These investments may not result in increased revenue or growth in our business and may contribute to future losses. We have incurred, and expect to incur in the future, losses for a number of reasons, including further investments in scaling our commercial operations, unexpected expenditures or costs, and the other risks described in this "*Risk Factors*" section. If we are unable to successfully address these risks as we encounter them, our business, financial condition, and results of operations may be adversely affected.

Our limited operating history makes it difficult to evaluate our future prospects and the risks and challenges we may encounter.

Legacy Kodiak was founded in 2018, and since then we have been focused on developing driverless technology. We began driverless commercial operations in December 2024. Our limited operating history makes it difficult to evaluate our future prospects and the risks and challenges we may encounter. Risks and challenges we have faced or expect to face include our ability to:

- design, develop, test, and validate the Kodiak Driver for the variety of commercial applications and environments in which we plan to deploy, such as on-highway and off-highway operations, industrial applications, and defense applications and across a variety of vehicle types;
- produce and deliver our technology at an acceptable level of safety and performance;
- properly price our solution;
- plan for and manage our costs;
- hire, integrate, and retain talented people;
- forecast our revenue as well as budget for and manage our expenses;
- attract new partners and customers and retain and expand our deployment with existing partners and customers;
- navigate an evolving and complex regulatory environment;
- manage our supply chain and supplier relationships, including any tariff-related impacts on our supply chain;

- anticipate and respond to macroeconomic changes and changes in the markets in which we operate;
- maintain and enhance the value of our reputation and brand;
- effectively manage our growth and business operations, including the impacts of unforeseen market changes on our business;
- develop and protect intellectual property; and
- successfully develop new features, applications, and services to enhance the experience of our customers.

If we fail to address the risks and difficulties that we face, including those associated with the challenges listed above, as well as those described elsewhere in this section titled "Risk Factors," our business, financial condition and results of operations may be adversely affected. Further, because we have limited historical financial data and operate in a rapidly evolving market, any predictions about our future revenue and expenses may not be as accurate as they may be if we had a longer operating history or operated in a more predictable market. We have encountered in the past, and will encounter in the future, risks and uncertainties frequently experienced by growing companies with limited operating histories in rapidly changing industries. We use assumptions regarding these risks and uncertainties to plan and operate our business. If our assumptions are incorrect or change, or if we do not address these risks successfully, our results of operations may differ materially from our expectations and our business, financial condition, and results of operations may be adversely affected.

Our technology may have limited performance, and technology development and commercialization may take us longer to complete than we currently anticipate.

Commercial operation of driverless technology requires that we meet very high reliability standards for safety, performance and uptime. We may be unable to release new features or customize products that meet our intended commercial use cases or customer requirements in a timely manner or at all, and therefore experience more limited monetization of our technology. We believe the Kodiak Driver can operate in a wide range of environments, including a variety of road conditions, speeds, weather and traffic patterns, as well as different truck types and truck loads. However, if the Kodiak Driver, or its hardware or software fails to perform at scale in such environments, or if our technology development takes longer than currently projected, our commercial competitiveness, prospects, business, financial condition and results of operations may be adversely affected.

Further, technological development or commercialization at scale has taken longer than initially anticipated in the AV industry. While we have successfully launched commercial operations with the Kodiak Driver in an off-highway setting, it may take us more time than anticipated to expand and complete our safety case for driverless operations for on-highway scenarios, to launch driverless trucks for long-haul highway operations, to scale across our areas of operations, or to establish and grow our existing or future customer or partner relationships. Our future business depends in large part on our ability to continue to develop and successfully commercialize the Kodiak Driver. Our ability to develop, deliver, and commercialize the Kodiak Driver at scale to support or perform autonomous and driverless operations on a variety of vehicle types and in a variety of conditions is still largely unproven. Any failure to meet our technological and commercialization objectives may adversely affect our business, financial condition, and results of operations.

The Kodiak Driver may not be accepted and adopted by the market, the public, regulators or other stakeholders at the pace we expect or at all.

AV technology is still nascent and is neither generally understood nor universally accepted. We are at risk of adverse publicity which may result in decreased customer demand for, public acceptance of, or increased regulatory concerns regarding our technology. If we cannot gain sufficient trust in our technology, we will be unable to commercialize to scale as intended. For example, we may experience adverse publicity or media reports that argue autonomous technology is replacing human jobs or disrupting the economy. Labor unions may also raise concerns about autonomous truck safety, displacing drivers or otherwise negatively affecting employment opportunities for their members. This has in the past resulted in, and could in the future result in, negative publicity, lobbying efforts to U.S. local, state, and federal authorities, or equivalent authorities in the foreign jurisdictions in which we seek to do business, to implement legislation or regulations that make it more difficult to operate our business or boycotts of us or our users. Such negative publicity, media attention, or the activities of labor or other interest groups may cause current and future partners or customers to limit or terminate their business with us, which may significantly impact our ability to grow our business.

As the market for autonomous vehicles develops, the differences in the approaches of Kodiak and others may become more widely known to suppliers, insurers, regulators, and others. Until these distinctions are known and

appreciated, the actions of a single market participant may be imputed to the autonomous industry as a whole. As such, as a result of any negative action or inaction by a third party, it is possible that suppliers, insurers, regulators, and others may refuse or cease to interact with or conduct business with the autonomous vehicle industry as a whole, including Kodiak.

If the market does not accept and adopt our services and technology at the pace we expect or at all, it may adversely affect our business, financial condition, and results of operations.

Any failure to commercialize our solution at scale may have an adverse effect on our business, financial condition, and results of operations.

We are a relatively new enterprise that is just beginning to commercially scale our business. For instance, in December 2024, we announced the delivery of our first Kodiak Driver-powered, customer-owned driverless trucks to Atlas. Following successful real-world operations and achievement of certain milestones, in March 2025, Atlas committed to deploying the Kodiak Driver on 100 Atlas-owned trucks, subject to the terms of a Master Services Agreement between us and Atlas, effective as of July 17, 2024 (as amended and restated, the "Atlas MSA"). Relationships with Atlas and other current customers are important to our existing operations. We also need to both successfully scale driverless operations with Atlas and other customers and attract new customers to commercially scale our business. As part of our scaling efforts, we may encounter considerable challenges in entering new markets and undertaking sales and marketing activities, many of which are beyond our control. The likelihood of our success must be considered in light of these potential risks, expenses, complications, delays, and the competitive environment in which we operate. Consequently, there is substantial uncertainty that our business model will prove successful and sustainable. We may not be able to generate significant revenue or achieve profitability. In addition, any failure to commercialize our solutions within our projected timelines may adversely affect our business, financial condition and results of operations. Any investment in us is therefore highly speculative and may result in the loss of your entire investment.

We rely on a limited number of customers for a significant portion of our revenue. The loss of, or a reduction in our commercial relationship with, any of those customers may adversely affect our business, financial condition, and results of operations.

A significant portion of our revenue has been generated from a limited number of customers, and we expect this concentration to continue in the near term. For example, for the years ended December 31, 2025, and 2024, we recognized revenue from the U.S. Army of $1.0 million and $13.3 million, respectively, representing 26% and 89% of our total revenue in those periods. While we do not currently have an effective contract with the U.S. Army, we have historically derived a significant portion of our defense revenue from contracts pursuant to programs funded by governmental agencies, such as the DoW and the U.S. Army. Government contracts, and associated revenue, particularly those with the DoW and its service branches, can be episodic in nature and difficult to predict from period to period. Further, a prolonged federal government shutdown may negatively impact the funding of, or eliminate, such programs or other programs we may otherwise be able to apply for or participate in, and shutdown and funding related delays in the contracting process may result in our incurring substantial labor or other costs without reimbursement, all of which may adversely affect our business, financial condition, and results of operations.

In 2024, we partnered with Atlas and deployed our first Kodiak Driver-powered, customer-owned trucks. In March 2025 upon the achievement of certain milestones, Atlas committed to deploying the Kodiak Driver on 100 Atlas-owned trucks, subject to the terms of the Atlas MSA. Until we have scaled our commercial operations in on-highway operations and other applications of the Kodiak Driver, we expect our contract with Atlas to account for a growing portion of our revenue as we continue to deploy additional trucks to Atlas. For example, for the three and nine months ended September 30, 2026, we recognized revenue from Atlas of $2.1 million and $5.5 million, which represented 70% and 67% of our total revenue, respectively.

As we continue to scale our commercial business, the composition of our significant customers may vary. We believe our business, financial condition, and results of operations for the foreseeable future will continue to depend on the deployment of the Kodiak Driver by a relatively limited number of customers into their fleets.

Consequently, our financial results may fluctuate significantly from period to period based on the actions of one or more significant customers. A customer may decide not to license the Kodiak Driver or take other actions that affect us for reasons that we cannot anticipate or control. Those reasons could relate to the customer's financial condition, changes in the customer's business strategy or operations, changes in technology, the introduction of alternative competing products, or the perceived quality or cost-effectiveness of the Kodiak Driver. Our customers may not perform as well as their

competitors, which may cause them to delay or reduce the amount of business they do with us, which may in turn impact our business, financial condition and results of operations.

Customers' individual or aggregate needs may decline due to a number of factors, including supply chain challenges and macroeconomic conditions. Our agreements with customers may be cancelled, including for reasons outside of our control. In addition, our customers may seek to renegotiate the terms of agreements or renewals, or choose not to renew or expand their licenses of the Kodiak Driver. The loss of or a reduction in sales or anticipated sales to any customer or our inability to attract new significant customers and partners may adversely affect our business, financial condition, and results of operations.

We depend heavily on our commercial agreements with Atlas. If we are not able to maintain and expand our relationship with Atlas, our business, financial condition and results of operations may be adversely affected.

We are party to the Atlas MSA, pursuant to which we license to Atlas, through its logistics subsidiary, Fountainhead Logistics, LLC, the Kodiak Driver and provide related services, on Atlas-owned trucks. Under the Atlas MSA, Atlas subscribes to the Kodiak Driver, paying an annual fee per vehicle. A four-year term commences under the Atlas MSA on the date the vehicle upfitted with the Kodiak Driver is delivered to and accepted by Atlas. The Atlas MSA remains in effect so long as there are active licenses of the Kodiak Driver thereunder.

As of September 30, 2026, Atlas is our sole customer with driverless vehicles integrated into their fleet. Until we have scaled our business, we expect the Atlas MSA to account for a significant and growing portion of our revenue. Although we anticipate that the Atlas MSA will generate revenue for us through the initial order of 100 Kodiak Driver-powered, Atlas-owned trucks and beyond, we may fail to satisfy our obligations under the Atlas MSA, Atlas may elect not to enter into additional orders for the Kodiak Driver, and we may not otherwise realize the anticipated benefits at the time or to the degree we anticipate, or at all. The loss of all or a portion of the revenue attributable to the Atlas MSA may adversely affect our business, financial condition and results of operations. Further, while Atlas is contractually obligated to deploy the Kodiak Driver on 100 Atlas-owned trucks at an agreed-upon schedule which may be adjusted by the mutual agreement of Kodiak and Atlas, Atlas is not required to license the Kodiak Driver in any additional trucks beyond this figure. Atlas may also license the Kodiak Driver slower than anticipated or seek a delay or defer delivery of Kodiak Driver-powered trucks, which may be exacerbated by the volatility and swings in productivity that have historically affected oil and gas industry participants. For example, in the third quarter of 2026 Atlas began deploying the Kodiak Driver on a new truck platform. As a result of this platform transition and associated procurement timelines, we extended the deployment schedule for Atlas's initial 100-truck commitment into the first half of 2027. We may experience unexpected delays in connection with this platform transition in the event that our suppliers, OEMs, or other partners experience supply chain disruptions, capacity constraints, or are otherwise not able to meet agreed upon timelines. Our collaboration with third parties to provide vehicle integration services is subject to risks that are outside of our control.

Atlas has certain contractual rights in the MSA that could prevent, in limited circumstances, the Kodiak Driver being licensed to its competitors both performing transportation services and geographic locations where Atlas operates. Furthermore, both we and Atlas have the ability to terminate the Atlas MSA under certain circumstances. If Atlas terminates the Atlas MSA or does not elect to license more than 100 Kodiak Drivers, our business, financial condition, results of operations, and prospects may be adversely affected.

AV technology presents the risk of significant injury, including fatalities. Any incidents with our technologies could cause us to be subject to product liability claims that may result in significant direct or indirect costs and could adversely affect our brand image in our target markets, all of which may adversely affect our business, financial condition and results of operations.

AV technology presents the risk of significant injury, including fatalities. We may be subject to claims if our technology is involved in a crash and people are injured or allege to be injured or our technology causes or is alleged to have caused property damage. The occurrence of any errors or defects in our products may make us liable for damages and legal claims. In addition, we may incur significant costs to correct such issues, potentially including product recalls. Any negative publicity related to the perceived quality of our technology may affect our brand image, customer demand, and regulator and public trust. Also, liability claims may result in litigation, including class actions, the occurrence of which may be costly, lengthy and distracting and may adversely affect our business, financial condition and results of operations.

Any product recall or material incident in the future may result in adverse publicity, damage our brand and reputation and may adversely affect our business, financial condition and results of operations. In the future, we may voluntarily or involuntarily initiate a recall if any vehicles powered by our AV technology prove to be defective or non-compliant with

applicable FMVSSs. Such recalls involve significant expense and diversion of management attention and other resources, which may adversely affect our brand image in our target markets, as well as our business, financial condition, and results of operations.

Once we scale our commercial operations, we may be required to obtain specialized insurance, which may not be available to the capacity or on the terms that we require to achieve the economics we expect. Further, any insurance that we carry may not be sufficient or it may not apply to all situations. Similarly, our customers and partners may be subjected to claims as a result of such accidents and bring legal claims against us. Any of these events may adversely affect our brand, relationships with customers and partners, business, financial condition, and results of operations.

The Kodiak Driver may not function as intended due to flaws or errors in our software, hardware, and systems, product defects, or due to human error, which may adversely affect our business.

Our AV technology is highly technical and complex and may contain undetected flaws, errors or vulnerabilities that may adversely affect our business, particularly to the extent such flaws, errors or vulnerabilities are not detected and remedied quickly. Certain errors or defects in our solutions may only be discovered after they have been tested, commercialized, and deployed. We have from time to time found defects and errors in our software and hardware, internal systems, manual processes, and technical integrations with third-party systems, including as a result of updates to our software, hardware and systems. Additionally, new errors or vulnerabilities may be introduced in the future. In connection with any such defects or errors, we may also face government inquiries or investigations, recalls and litigation, including with respect to personal injury or property damage. As a result of such defects or errors, we may incur additional costs or expenses to remediate the issues. We rely on component and product suppliers to manufacture components incorporated into the Kodiak Driver. As a result, our control over production and distribution is limited, and it is uncertain what effect such diminished control may have on the quality of our products. If there are defects in the manufacture of our hardware components, we may face similar negative publicity, investigations, and litigation, and we may not be fully compensated by our suppliers for any financial or other liability that we suffer as a result. As our business grows in size and complexity, these risks may increase.

We may also provide incremental releases of software updates and functional enhancements for our solutions, which increase the possibility of errors. The solutions we provide are designed to process complex environments and control complex components, all with high data loads and fast processing speeds. Any errors, data leaks, security breaches or incidents, disruptions in services, or other performance problems with our solutions caused by external or internal actors may hurt our reputation and damage our and our customers' businesses. Such incidents may disrupt the proper functioning of our solutions, cause errors, result in loss or unavailability of, unauthorized access to, or disclosure of, proprietary, confidential or otherwise sensitive data of us or our customers, or other destructive outcomes. Moreover, errors in our hardware or software design or manufacture may cause product safety issues. Any of the foregoing issues may lead to product recalls, result in costly and time-consuming efforts to redesign and redistribute our products, give rise to regulatory inquiries and investigations, and result in reimbursement obligations, lawsuits and other liabilities and losses, any of which may adversely affect our business, financial condition and results of operations.

Any flaws or misuse of AV technology, whether actual or perceived, intended or inadvertent, by us or third parties, may adversely affect our business, financial condition and results of operations.

AV technology is in the early stages of development and will continue to evolve. Similar to many innovations, AV technology presents risks and challenges. Some of those risks and challenges include potential misuse by third parties which negatively impact public confidence, violate applicable laws and regulations, or undermine safety. Such misuse may affect customer perception, public opinion, and the views of policymakers and regulators and result in decreased adoption of autonomous technology. While we have adopted a series of measures to prevent misuse of our technologies, we cannot assure you that any of our existing and future measures will be sufficient, effective, or that our technologies will not be misused or applied in a way that is inconsistent with our intention or public expectations.

Furthermore, any inappropriate or abusive usage of AV technology, whether actual or perceived, intended or inadvertent, and whether by us or by third parties, or flaws or deficiencies in AV technology, actual or perceived, in our solution or those of our competitors, may impair the general acceptance of autonomous technology by society, attract negative publicity and adversely affect our reputation, or violate applicable laws and regulations. Any such misuse could subject us to legal or administrative proceedings, pressures from stockholders and/or labor organizations, and other public interest groups or heightened scrutiny by regulators. Each of the foregoing events may adversely affect our business, financial condition, and results of operations.

Unauthorized control or manipulation of systems in autonomous vehicles may cause them to operate improperly or not at all, or compromise their safety and cybersecurity, which may result in loss of confidence in us and our solutions and adversely affect our business, financial condition, and results of operations.

There have been reports of vehicles being "hacked" to grant access to and operation of the vehicles to unauthorized persons. Kodiak Driver-powered autonomous vehicles contain complex information technology networks and systems and are designed with built-in data connectivity. We have implemented, and continue to implement, measures intended to prevent unauthorized access to the information technology networks and systems installed in such vehicles. However, hackers or unauthorized third parties may attempt to gain unauthorized access to modify, alter, or use such networks and systems to gain control of, or to change, such vehicles' functionality and performance characteristics, or access our Operations Center or Assisted Autonomy systems, or access data stored in or generated by us or our solutions. As techniques used to obtain unauthorized access to or sabotage systems change frequently and may not be known until launched against us or our third- party service providers, there can be no assurance that we will be able to anticipate, or implement adequate measures to protect against, these attacks. Any such incidents may result in unexpected control of or changes to the vehicles' functionality and safe operation and may result in legal claims or proceedings against us and negative publicity, which may adversely affect our brand and reputation, business, financial condition and results of operations.

We have provided, and may in the future provide, certain progress and performance metrics, including the Autonomy Readiness Measure. These metrics are subject to inherent challenges in measurement; real or perceived inaccuracies in such metrics and metric values that are below expectations could materially and adversely affect our business, prospects, financial condition and results of operations.

We have provided, and may in the future provide, a measure of our progress toward the long-haul launch of the Kodiak Driver (the "Autonomy Readiness Measure" or "ARM"). The ARM is the weighted function of completeness of our safety case, which is an internally-derived, claims-based approach that provides a generalized structured argument to addressing safety items implicated by developing and operating self-driving technology on public roads. There are inherent challenges in calculating the ARM, including the fact that management judgment is used, including when applying weighting to individual pieces of evidence that support the claims that we are making in our safety case based on, among other things, complexity, effort required to complete, scope of the Company's commercial launch route, as well as when evaluating the percentage complete of a particular piece of evidence. If individual pieces of evidence supporting the claims of our safety case turn out to be more complex, more challenging to complete, insufficiently comprehensive or conclusive, or more time or capital intensive than we originally anticipated, adjustments will be required to be made to our calculations of the ARM. If our ARM is not an accurate representation of our progress toward long-haul launch, or investors perceive this measure not to be accurate, or we discover material inaccuracies in the safety case or our calculations of the ARM, our reputation may be significantly harmed, the timing of the long-haul launch of the Kodiak Driver could be delayed, and our stock price could decline, any of which could materially and adversely affect our business, prospects, financial condition and results of operations.

In addition, our internal systems and tools have a number of limitations, and our methodologies for tracking the ARM may change over time, which could result in unanticipated changes to the metrics or estimates that we publicly disclose. If the internal systems and tools we use to track these metrics are not an accurate indicator of our performance or contain other technical errors, the data we report may not be accurate. While these numbers are based on what we believe to be reasonable estimates of our metrics for the applicable period of measurement, there are inherent challenges in measuring our progress toward our long-haul launch.

Our brand and reputation may be harmed by negative publicity or safety and other concerns regarding the Kodiak Driver and our company. Failure to maintain, protect and enhance our brand may limit our ability to expand or retain our customer base, which may adversely affect our business, financial condition and results of operations.

We must maintain and enhance our brand identity and reputation and increase market awareness of the Kodiak Driver and our company. The successful promotion of our brand will depend on our efforts to achieve widespread acceptance of our technology and solutions, as well as attract and retain customers. We also need to maintain our current market leadership and successfully differentiate our technology and solutions from our competitors. These efforts require substantial expenditures and management attention. We anticipate that those expenditures will increase as our market becomes more competitive, and as we expand our operations. These investments in brand promotion and thought leadership may not yield increased revenue in amounts that offset the increased expenses we incur, or at all, and may require investment of substantial management time. Our brand value and reputation also depend on our ability to provide safe, secure and trustworthy solutions, address customer needs, and protect and use our customers' and partners' data in a manner that meets their expectations. Any safety or security incidents or the reporting or perception that they have occurred

could result in legal claims or proceedings, regulatory inquiries, investigations and other proceedings, or negative publicity, any of which could harm our reputation or our brand. Damage to our reputation and loss of brand equity may reduce demand for our solutions, cause us to lose customers, and require additional resources to rebuild our reputation and restore the value of our brand, which may adversely affect our business, financial condition and results of operations.

From time to time, we may receive negative publicity, including negative comments on social media platforms or through traditional media about our company, our business, our directors and management, our brand, our technology and solutions, our workforce impacts, our suppliers, our customers or other business partners. This negative publicity may be the result of malicious harassment or unfair competition acts by third parties. We could become subject to government or regulatory investigation as a result of such third-party conduct. We might also be required to spend significant time and incur substantial costs to defend ourselves against such third-party conduct. We may be unable to refute the claims within a reasonable period of time, or at all. Any such negative publicity could negatively impact our brand and reputation, and may adversely affect our business, financial condition and results of operations.

We operate in a highly competitive market and some market participants have substantially greater resources. If we are unable to compete effectively, our business, financial condition and results of operations may be adversely affected.

The markets in which we operate are highly competitive and are characterized by rapid technological change. Our future success will depend on our ability to scale our commercial operations and adoption of our solutions in a timely manner to stay ahead of existing and new competitors. Several companies, including Aurora Innovation, Nuro, Tesla, Waabi, Waymo, and Zoox, are investing heavily in building AV technology. These companies compete with us directly and indirectly by offering AV technology for the same or similar use cases. If our competitors, including those mentioned above, develop superior technology, or are perceived to have better technology, they may capture market opportunities and establish relationships with customers and partners that might otherwise have been available to us. Further, certain of our competitors have greater financial, marketing, R&D, and other resources than we do, and in certain circumstances are supported by large multinational corporations. In the event that one or more of these competitors broadly commercializes their technology before or more successfully than we do, our business, financial condition and results of operations may be adversely affected.

We may experience difficulties in managing our growth and expanding our operations.

We expect to experience significant growth in the scope and nature of our operations and commercial deployments. Our ability to manage our operations and future growth will require us to continue to improve our operational, financial and management controls, compliance programs, and business processes. For example, we continue to implement certain new business information systems, including implementing a new ERP system to enhance and standardize our processes, as well as improve oversight. Any disruptions due to this implementation may impact our ability to process vendor payments, report financial results, maintain effective internal controls, or operate our business effectively. We are currently in the process of strengthening our compliance programs, including in relation to cybersecurity, privacy and anti-corruption. We may also need to reduce our reliance on manual operations in the areas of billing and reporting and make certain other improvements to support our complex arrangements and the rules governing revenue and expense recognition for our future operations. We may not be able to implement improvements in an efficient or timely manner. We may also discover deficiencies in existing controls, programs, systems and procedures, which may have an adverse effect on our business, financial condition and results of operations as well as the accuracy of our reporting.

Our success is contingent on our ability to successfully execute our DaaS business model, including by maintaining, managing, executing, retaining, and expanding our existing customer relationships and obtaining new customers.

Our DaaS business model, which we launched in December 2024 in connection with our partnership with Atlas, and our AV technology is integrated into customer vehicles. Any failure to successfully maintain, manage, execute, retain, and expand these existing customer relationships and obtain new customers operating under our DaaS model may adversely affect our business, financial condition, and results of operations.

In addition, customers may be less likely to adopt our solution if they are not convinced that our business will succeed or that our operations and technology will continue in the long term. Similarly, suppliers and other third parties will be less likely to invest time and resources in developing business relationships with us if they are not convinced that our business will succeed. Accordingly, in order to build and maintain our business, we must maintain confidence among partners, customers, suppliers, and other parties in our solution, long-term financial viability and business prospects. Maintaining such confidence may be particularly complicated by certain factors including those that are largely outside of

our control. Such factors include our limited operating history, lack of customer familiarity with our technology, any delays in scaling deployments, delivery and service operations to meet demand, competition and uncertainty regarding the future of AVs compared with market expectations.

For our DaaS business model to be successful, we will need to enter into additional long-term contracts and commercial arrangements on acceptable terms with new and existing customers. In the event we are not able to enter into such contracts, we may not be able to implement our DaaS business model in the timeframe anticipated, or at all. This could have an adverse effect on our business, financial condition, and results of operations.

Our inability to plan and manage our costs may adversely affect our business, financial condition, and results of operations.

As we grow, we expect our expenses to increase. In order to become a profitable business, we must continuously push initiatives to optimize supporting cost components such as autonomous and truck systems maintenance, cloud storage, telecommunications and satellite data feeds, facilities, operations and personnel costs. In addition, we must manage hardware costs by engineering cost-effective designs for our platform components, achieve adequate scale, manage tariffs, and finalize hardware specifications while enabling continued software improvements. Planning for and managing costs will require significant coordination with our suppliers, partners, and customers. We may not adequately plan for or achieve adequate cost management as expected or at all, which may adversely affect our business, financial condition and results of operations.

Recent and further changes in the tariff and trade policies of the United States or of other countries could increase manufacturing costs, decrease demand for our solution, disrupt supply chains, or otherwise adversely affect our business and financial condition.

There is currently significant uncertainty about the future relationship between the United States and its trading partners with respect to trade policies, tariffs, and similar policies affecting cross-border operations. The U.S. Government has made and continues to make significant additional changes in U.S. trade policy, specifically tariffs, and may continue to take future actions that could negatively impact our business, including escalating tariffs on the import of goods from most U.S. trading partners. For example, between February 2025 and February 2026, the United States imposed additional 10-35% fentanyl-related tariffs on certain goods from China, Canada, and Mexico with exceptions for items qualifying for duty-free treatment under the U.S.-Mexico-Canada Agreement ("USMCA"), and additional reciprocal tariffs on China (currently 10%). Between April 2025 and February 2026, the U.S. Government also imposed additional reciprocal tariffs of between 10%-125% on imports from most U.S. trading partners, with certain products exempt from these reciprocal tariff measures. These additional U.S. tariffs were implemented under authorities asserted in the International Emergency Economic Powers Act ("IEEPA") and rescinded on February 24, 2026, following a Supreme Court decision invalidating the use of IEEPA to authorize these tariffs. The availability, timing, and amount of any related refunds associated with payments of these duties remain uncertain and subject to further legal, regulatory, and administrative action, though the U.S. government began rolling out a system on April 20, 2026 to begin processing refund requests for certain affected entries. Between February 24, 2026 and July 24, 2026, the U.S. government also implemented a global "temporary import surcharge" of 10% on many of the same products affected by the prior reciprocal tariffs, under authorities provided for in Section 122 of the Trade Act of 1974. Upon expiration of the Section 122 temporary import surcharge on July 24, 2026, the U.S. government implemented tariffs of up to 10% or 12.5% on imported commodities from 60 U.S. trading partners, with certain items excepted, under authorities provided under Section 301 of the Trade Act of 1974, following a determination by the U.S. Trade Representative that these trading partners have insufficiently implemented or enforced forced labor laws. The United States also recently announced an intent to impose 50% tariffs on certain products of Canada effective August 19, 2026, under authorities provided in Section 338 of the Tariff Act of 1930. The U.S. Government has also implemented Section 232 tariffs on various items based on a finding that certain imports threaten to impair U.S. national security, including but not limited to certain articles of steel and aluminum; passenger vehicles, trucks, and automotive components; and articles of copper. The U.S. Government has also imposed, increased, or maintained additional Section 301 tariffs of 7.5%-100% on certain commodities from China. The scope of these tariffs and exclusions is subject to change. Additional trade-related investigations by the U.S. government are in progress and could result in the imposition of additional tariffs, including under Sections 232, 301, 122, and 338.

The recent changes in tariff and trade policy underscore the uncertainty regarding the future relationships between the United States and its trading partners. In response to these and other U.S. trade measures, China, Canada, and other affected countries have taken or threatened to take retaliatory actions to respond. Such actions include the imposition of retaliatory tariffs on imports of products of U.S. origin, the imposition of export controls on a wide array of products (including rare earth metals and other critical minerals), as well as other actions. The adoption of retaliatory actions by targeted countries has prompted and could prompt the United States to further increase its tariff measures, and continued

escalation of tariffs and trade measures could result in the outbreak of a trade war. The trade and tariff policies of the United States and other countries are currently fluid and subject to further changes.

These and future changes to trade policy and tariffs could negatively impact our business. While we plan to obtain components from multiple sources whenever available and desirable, some of the components used in our hardware and technology are currently purchased from a single or limited number of suppliers. These single or limited source suppliers are located in China, the European Union and Mexico. Thus, while we will make efforts to mitigate the impacts of escalated tariffs on our supply chain, we may be unsuccessful in fully mitigating these effects, or unable to do so at reasonable cost. Recent increases in the tariffs imposed by the United States or other countries may: (i) have an uncertain effect on the manufacture of our products, including affecting the availability of our products, or of materials used in our products; (ii) affect the prices at which our products, or materials used in our products, may be obtained; (iii) result in customers delaying orders pending additional certainty in the tariff landscape; and (iv) have other effects. Should the trade relationships between the United States and its trading partners remain strained or worsen, our business, liquidity, financial condition, and results of operations may therefore be materially and adversely affected.

We depend on the experience and expertise of our senior management team, engineers, and certain other key employees. The loss of any executive officer or key employee, or the inability to identify, recruit and retain qualified employees in a timely manner, may adversely affect our business, financial condition and results of operations.

Our success depends largely upon the continued services of our executive officers, engineers, and certain other key employees. We rely on our executive officers, engineers, and key employees in the areas of business strategy, research and development, marketing, communications, sales, services, supply chain management, and general and administrative functions. We compete for talent with other companies, including companies that are larger and have greater resources than we do. Competition for talent in the AV and AI industries, especially in the San Francisco Bay Area, is intense and often leads to increased compensation and other personnel costs. In addition, our compensation arrangements, such as our equity award programs, may not always be successful in attracting new employees and retaining and motivating our existing employees. Our continued ability to compete effectively depends on our ability to attract substantial numbers of qualified new employees and to retain and motivate our existing employees. Also, to the extent we hire employees from competitors or other companies, we may be subject to allegations that they have been improperly solicited or divulged proprietary or other confidential information of their former employers. Any material departures of our executive management team, engineers, or key employees, may individually or in the aggregate, adversely affect our business, financial condition, and results of operations.

Furthermore, changes to our board of directors and senior management, and unfavorable publicity regarding succession planning may adversely affect our ability to attract and retain qualified personnel. We do not maintain meaningful key-person insurance for any member of our senior management team or any other key employee.

We do not have employment agreements with our executive officers or other key personnel that require them to continue to work for us for any specified period. Accordingly, our executive officers and other key personnel may terminate their employment with us at any time. The loss of one or more of our executive officers, engineers, or key employees may adversely affect our business, financial condition, and results of operations.

We rely on our third-party suppliers, OEMs, upfitters, service providers and partners, some of which are single or limited-source suppliers or providers of certain key components for, and services used in connection with, the Kodiak Driver, and are thus susceptible to supply shortages, long lead times for components, supply changes, and limitations or constraints on service provider support availability or capacity.

We rely on third-party suppliers, OEMs, upfitters, service providers and partners to design, develop, industrialize, manufacture, and supply components for the Kodiak Driver. While we plan to obtain components from multiple sources whenever available and desirable, some of the components used in our hardware and technology are currently purchased from a single or limited number of suppliers. Further, our agreement with Bosch provides for certain exclusivity rights should components reach certain quality, pricing, volume and other levels. We refer to these suppliers as our single or limited source suppliers. Some of the components we obtain from single or limited source suppliers are manufactured in China, and the pricing of these components has been and may continue to be significantly affected by tariffs.

Components from single or limited source suppliers are susceptible to supply shortages, long lead times, and changes in trade policies and other supply changes, any of which may disrupt our supply chain and may delay the scaling of our commercial operations. If we change suppliers for any components, significant delays may occur, including initial delays

for software and hardware integration, engineering, and validation. Changing suppliers may also create a delay or shortage in supply and changes to manufacturing processes. These delays may adversely affect our business, financial condition, results of operations and delay the scaling of our product.

We currently rely on partners, such as Roush, for vehicle integration, or upfitting, of the Kodiak Driver and for remote monitoring and remote assistance services. Collaboration with third parties to provide these services is subject to risks that are outside of our control. As we scale our operations, we expect to increase our reliance on these third parties.

We have in the past, and may in the future, experience delays in development and production when and if our suppliers do not meet agreed upon timelines or experience capacity constraints. There is also a risk of potential disputes with suppliers, OEMs, and partners which may stop or slow our ability to integrate the Kodiak Driver in customer fleets. If OEMs, suppliers or other partners determine that they will not support AV deployments or limit how AV technology can be deployed, including ODD expansion, using their components, or if we are unable to work collaboratively with such partners to integrate the Kodiak Driver with commonly used commercial trucks, our business, financial condition and results of operations may be adversely affected. In addition, we cannot guarantee that our suppliers, OEMs, or upfitting partners will not deviate from agreed-upon quality standards, which could result in delays or, if undetected by us, quality issues that may adversely affect our brand and reputation, business, prospects and results of operations.

We may be unable to enter into agreements with suppliers, OEMs, or upfitting partners on terms and conditions acceptable to us. As a result, we may need to contract with other third parties or significantly add to our own production capacity. While we believe that we could establish alternate supply or service partner relationships, we may be unable to do so in the short term, or at all, at prices or quality levels and/or on terms that are favorable to us. Accordingly, we may experience significant delays while re-engineering our system to accept replacement parts. We may not be able to engage other third parties or establish or expand our own production capacity to meet our needs on acceptable terms, or at all. The expense and time required to adequately complete any transition may be greater than anticipated. Any of the foregoing may adversely affect our business, financial condition, and results of operations.

We are subject to cybersecurity risks related to our operational systems, security systems, infrastructure, integrated software and partners' and customers' data processed by us or third-party vendors. Any material failure, security breach or other cyber incidents may prevent us from effectively operating our business, and could result in investigations, litigation, or penalties, any of which may adversely affect our business, financial condition, and results of operations.

We are at risk for breaches or other cyber incidents of operational systems, including business, financial, accounting, product development, data processing or production processes, owned by us or our third-party vendors or suppliers; facility security systems, owned by us, our customers, or our third-party vendors or suppliers; in-product technology owned by us or our third-party vendors or suppliers; our integrated software or artificial intelligence; and partner, customer, or driver data that we process or our third-party vendors or suppliers process on our behalf. Any such cyber incident may materially disrupt operational systems; result in loss of intellectual property, trade secrets or other proprietary or competitively sensitive information; compromise certain information of partners, customers, employees, suppliers, drivers or others; jeopardize the security of our facilities; or affect the performance of the Kodiak Driver. A cyber incident may be caused by disasters, insiders, through inadvertence or with malicious intent, or malicious third parties using sophisticated, targeted methods to circumvent firewalls, encryption and other security defenses, including hacking, fraud, trickery or other forms of deception. The techniques used by cyber attackers change frequently and may be difficult to detect for long periods of time. AI and machine learning may increase cybersecurity risks we face through, for example, being used to increase the prevalence, intensity, or impact of cyberattacks or to detect, and take advantage of, potential vulnerabilities. Although we maintain and continue to develop measures designed to protect us against security breaches and other cyber incidents, such measures require frequent updates and improvements. We cannot guarantee that such measures will be adequate to detect, prevent or mitigate cyber incidents. The implementation, maintenance, segregation and improvement of systems and measures designed to prevent cyber incidents requires significant management time, support and cost.

Moreover, there are inherent risks associated with developing, improving, expanding and updating current measures, including the disruption of our data management, procurement, production, finance, supply chain and sales and service processes. These risks may affect our ability to manage our data, procure parts or supplies or produce, sell, deliver and service our solutions, adequately protect our intellectual property or achieve and maintain compliance with, or realize available benefits under, applicable laws, regulations and contracts. We cannot be sure that the measures upon which we rely, including those of our customers, third-party vendors or suppliers, will be effectively implemented, maintained or expanded as planned. If we do not successfully implement, maintain or expand these systems as planned, our operations

may be disrupted, our ability to accurately and timely report our financial results may be impaired, and deficiencies may arise in our internal control over financial reporting, which may impact our ability to certify our financial results. Moreover, our proprietary information or intellectual property may be compromised or misappropriated, or data (including personal information) could be exfiltrated or improperly used. Any material failure, security breach or other cyber incident may prevent us from effectively operating our business, cause us to lose competitive advantages, and subject us to investigations, litigation, or penalties, any of which may adversely affect our business, financial condition, and results of operations. If these systems do not operate as we expect them to, we may be required to expend significant resources to make corrections or find alternative sources for performing these functions. In addition, our cyber insurance coverage may not be sufficient to cover all the losses we may experience as a result of a cyber incident.

Interruptions, outages, or failures of information technology and communications infrastructure and systems that we rely upon may adversely affect our business, financial condition, and results of operations.

We currently rely on a variety of information technology and communications infrastructure and related systems, including cloud computing, cloud storage and telecom and satellite data feeds. For example, we use Amazon Web Services ("AWS"), which had a material outage in October 2025, to host portions of our technology and support our technology development. The availability and effectiveness of our services depend on the continued operation of AWS, and other third- party information technology and communications systems. Our systems, and those of our third-party service providers, including AWS, are vulnerable to damage, interruption, or any other compromise as the result of, among others, physical theft, fire, terrorist attacks, natural disasters such as earthquakes, floods, power losses or shortages, war, telecommunications and satellite communication failures, viruses, denial or degradation of service attacks, ransomware, social engineering schemes, insider theft or misuse or other attempts to harm our systems. We use reputable third-party service providers or vendors to process a significant portion of our data. However, these providers are also vulnerable to harms similar to those that may damage our systems, including sabotage and cyberattacks, which may cause potential disruptions to our business, or unauthorized access to or use of our data, including personal information. Because our technology requires significant processing power, it may become increasingly difficult to maintain and improve our performance, especially during peak usage times, as we expand the use of the Kodiak Driver. Some of our systems may not be fully redundant, and our disaster recovery planning cannot account for all eventualities. Any problems with our communications, infrastructure, third-party cloud hosting providers or similar systems may result in lengthy interruptions to our business, adversely affecting our business, financial condition and results of operations.

Risks Related to the Government Contracts

A significant portion of our historical revenue has come from our contracts with the DoW, and our failure to receive and maintain government contracts or changes in the contracting or fiscal policies of the U.S. Government may adversely affect our business, financial condition, and results of operations.

We have historically derived a significant portion of our revenue from contracts with U.S. Government agencies, in particular contracts with the U.S. Army for the automation of ground vehicles. Sales to such government agencies are subject to a number of challenges and risks. Selling to government agencies can be highly competitive, expensive, and time-consuming, often requiring significant upfront time and expense without any assurance that these efforts will generate a sale. We also must comply with laws and regulations relating to the formation, administration, and performance of contracts, and contract clauses including those arising from law, regulations and executive orders, all of which impose obligations and provide U.S. Government customers rights, many of which are not typically found in commercial contracts.

Accordingly, our business, financial condition and results of operations may be adversely affected by certain events or activities, including:

- changes in fiscal or contracting policies or decreases in available government funding, particularly in the event of a federal government shutdown;
- changes in government programs, funding priorities, and requirements;
- changes in the political environment, including before or after a change to the leadership within the government administration, and any resulting uncertainty or changes in policy or priorities and resultant funding;
- changes in government administration and national and international priorities, including developments in the geopolitical environment;

- changes in the government's attitude towards the capabilities that we offer, especially in the areas of national defense;
- changes in the government's attitude towards us as a company or our solutions as viable or acceptable autonomy solutions;
- appeals, disputes, or litigation relating to government procurement, including bid protests by unsuccessful bidders on potential or actual awards of contracts to us by the government;
- the adoption of new laws or regulations or changes to existing laws or regulations;
- budgetary constraints, including automatic reductions as a result of "sequestration" or similar measures and constraints imposed by any lapses in appropriations for the federal government or certain of its departments and agencies;
- influence by, or competition from, third parties with respect to pending, new, or existing contracts with government customers;
- potential delays or changes in the government appropriations or procurement processes, including as a result of events such as war, incidents of terrorism, natural disasters, and public health concerns or epidemics;
- increased or unexpected costs or unanticipated delays caused by other factors outside of our control, such as supply chain constraints; and
- government exercises of contractual rights, including the right to terminate contracts when in the government's interest; exercise contract options; the right to reduce orders under or otherwise modify contracts; cancel multi-year contracts and related orders if funds for contract performance for any subsequent year become unavailable; and prohibit future procurement awards with a particular agency due to a finding of organizational conflicts of interest based upon prior related work performed for the agency that would give a contractor an unfair advantage over competing contractors, or the existence of conflicting roles that might bias a contractor's judgment.

Any such event, activity, or action, among others, may cause governmental agencies to delay or refrain from purchasing our solutions in the future, reduce the size or payment amounts of purchases from existing or new government customers, or otherwise adversely affect our business, financial condition, and results of operations.

In addition, we may be required to compete for contracts in a competitive bidding process. We may compete directly with other suppliers or align with a prime or subcontractor competing for a contract. We may not be awarded the contract if the pricing or product offering is not competitive, either at our level or the prime or subcontractor level. In addition, in the event we are awarded a contract, we are subject to protests by losing bidders of contract awards that can result in the reopening of the bidding process, re-evaluation and new award of the contract to another bidder. In addition, we may be subject to multiple rebid requirements over the life of a program in order to continue to participate in such program, which can result in the loss of the program or significantly reduce our revenue or margin from the program. Further, the U.S. Government or a government contractor customer could require us to relinquish data rights to a product in connection with performing work on a government contract, which could lead to a loss of valuable technology and intellectual property in order to participate in a government program.

Significant costs may be incurred to ensure compliance with requirements unique to government contracts. Uncertainty exists with regard to proposed and future changes to government contract regulatory requirements, and such changes could subject our company to increased risks and costs. We may be subject to the Federal Acquisition Regulation ("FAR") and agency supplemental acquisition regulations including the Defense Federal Acquisition Regulation Supplement ("DFARS") as well as other contractual terms that subject us to federal cybersecurity requirements. U.S. Government customers contractually require us to notify them of security breaches or other cyber incidents. If an actual or perceived breach of security measures, unauthorized access to our system or the systems of the third-party vendors that we rely upon, or any other cybersecurity threat occurs, we may face direct or indirect liability, costs, damages, or contract termination. In addition, our reputation in the industry and with current and potential customers may be compromised, our ability to attract new customers could be negatively affected, and our business, financial condition, and results of operations could be materially and adversely affected. Amendments to DoW cybersecurity requirements, such as through amendments to the FAR or DFARS, may increase our costs or delay the award of contracts if we are unable to certify that we satisfy such cybersecurity requirements.

Certain of our customer contracts may be terminated by the customer at any time for convenience and/or may contain other provisions permitting the customer to discontinue contract performance, and if terminated contracts are not

replaced, our results of operations may differ materially and adversely from those anticipated. In addition, our contracts with government customers often contain provisions with additional rights and remedies favorable to such customers that are not typically found in commercial contracts.

All or substantially all of our contracts, including our government contracts, contain termination for convenience provisions. Customers that terminate such contracts may also be entitled to a pro rata refund of the amount of the customer deposit for the period of time remaining in the contract term after the applicable termination notice period expires. Government contracts often contain provisions and are subject to laws and regulations that provide government customers with additional rights and remedies not typically found in commercial contracts. These rights and remedies allow government customers, among other things, to:

- terminate existing contracts for convenience with short notice;
- reduce orders under or otherwise modify contracts;
- for some contracts, (i) demand a refund, make a forward price adjustment, or terminate a contract for default if a contractor provided inaccurate or incomplete data during the contract negotiation process and (ii) reduce the contract price under triggering circumstances, including the revision of price lists or other documents upon which the contract award was predicated;
- cancel multi-year contracts and related orders if funds for contract performance for any subsequent year become unavailable;
- decline to exercise an option to renew a multi-year contract or issue task orders in connection with indefinite delivery/indefinite quantity contracts;
- claim rights in solutions, systems, or technology produced by us, appropriate such work-product for their continued use without continuing to contract for our services, and disclose such work-product to third parties, including other government agencies and our competitors, which could harm our competitive position;
- prohibit future procurement awards with a particular agency due to a finding of organizational conflicts of interest based upon prior related work performed for the agency that would give a contractor an unfair advantage over competing contractors, or the existence of conflicting roles that might bias a contractor's judgment;
- subject the award of contracts to protest by competitors, which may require the contracting federal agency or department to suspend our performance pending the outcome of the protest and may also result in a requirement to resubmit offers for the contract or in the termination, reduction, or modification of the awarded contract;
- suspend us from doing business with the applicable government; and
- control or prohibit the export of our services.

If a customer were to unexpectedly terminate, cancel, or decline to exercise an option to renew with respect to one or more of our significant contracts, or if a government were to suspend or debar us from doing business with such government, our business, financial condition, and results of operations would be materially harmed.

Failure to comply with laws, regulations, or contractual provisions applicable to our business could cause us to lose U.S. Government customers or our ability to contract with the United States and other governments.

As a government contractor, we must comply with laws, regulations, and contractual provisions relating to the formation, administration, and performance of government contracts and inclusion on government contract vehicles, which affect how we and our partners do business with government agencies. As a result of actual or perceived noncompliance with government contracting laws, regulations, or contractual provisions, we may be subject to audits and internal investigations. This may prove costly to our business financially, divert management time, tarnish our brand among customers and potential customers, affect our ability to hire, attract and maintain qualified employees, or limit our ability to continue selling our platforms and services to our government customers. These laws and regulations may impose other added costs on our business. Failure to comply with these or other applicable regulations and requirements, including non-compliance in the past, could subject us to investigations, administrative proceedings, sanctions, enforcement actions, disgorgement of profits, claims for damages, civil and criminal penalties, termination of contracts and suspension or debarment from government contracting for a period of time with government agencies. Any negative outcome from such inquiries or investigations or failure to prevail in any possible civil or criminal litigation, damages, penalties, disruption, or limitation in our ability to do business with a government could adversely affect our business, financial condition and results of operations.

Risks Related to Our Intellectual Property Rights

We may not be able to adequately establish, maintain, protect, and enforce our technology and intellectual property rights or prevent others from unauthorized use of our technology and intellectual property rights, which may adversely affect our business, financial condition, and results of operations. Our efforts to protect and enforce our intellectual property rights and prevent third parties from violating our intellectual property rights may be costly and time-consuming, or less effective than anticipated.

Our technology and intellectual property rights are a valuable asset of our business. Our success depends in part on our ability to protect our core technology and intellectual property rights. Failure to adequately protect our technology or intellectual property rights may result in the loss of our ability to maintain a competitive advantage. Even if we are able to protect our technology and intellectual property rights, our competitors may be able to offer similar products and services without infringing our rights. We rely on a combination of patents, trademarks, copyrights and trade secrets, in addition to employee and third-party nondisclosure agreements, intellectual property assignment agreements, intellectual property licenses, and other contractual rights, to establish, maintain, protect and enforce our rights in our technology and intellectual property rights, including trade secrets and other confidential information. Intellectual property laws and our procedures and restrictions provide only limited protection. Any of our intellectual property rights may be challenged, invalidated, circumvented, infringed or misappropriated. If we fail to protect our intellectual property rights adequately, we may lose an important advantage in the markets in which we compete. While we take measures to protect our technology and intellectual property rights, such efforts may be insufficient or ineffective, and any of our intellectual property rights may be challenged, which may result in them being narrowed in scope or declared invalid or unenforceable. Other parties may also independently develop technologies that are substantially similar or superior to ours, and we may not be able to prohibit uses of such technologies. We may also be forced to bring claims against third parties, or defend claims that they may bring against us, to determine the ownership or other rights in technology or intellectual property rights we regard as our own. The measures we take to protect our technology and intellectual property rights from unauthorized use by others may not be effective and there can be no assurance that our intellectual property rights or enforcement efforts will be sufficient to protect against others offering products, services or technologies that are substantially similar or superior to ours or that compete with our business.

To the extent that our employees, consultants, contractors, advisors and other third parties use intellectual property owned by others in their work for us, disputes may arise as to the rights in related or resulting know-how and inventions. While we seek to protect our rights in such know-how and inventions, the measures we take may not be sufficient. Costly and time-consuming litigation may be necessary to enforce and determine the scope of our proprietary rights, and failure to obtain or maintain protection for our know-how and inventions may adversely affect our business, financial condition and results of operations.

New regulations related to AI tools and the effects of such tools on the protectability of intellectual property are still being developed. Regulations may limit whether AI may generate or create enforceable intellectual property rights when AI tools are used. The use of AI tools by competitors may make identification of infringement of our intellectual property more difficult to detect.

We may in the future be involved in litigation to enforce our intellectual property rights and to protect our trade secrets. Our efforts to enforce our intellectual property rights or trade secrets may be met with defenses, counterclaims and countersuits, including challenges on the validity and enforceability of our intellectual property. Any litigation initiated by us concerning the violation by third parties of our intellectual property rights is likely to be expensive and time-consuming and is likely to be distracting to management. Any such litigation could lead to the invalidation of, or render unenforceable, our intellectual property rights, or may otherwise have negative consequences for us. Further, detecting unauthorized use of our technology or intellectual property rights may be difficult, expensive, and time consuming, and we may not be able to identify and seek to prevent such uses. Our inability to protect our proprietary technology against unauthorized copying or use, as well as any costly litigation or diversion of our management's attention and resources, may delay the introduction and implementation of new technologies. This could result in us being required to substitute inferior or more costly technologies into the Kodiak Driver, or injure our reputation and the goodwill associated with our brand and business operations. Moreover, in certain foreign countries where the intellectual property laws may not be as protective as those in the United States and where mechanisms for enforcement of intellectual property rights may be weak, we may be unable to stop others from infringing or misappropriating our intellectual property rights. If we fail to meaningfully establish, maintain, protect and enforce our intellectual property and proprietary rights, our business, financial condition and results of operations may be adversely affected.

We believe that our patents are fundamental to our solutions in the area of AV technology. Unauthorized parties may attempt to copy or reverse engineer our technology or certain aspects of our solutions that we consider proprietary. AI tools may make it easier for unauthorized parties to create copies of or reverse engineer our technologies. Litigation may be necessary in the future to enforce or defend our patents, to prevent unauthorized parties from copying or reverse engineering our solutions, to determine the validity and scope of the proprietary rights of others or to block the importation of infringing products into the United States. Initiation of any action related to patents may have multi-faceted responses, including defenses and counterclaims in the initiated action, invalidity actions in other governmental agencies, and other actions in other jurisdictions, possibly internationally. Such defenses could result in the invalidation or narrowing of our patent rights.

Whether initiated by us or a third party, any such litigation may result in substantial costs and diversion of management resources and attention. Additionally, it may force us to acquire intellectual property rights or licenses, which may involve substantial royalty or other payments and may not be available on acceptable terms, or at all. This may adversely affect our business, financial condition, and results of operations. Even if we obtain favorable outcomes in litigation, we may not be able to obtain adequate remedies, especially in the context of unauthorized parties copying or reverse engineering our solutions.

We rely on licenses from third parties for technology and intellectual property rights that are critical to our business, and we may lose the rights to use such technology or intellectual property rights if those agreements are terminated or not renewed.

We rely on licenses from certain of our partners and other third parties for technology and intellectual property rights that are or may become critical to our business. Termination of our current or future license agreements may cause us to have to negotiate new or restated agreements with less favorable terms or cause us to lose our rights under the original agreements. In such event, we could also incur delays and costs associated with the procurement of licenses for substitute technology or intellectual property rights, which may not be of the same quality or effectiveness as those provided under the prior license.

In the case of a loss of intellectual property rights used in the Kodiak Driver or our other proprietary systems, we may not be able to continue to integrate certain components into our solution or for our operations. We could also experience disruption to our manufacturing and procurement processes as we test and requalify any potential replacement technology. Even if we retain the licenses, the licenses may not be exclusive with respect to such component design or technologies, which may aid our competitors and adversely affect our business, financial condition, and results of operations.

We may be subject to intellectual property infringement claims, which, whether meritless or not, may be expensive and time-consuming to defend, distract management, require us to pay significant damages and limit our ability to use certain technologies, any of which may adversely affect our business, financial condition and results of operations.

The industry in which our business operates is characterized by a large number of patents, some of which may be of questionable scope, validity or enforceability, and some of which may appear to overlap with other issued patents. As a result, there is a significant amount of uncertainty in the industry regarding patent protection and infringement. In recent years, there has been a significant volume of litigation globally, including in the AV industry involving patents and other intellectual property rights, including suits initiated by non-practicing entities, such as patent holding companies. Third parties have asserted, and may in the future assert, that we have infringed, misappropriated or otherwise violated their intellectual property rights. We may not be able to obtain a license on commercially reasonable terms, or at all. As we face increasing competition and as a public company, the possibility of third parties asserting claims against us relating to intellectual property rights grows. Such claims and litigation may involve one or more of our competitors seeking to use their patents and other intellectual property rights to obtain a competitive advantage. Such claims could also be initiated by patent holding companies or other adverse intellectual property rights holders who have no relevant product and service revenue. Patents, patent applications and other intellectual property rights may provide little or no deterrence to these rights holders in bringing intellectual property rights claims against us. Patent holding companies may also be advantaged in a lawsuit by limited costs, at least in part because they do not provide products or services.

There may be intellectual property rights held by others, including issued or pending patents, that cover significant aspects of our technologies or business methods. We cannot assure you that we are not infringing or violating or have not infringed or violated any third-party intellectual property rights or that we will not be held to have done so or be accused of doing so in the future. Our use of AI tools in the development of our product may introduce infringement risks that may be

harder for us to detect. In addition, because patent applications can take many years to issue and are not initially published for the public to view, there may be applications now pending of which we are unaware, which may later result in issued patents that our technology may infringe. Given the highly competitive nature of the space in which we operate, we expect that in the future we may receive notices that claim we or our collaborators have misappropriated or misused other parties' intellectual property rights, particularly as the number of competitors in our market grows.

Regardless of the merits, defending ourselves against any intellectual property claims brought by third parties may be time-consuming and could result in substantial costs and a diversion of our resources. These claims and any resulting lawsuits, if resolved adversely to us, may subject us to significant liability for damages, impose temporary or permanent injunctions against our solution, technologies or business operations, or invalidate or render unenforceable our intellectual property rights. We may not be able to obtain necessary licenses on commercially reasonable terms, or at all.

If our technology is determined to infringe a valid and enforceable patent, or if we wish to avoid potential intellectual property litigation on any alleged infringement, misappropriation or other violation of third-party intellectual property rights, we may be required to do one or more of the following: (i) cease development, sales, provision or use of our solutions that incorporate, use, implement, or rely on the asserted intellectual property right; (ii) obtain a license from the owner of the asserted intellectual property right, which may be unavailable on commercially reasonable terms, or at all, or which may be non-exclusive, in which case our competitors and other third parties may obtain access to the same technologies licensed to us; (iii) pay substantial royalties or other damages; or (iv) redesign our technology or one or more aspects or systems of the Kodiak Driver to avoid any infringement or allegations thereof. These options may not always be commercially feasible. Additionally, in our ordinary course of business, we agree to indemnify our customers, partners and other commercial counterparties for claims of infringement of intellectual property rights arising out of their use of our technology, so we may face liability to our business partners or third parties for indemnification, the costs of defending the claim, or other remedies in the event that a claim subject to our indemnification obligation is made against them.

We license third-party technology or intellectual property rights. Consequently, we could face claims that our use of such in-licensed technology or exercise of such intellectual property rights infringes, misappropriates or otherwise violates the intellectual property rights of others. In such cases, we may be permitted to seek indemnification from our licensors under our agreement with the licensor. However, our rights to indemnification may be unavailable or insufficient to cover our costs and losses.

We also may not be successful in attempts to redesign our technology to avoid any alleged infringement. A successful claim of infringement against us, or our failure or inability to develop and implement non-infringing technology or receive a license for the infringed intellectual property rights on acceptable terms and on a timely basis, could adversely affect our business and results of operations. Furthermore, such lawsuits, regardless of their merit or success, would likely be time-consuming and expensive to resolve and might divert management's time and attention from our business, which may adversely affect our business, financial condition and results of operations. Also, such lawsuits, regardless of their merit or success, may harm our reputation with customers and in the industry at large.

Our applications for patents or other intellectual property rights registration may not issue or be registered, which may adversely affect our ability to prevent others from commercially exploiting products and technologies similar to ours.

Registration of intellectual property rights can be an expensive and time-consuming process. This may involve both research as to the pre-existing rights of other parties and engagement with complex government procedures and documentation. It is possible that examiners, registrars, and other government authorities who oversee applications for registration of intellectual property rights would contest the validity or registrability of our intellectual property rights. Overcoming such registration challenges could require significant effort and expense. Regulations and procedures related to the examination of patent applications related to AI technologies continue to evolve. Existing or future pending patent applications may not be drafted in a manner sufficient to meet future requirements of examination. If we are not able to timely obtain registrations for our intellectual property rights, this will negatively affect our ability to enforce the same against infringers, which may in turn create risks for our business as said infringers continue to operate.

We cannot be certain that we are the first inventor of the subject matter to which we have filed a particular patent application, or if we are the first party to file such a patent application. If another party has filed a patent application that covers the same subject matter as the application we have submitted, we may not be entitled to the protection sought by the patent application. As a result, we cannot be certain that the patent applications that we file will issue, or that our issued patents will afford protection against competitors with similar technology. In addition, our competitors may design around

our issued patents. Any unanticipated issues in the scope of the patent protection we seek may adversely affect our business, financial condition and results of operations.

Further, changes to patent law, or the inability to enforce our patents in certain jurisdictions, may limit the scope of our patents, limit the enforceability or validity of our patents, or be limited by subject matter eligibility, in part or fully.

Parties in various jurisdictions and/or overlapping markets may be currently using brands, logos, or trademarks that are the same as or confusingly similar to those that we currently use or intend to use. While we will endeavor to avoid the use of any brand or trademark which would cause consumer confusion, it is possible that the use of our brands or trademarks could create consumer confusion in certain markets or jurisdictions. In such an event, we may be required to modify or discontinue the use of our existing brands or trademarks in part or in whole. Any efforts to redesign or replace existing branding may be costly, disrupt customer recognition or public perception, require substantial marketing investments to rebuild brand awareness, or otherwise result in delays or disruption to the effective marketing of our solution. Any of these may adversely affect our business, financial condition, and results of operations.

Our patents may expire and may not be extended, our patent applications may not be granted and our patent rights may be contested, circumvented, invalidated, or their scope limited. As a result, we may not be able to prevent others from developing or exploiting competing technologies, which may adversely affect our business, prospects, financial condition and results of operations.

We cannot be certain that we will be granted patents pursuant to our pending applications. Even if our patent applications succeed and we are issued patents in accordance with them, these patents may still be contested, circumvented or invalidated in the future. Future innovations by others may provide opportunities to design around our granted patents. In addition, the rights granted under any issued patents may not provide us with meaningful protection or competitive advantages. The claims under any patents that issue from our patent applications may not be broad enough to prevent others from developing technologies that are similar or that achieve results similar to ours. The intellectual property rights of others may also bar us and our customers and licensees from exploiting any patents that issue from our pending applications or may otherwise limit the scope of any issued patent claims.

Numerous patents and pending patent applications owned by others exist in the fields in which we have developed and are developing our technology. These patents and patent applications might have priority over our patent applications and may result in our patent applications not being issued or being subject to significant limitations in their scope. Finally, in addition to those who may claim priority, any of our existing or pending patents may also be challenged by others on the basis that they are otherwise invalid or unenforceable.

Certain of our innovations are embodied in proprietary information that may not be patentable or subject to copyright, trademark, trade dress or service mark protection.

Certain of our innovations are embodied in proprietary information, such as trade secrets, know-how and confidential information, such that those innovations may not be patentable or subject to copyright, trademark, trade dress, service mark protection or other registrable intellectual property, or that we believe is best protected by means that do not require public disclosure. We generally seek to protect this proprietary information by entering into third-party confidentiality agreements and consulting services or employment agreements that contain non-disclosure and non-use provisions with our employees, consultants, contractors and other third parties. However, we may fail to enter into the necessary agreements, and even if entered into, these agreements may be breached or may otherwise fail to prevent disclosure or misappropriation of our proprietary information, may be limited as to their term and may not provide an adequate remedy in the event of unauthorized disclosure or use of proprietary information. Trade secrets or confidential information may also be willfully or unintentionally disclosed, including by employees, who may leave our company and join our competitors.

Notwithstanding contractual protections, we have limited control over the protection of our trade secrets held or used by our customers, OEMs, upfitters, suppliers and partners, and may lose future trade secret protection if any unauthorized disclosure of such information occurs. If any of our trade secrets were to be lawfully obtained by a competitor or other third party from our customers, OEMs, upfitters, suppliers and partners, we may have no right to prevent them from using that trade secret to compete with us. If any of our trade secrets were to be disclosed, whether lawfully or otherwise, to a competitor or other third party, our business, financial condition and results of operations may be adversely affected.

While we maintain policies to prevent trade secrets or confidential information from being disclosed in an inappropriate manner to third-party controlled large language models or other artificial intelligence, breaches of these

policies, or unauthorized disclosures by third parties, may result in disclosure of information to third parties and could result in loss of our trade secrets or disclosure of our trade secrets or confidential information to our competitors. In addition, our proprietary information may be independently developed by our competitors or other third parties and we would have no basis to stop such uses. Any failure to protect our trade secrets or other proprietary information may adversely affect our business, financial condition, and results of operations.

Furthermore, laws regarding trade secret rights in certain markets where we operate may afford little or no protection to our trade secrets.

We also rely on physical and electronic security measures to protect our proprietary information, but we cannot provide assurance that these security measures will not be breached or provide adequate protection for our property or any proprietary information that we hold. There is a risk that third parties may obtain and improperly utilize or disclose our proprietary information to our competitive disadvantage. We may not be able to detect or prevent the unauthorized use of such information or take appropriate and timely steps to enforce our intellectual property rights.

We may be subject to claims that we or our employees have wrongfully used or disclosed trade secrets or other proprietary information of our employees' former employers, which, whether or not meritless, could be distracting to management, expensive and time-consuming to defend, and result in significant liability and harm our reputation, any of which may adversely affect our business, financial condition, and results of operations.

Our industry is highly competitive, specifically with respect to management, engineers and other key employees, and claims of trade secret misappropriation have been made in the past between competitors. We may be subject to claims that we or our employees have inadvertently, purposefully, or otherwise used or disclosed trade secrets or other proprietary information of an employee's former employer. While we use reasonable efforts to advise against, and require our employees not to use any trade secrets or proprietary information from their former employers in the development of our technology and intellectual property, we cannot guarantee that our processes or requirements will be effective. Litigation may be necessary to defend against these claims, whether or not they have merit. Even if we are successful in defending against these claims, litigation may result in substantial costs and demands on management resources. If we fail in defending such claims, in addition to paying significant monetary damages, we may also lose the ability to utilize valuable intellectual property rights or retain key personnel. A loss of key personnel or their work product, or the ability to use proprietary information we regarded as our own, may hamper or prevent our ability to scale our commercial operations, which may adversely affect our business, financial condition and results of operations. In addition, if we are required to re-design or re-engineer our technology as a result of any such litigation, whether or not such litigation has merit, our business, financial condition, and results of operations may be adversely affected.

Our software contains third-party open-source software components, which may expose us to information security vulnerabilities, result in failures, errors, and defects, and may not be supported now or in the future. Our failure to comply with the terms of the underlying open-source software licenses may restrict our ability to sell our products, give rise to claims for infringement or breach of contract, or require us to disclose and license certain of our proprietary source code.

Our software contains components that are licensed under so-called "open-source," "free" or other similar licenses. Use and distribution of open-source software may entail greater risks than use of third-party commercial software, as open-source licensors generally do not provide support, warranties, indemnification, or other contractual protections regarding infringement claims or the quality of the code. Accordingly, we cannot assure that the authors of such open-source software will implement or push updates to address security risks or will not abandon further development and maintenance. In addition, the public availability of such software may make it easier for others to compromise, copy or reverse-engineer our technology. Many of the risks associated with the use of open-source software cannot be eliminated. If not properly addressed, these risks could negatively affect our business, our intellectual property and the security of our systems, products and services. To the extent that our systems depend upon the successful operation of the open-source software it uses, any undetected errors or defects in such open-source software may prevent the deployment or impair the functionality or security of our systems or applications, delay the introduction of new solutions, result in a failure of our systems, products or services, and injure our reputation. For example, undetected errors or defects in open-source software may render it vulnerable to breaches or cyberattacks and make our systems more vulnerable to security breaches and other cyber incidents.

Open-source software is made available to the general public on an "as-is" basis under the terms of a non-negotiable license. Open-source license terms are often ambiguous, sporadically and unpredictably enforced, and there is little legal

precedent governing their interpretation. Certain open-source licenses may give rise to obligations to disclose or license our source code or other intellectual property rights if such open-source software is integrated with our proprietary software or distributed in certain ways. We currently combine our proprietary software with open-source software, but not in a manner that we believe requires the release of the source code of our material proprietary software to the public. If we combine or distribute our proprietary software with open-source software in a manner that is determined to require disclosure of our proprietary software under the terms of an open-source license, we may decide to release the source code to our proprietary software as open-source software or cease using the relevant open-source software which might be costly or otherwise difficult to replace. In addition, if the license terms for newer versions of the open-source software that we use change, we may be forced to re-design or re-engineer our software, incur additional costs or discontinue the use of certain offerings if re-designing or re-engineering may not be accomplished in a timely manner.

Although we monitor our use of open-source software to avoid subjecting material proprietary software to unintended conditions, there is a risk that these licenses may be construed in a way that may impose unanticipated conditions or restrictions on our ability to commercialize our offerings. We may be subject to lawsuits by parties claiming ownership of what we believe to be open-source software or claiming non-compliance with the terms and conditions of an open-source license. Should that occur, we may incur significant legal costs defending ourselves against such allegations. If we were held to have breached or to have failed to fully comply with such terms and conditions, we may face infringement claims or other liability, including contractual liability, may be required to seek costly licenses from third parties to continue providing our technology, including on terms that are not economically feasible, to re-design or re-engineer our technology, or to make generally available, in source code form, our proprietary code, any of which may adversely affect our business, financial condition and operating results. We cannot guarantee that we have used open-source software in a manner that will not subject us to liability or in a manner that is consistent with our current policies and procedures.

We may not be able to protect our intellectual property rights globally, and changes in U.S. intellectual property law may diminish the value of our intellectual property rights in general, thereby impairing our ability to protect our products.

Decisions by the U.S. Supreme Court involving patent rights may have a significant impact on our ability to protect our technology and enforce our intellectual property rights. In addition, the extent to which intellectual property rights can be used to protect artificial intelligence, datasets, weights, and biases is not yet settled under U.S. law, and is subject to change. Any change to the treatment of intellectual property rights, or to the available scope of intellectual property rights in such technologies, may adversely affect our business, financial condition, and results of operations.

Further, the standards applied by the U.S. Patent and Trademark Office ("USPTO") and foreign patent offices in granting patents are not always applied uniformly or predictably. For example, there is no uniform worldwide policy regarding patentable subject matter or the scope of claims allowable for business methods. As such, we do not know the degree of future protection that we will have on our technologies, products, and services. While we will endeavor to protect our technologies, products, and services with intellectual property rights such as patents, as appropriate, the process of obtaining patents is time-consuming, expensive, and sometimes unpredictable.

The U.S. Supreme Court has ruled on several patent cases in recent years, such as *Impression Products, Inc. v. Lexmark International, Inc., Association for Molecular Pathology v. Myriad Genetics, Inc., Mayo Collaborative Services v. Prometheus Laboratories, Inc*. and *Alice Corporation Pty. Ltd. v. CLS Bank International*, and the Court of Appeals for the Federal Circuit has ruled on cases such as *Recentive Analytics, Inc. v. Fox Corp*. In each case the courts have either narrowed the scope of patent protection available in certain circumstances or weakened the rights of patent owners in certain situations. In addition to increasing uncertainty with regard to our ability to obtain patents in the future, these rulings have created uncertainty with respect to the value of patents, once obtained. Depending on decisions by the U.S. Congress, the federal courts, and the USPTO, the laws and regulations governing patents may change in unpredictable ways, which may weaken our ability to obtain new patents or to enforce our existing patents and patents that we might obtain in the future. Actions in foreign jurisdictions may create similar problems or may create divergent issues based on uncertain or different results.

Risks Related to Our Legal and Regulatory Environment

We are subject to substantial regulations, including regulations governing motor carriers and autonomous vehicles, and unfavorable changes to, whether initiated by regulators or through the pressure of organized labor, or failure by us to comply with, these regulations may adversely affect our business, financial condition and results of operations.

Currently, there are no FMVSSs or Federal Motor Carrier Safety Regulations ("FMCSRs") that expressly relate to the performance of AV technology. Further, there are currently no widely accepted uniform standards regarding AV technology and its commercial use. We work closely with law enforcement and regulators, and we have built organizational, operational, and safety processes to ensure that the performance of our technology meets rigorous standards. However, these measures may not meet future regulatory requirements enacted by government bodies. We may also be subject to future regulatory requirements that could limit the operation and commercialization of AV technology. In some jurisdictions, we may be required to present our own safety justification and evidence base, and in other areas it is possible that we may be required to pass specific autonomous safety tests. The failure to pass these safety tests or receive appropriate regulatory approvals for commercialization may adversely affect our business, financial condition, and results of operations.

We move freight in interstate and intrastate commerce as a motor carrier authorized by the Federal Motor Carrier Safety Administration ("FMCSA") and other state transportation agencies and are subject to rules and regulations related to the safe operation on public roadways. Failure to comply with these rules and regulations may result in inquiries, investigations, and possible termination of motor carrier authority. For example, we are subject to the FMCSRs, including certain regulations that may be difficult for the Kodiak Driver to comply with. Most notably, operators of commercial motor vehicles, including us and our customers, are required in certain circumstances to place warning devices around trucks, including Kodiak Driver-powered trucks, stopped on the side of public roadways. While FMCSA has approved an exemption process for warning triangle placement, we may not receive an exemption from USDOT, or USDOT may not change or eliminate this regulation, to provide us with an alternative approach to complying with this requirement or other similar operational requirements. Also, in installing our product onto the base vehicles, we must ensure the vehicles are not taken out of FMVSS compliance. Failure to do so may subject us to significant liabilities and possible barring of further vehicle development.

It is also possible that future autonomous regulations are not standardized, and our technology becomes subject to differing regulations across jurisdictions (e.g., federal, state, local, and international). For example, in Europe, certain vehicle safety regulations apply to automated braking and steering systems, and certain treaties also restrict the operations of certain higher levels of automation. As of September 30, 2026, 26 U.S. states have passed legislation allowing for the deployment of driverless trucks, and most other states allow testing with a safety driver in the vehicle. Many other states are considering legislation and regulations that may adversely affect autonomous and driverless technologies. Despite advances in U.S. state legislation, there is currently no comprehensive U.S. federal framework for autonomous vehicle deployment. This regulatory patchwork, and the ongoing legislative and regulatory efforts at various jurisdictional levels, may hinder the commercial deployment of our technology and adversely affect our business prospects and financial condition.

Further, organized labor, in particular the International Brotherhood of Teamsters, has opposed driverless technology and is increasingly using its political influence to attempt to slow or stop driverless deployment. In 2026, supporters of organized labor in approximately 10 states introduced legislation that would require human drivers to be physically present in all commercial motor vehicles equipped with AV technology. These states included Alaska, Colorado, Delaware, Maryland, and Minnesota. As of September 30, 2026, no such introduced legislation has become law; however, organized labor and other opponents to driverless development may ultimately be successful and, even if unsuccessful, we may spend significant time and resources in opposition to such efforts, any of which may adversely affect our business, prospects, and results of operations.

Changes in automotive or autonomy safety regulations, enforcement of such regulations, or concerns about AV technologies that result in regulation of the AV ground transportation industry may adversely affect our business.

Government vehicle safety regulations could have a substantial impact on our business, prospects, and our future plans. Government safety regulations are subject to change based on a number of factors that are not within our control. Such factors include new scientific or technological data, adverse publicity regarding industry recalls and perceived or actual safety risks associated with autonomous ground transportation technology, crashes involving autonomous vehicles, domestic and foreign political developments or considerations, and litigation relating to autonomous vehicles. Changes in

government regulations, especially in autonomous ground transportation and the ground transportation industry, may adversely affect our business. If government priorities shift and we are unable to adapt to changing regulations, our business may be adversely affected.

The costs of complying with safety regulations may increase as regulators impose more stringent compliance and reporting requirements in response to product recalls and safety issues in the automotive industry. As the trucks that carry our systems go into production, we will be subject to existing stringent requirements under the Vehicle Safety Act, including a duty to report, subject to strict timing requirements, safety defects. The Vehicle Safety Act imposes potentially significant civil penalties for violations including the failure to comply with such reporting actions.

We are also subject to the existing U.S. Transportation Recall Enhancement, Accountability and Documentation Act (the "TREAD Act"), which requires motor vehicle equipment manufacturers, such as us, to comply with "Early Warning" requirements by reporting certain information to the NHTSA such as information related to defects or reports of injury. The TREAD Act imposes criminal liability for violating such requirements if a defect subsequently causes death or bodily injury. In addition, the Vehicle Safety Act authorizes NHTSA to require a manufacturer to recall and repair vehicles that contain safety defects or fail to comply with U.S. federal motor vehicle safety standards. Sales into foreign countries may be subject to similar regulations.

Failures, or perceived failures, to comply with privacy or cybersecurity laws and regulations may adversely impact our business, and such legal requirements are evolving, uncertain and may require changes to our policies and operations, which could increase our costs or prevent us from effectively operating our business.

Our current and potential future operations and sales subject us to privacy and cybersecurity laws and regulations, including with respect to our collection, use, storage, disclosure, transfer and security of data, including personal data. Among other things, these regimes may impose cybersecurity requirements, disclosure requirements, and restrictions on personal data collection, uses, and sharing that may impact our operations and the development of our business. These requirements are evolving rapidly, with new laws and regulations proposed and enacted frequently in various jurisdictions, including the United States. Our solutions may evolve both to address evolving laws and regulations, potential customer or partner requirements, or to add new features and functionality that may change our privacy or cybersecurity obligations. Therefore, the full impact of these privacy and cybersecurity regimes on our business is unknown. Further, as laws and regulations change, or their interpretation changes, we may be required to implement measures that could adversely impact our expected business or commercial operations, and these changes could be costly to implement, result in increased risks to our business and operations, or otherwise adversely impact our business and operations or opportunities for commercialization of our technologies.

We are assessing the continually evolving privacy and cybersecurity regimes applicable to our business and measures we believe are appropriate in response. Since these privacy and cybersecurity regimes are evolving, uncertain and complex, we may need to update or enhance our compliance measures as our products, markets and customer and partner demands further develop. These updates or enhancements could require implementation costs. In addition, we may not be able to monitor and react to all developments in a timely manner. The compliance measures we do adopt may prove or be perceived to be ineffective. Any failure, or perceived failure, by us to comply with current and future regulatory, partner or customer-driven privacy or cybersecurity requirements may result in significant liability or costs. Any such actual or perceived failure could also result in a material loss of revenue resulting from the adverse impact on our reputation and brand, disruption to our business and relationships, and diminished ability to retain or attract partners and customers. Such events may result in governmental enforcement actions and prosecutions, private litigation, fines and penalties or adverse publicity, and may cause partners and customers to lose trust in us, which may have an adverse effect on our reputation and business, financial condition and results of operations.

An uncertain and evolving legal and regulatory environment relating to artificial intelligence may adversely affect our business, financial condition, and results of operations.

We use artificial intelligence in our operations, product development, services, and our solution, and we rely on certain third-party artificial intelligence technologies in our operations, including generative AI-based VLMs. AI technologies are subject to evolving laws, regulations, guidance, and industry standards, which may expose us to legal liability or regulatory risk, including with respect to privacy, cybersecurity, publicity, contractual, or other rights. Litigation or other proceedings may be initiated by certain individuals claiming infringement of rights such as intellectual property, privacy or personality rights with respect to data we use to train our artificial intelligence models. We have adopted a series

of measures, including the implementation of policies and management systems, to mitigate such risks. However, we cannot guarantee that these measures will be effective.

The use of artificial intelligence technologies also presents emerging ethical and social issues. Those issues may draw public scrutiny or controversy and may also create or assist in producing unexpected results, errors, or inadequacies, any of which may be difficult to detect. Issues relating to our use of artificial intelligence and the evolving legal and regulatory landscape applicable to such technologies may adversely affect our business, financial condition, and results of operations.

We are subject to economic sanctions and export and import control laws and regulations. Our failure to comply with these laws and regulations may adversely affect our business, financial condition, and results of operations.

Our solutions are subject to U.S. economic sanctions, export controls and import control laws and regulations, including the U.S. Export Administration Regulations, U.S. Customs regulations, and various economic and trade sanctions regulations administered by the U.S. Treasury Department's Office of Foreign Assets Control. Additionally, U.S. economic sanctions apply to activities of our personnel in the United States as well as our personnel that are U.S. persons wherever located. U.S. economic sanctions and export controls laws and regulations may prohibit the shipment of certain products and services to U.S. embargoed or sanctioned countries, governments, and persons, as well as shipments for certain end uses (e.g., military end uses). In addition, complying with customs laws, frequently changing U.S. tariff obligations, sanctions and export controls laws and regulations for a particular geography may be time-consuming and result in the delay or loss of revenue opportunities. Exports of our products and technology, and imports of items, including components, must be made in full compliance with applicable U.S. laws and regulations. If we fail to comply with these laws and regulations, we and certain of our employees may be subject to substantial civil or criminal penalties, including the possible loss of export or import privileges, fines that may be imposed on us and responsible employees or managers and, in extreme cases, the incarceration of responsible employees or managers.

We are subject to anti-corruption, anti-bribery, anti-money laundering, financial and economic sanctions and similar laws, and non-compliance with such laws can subject us to administrative, civil and criminal fines and penalties, collateral consequences, remedial measures and legal expenses, all of which may adversely affect our business, prospects, financial condition and results of operations and also our reputation.

We are subject to anti-corruption, anti-bribery, anti-money laundering, financial and economic sanctions and similar laws and regulations in various jurisdictions in which we conduct business or in the future may conduct activities, including the U.S. Foreign Corrupt Practices Act (the "FCPA"), the U.K. Bribery Act 2010, and other anti-corruption laws and regulations. The FCPA and the U.K. Bribery Act 2010 prohibit us and our officers, directors, employees and business partners acting on our behalf, including agents, from corruptly offering, promising, authorizing or providing anything of value to a "foreign official" for the purposes of influencing official decisions or obtaining or retaining business or otherwise obtaining favorable treatment. The FCPA also requires companies to make and keep books, records and accounts that accurately reflect transactions and dispositions of assets and to maintain a system of adequate internal accounting controls. The U.K. Bribery Act 2010 and other laws also prohibit non-governmental "commercial" bribery and soliciting or accepting bribes. A violation of these laws or regulations may adversely affect our business, financial condition and results of operations and also our reputation. While we have policies and procedures designed to ensure compliance with these regulations, we cannot assure you that none of our directors, officers, employees, representatives, consultants, agents, and business partners will engage in improper conduct for which we may be held responsible.

Our non-compliance with anti-corruption, anti-bribery, anti-money laundering or financial and economic sanctions laws may subject us to whistleblower complaints, adverse media coverage, investigations, severe administrative, civil and criminal sanctions, collateral consequences, remedial measures and legal expenses. Should any of the foregoing occur, it could adversely affect our business, prospects, financial condition and results of operations and also our reputation. Responding to any investigation or action could also result in a materially significant diversion of management's attention and resources and significant defense costs and other professional fees. In addition, changes in economic sanctions laws in the future may adversely affect our business, financial condition, and results of operations.

We are subject to, and must remain in compliance with, environmental laws and regulations that may adversely affect our financial condition and results of operations.

We are subject to federal, state, local and foreign laws, regulations and ordinances relating to the protection of the environment. Such laws and regulations include those relating to emissions to the air, discharges to surface and subsurface

waters, safe drinking water, greenhouse gases and the management of hazardous substances, oils and waste materials, as well as those specific to logistics for the oil and gas industry. Compliance with such laws and regulations can be costly, and our failure to comply with existing or new laws and regulations may result in the assessment of fines or penalties, the revocation or denial of permits, or the issuance of orders enjoining performance of some of our operations. Furthermore, under certain environmental laws and regulations, generators of waste materials, and current and former owners or operators of facilities, can be subject to liability for investigation and remediation costs at locations that have experienced or otherwise been affected by releases or contamination from hazardous substances or petroleum products, without regard to whether the generator, owner or operator knew of or caused the contamination or release. Liability under these laws and regulations has been interpreted to be strict, joint and several unless the harm is divisible and there is a reasonable basis for allocation of the responsibility. Accordingly, we may have to make expenditures for investigation or remediation costs incurred by governmental entities or third parties in connection with any releases or contamination at current or former properties. Environmental liabilities may arise and adversely affect our financial condition and results of operations.

Concern over climate change, including the impact of global warming, has led to legislative and regulatory efforts to limit carbon and other greenhouse gas emissions, and these efforts may continue, particularly at the state and local levels. Emission-related regulatory actions and climate disclosure requirements could result in increased costs that may adversely impact our results of operations. Such regulatory actions may require changes in our operating practices or require additional reporting disclosures. Compliance with climate-related disclosure laws and regulations may also increase our exposure to litigation or governmental investigations or proceedings. We may also encounter difficulties in collecting and managing data that affect timely compliance or incur significant costs to comply with increased regulation regarding environmental monitoring and climate disclosure requirements. More generally, compliance with environmental laws and regulations can require significant expenditures. In addition, we may incur costs to comply with such current or future laws and regulations, the violation of which may lead to substantial fines and penalties.

We are subject to, and must remain in compliance with, numerous laws and governmental regulations concerning the manufacturing, use, distribution, and sale of our technology. Some of our customers or partners may also require that we comply with their own unique requirements relating to these matters.

We develop and sell technology that contains electronic components. Such components may be subject to or may contain materials that are subject to government regulation in both the locations where manufacture and assembly of our products takes place, as well as the locations where we sell our solutions. This is a complex process which requires continual monitoring of regulations to ensure that we and our suppliers are in compliance with existing regulations in each market where we operate and where we intend to operate. If there is an unanticipated new regulation that significantly affects our use and sourcing of various components or requires more expensive components, that regulation may adversely affect our business, financial condition and results of operations. Some of our customers or partners may also require that we comply with their own unique requirements relating to these matters. If we fail to adhere to such requirements or new regulations or fail to continually monitor updates to existing regulations, we may be subject to litigation, loss of customers or partners or negative publicity, any of which may adversely affect our business, financial condition and results of operations.

Risks Related to Financial and Tax Matters

We require a significant amount of capital to fund our operations and growth. If we cannot obtain sufficient capital on acceptable terms, our business, financial condition, and results of operations may be adversely affected.

The development and commercialization of our AV technology and solutions are capital-intensive. Our limited operating history means we have limited historical data on the demand for our solutions. As a result, our future capital requirements are uncertain and actual capital requirements may differ from those currently anticipated, particularly as we incur additional costs associated with operating as a public company. We expect to focus our investments on scaling our commercial operations and expect to continue investing in R&D to further enhance our AV technology. We may need to seek equity or debt financing, including in the form of issuing equity and equity-linked securities and incurring additional indebtedness, to fund a portion of our future expenditures. Such financing might not be available to us in a timely manner, on terms that are acceptable, or at all.

Our ability to obtain the necessary financing to carry out our business plan is subject to a number of factors, including general market conditions, our financial condition, investor acceptance of our business plan, regulatory requirements and the scale of our commercial operations. We may raise these additional funds through the issuance of equity, equity-linked, or debt securities. To the extent that we raise additional financing by issuing equity securities or

equity-linked securities, our stockholders may experience substantial dilution. To the extent we engage in additional debt financing, we may become subject to further restrictive covenants that may limit our flexibility in conducting future business activities. Financial institutions may request credit enhancements such as third-party guarantees and pledges of equity interest in order to extend loans to us. We cannot be certain that additional funds will be available to us on attractive terms when required, or at all. If we cannot raise additional funds when we need them, our business, financial condition and results of operations may be adversely affected.

Our estimates of our cash needs may prove inaccurate in which case we may need to raise capital or change our operating plans and timelines.

We are spending significant amounts to develop our business and have estimated, inclusive of the 2026 PIPE Transaction, how much cash we will need on a quarterly basis until we need to raise additional funds or become cash flow positive, and we expect to be able to fund our business plan into the second quarter of 2027. Our estimates are based on our current operating plan and are subject to significant uncertainties and contingencies, many of which are beyond our control. Our estimates regarding our cash requirements and ability to fund our business plan through a certain period may prove inaccurate, causing the actual amount to differ from our estimates. We expect to seek additional funding through debt or equity offerings to fund our operating plan. We may also find that our business operations are more expensive than we currently anticipate or that these efforts may not result in revenues, which may further increase our cash needs and losses. If our cash expenditures are higher than expected, we may need to raise additional capital or adjust our operating plans and timelines. There can be no assurance that we will be able to raise additional capital on acceptable terms or at all.

We have relied upon, and may continue to rely upon, certain assumptions and estimates to calculate certain metrics, including our Cumulative Hours of Paid Driverless Operations, and real or perceived inaccuracies in such metrics may adversely affect our business, financial condition, and results of operations.

Certain of the metrics and figures that we disclose, such as Cumulative Hours of Paid Driverless Operations, have been calculated using internal company data that has not been independently verified. While these metrics and figures are based on what we believe to be reasonable calculations for the applicable periods of measurement, there are inherent challenges in measuring these metrics and figures. We regularly review our metrics, and may adjust our processes for calculating metrics and other figures to improve their accuracy, but these efforts may not prove successful, and we may discover material inaccuracies. In addition, our methodologies for calculating these metrics may be updated from time to time and may differ from the methodologies used by other companies to calculate similar metrics and figures. We may also discover unexpected errors in the data that we are using that resulted from technical or other errors.

In addition, our total addressable market and opportunity estimates are subject to significant uncertainty and are based on assumptions and estimates that may prove inaccurate. The projections, forecasts and estimates that we disclose from time to time relating to the expected size and growth of the markets for AV technology may prove similarly imprecise. There is no guarantee that we will be able to successfully commercialize our solutions at scale within the addressable market opportunities presented. Even if the market in which we compete meets our size estimates and growth forecasts, our business could fail to grow at the levels we expect or at all for a variety of reasons outside our control, including competition in our industry. If securities analysts or investors do not consider any metric we may disclose in the future to be accurate representations of our business, or if we discover material inaccuracies in our estimates, then the market price of our securities may decline, and our business, financial condition, and results of operations may be adversely affected.

Our business and financial performance may differ materially from the operational and financial targets that we disclose, and we may not achieve those targets on the timeframe we expect, or at all.

We have in the past, and may in the future, publicly disclose operational and financial targets and other forward-looking projections regarding our business, including targets relating to the number of trucks we expect to deploy, our expected annualized run-rate revenue, and the timing at which we expect to achieve free cash flow breakeven. These targets are based on numerous assumptions and estimates regarding our business, our customers, our suppliers, the autonomous trucking industry, and general economic, regulatory, and competitive conditions, many of which are inherently uncertain and outside of our control. These assumptions and estimates include, without limitation, our expectations regarding: our ability to obtain timely and full funding for our business plan on acceptable terms; our ability to materially lower the cost of our autonomous driving hardware; delivery of technology and performance improvements across expanding ODDs on increasingly shorter timeframes; our ability to secure increasing customer agreements, on pricing and economic terms similar to our existing customer contracts; the transition of our existing TaaS commercial arrangements to Daas commercial arrangements; commercial cooperation from and collaboration with suppliers, partners, OEMs and other

third parties; limited regulatory constraints on our expansion plans; and our ability to realize significant operating leverage as we scale. If our assumptions and estimates prove to be inaccurate, our actual results could differ materially from these targets, and we may not achieve such targets on the timeframe we currently expect, or at all.

Factors that could cause or contribute to differences between our actual results and our disclosed targets include, but are not limited to, those described above and elsewhere in this "Risk Factors" section contained in this Quarterly Report, some or all of which are not predictable or within our control. If we fail to achieve our targets, or if we revise or withdraw them, investors' perception of our business and prospects may be adversely affected, and the price of our securities could decline.

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

The preparation of our financial statements in conformity with GAAP requires management to make judgments, estimates, and assumptions that affect the amounts reported in the financial statements and accompanying notes. We base our estimates in part on historical experience, market observable inputs, if available, and various other assumptions that we believe to be reasonable under the circumstances, as provided in the section titled "*Management's Discussion and Analysis of Financial Condition and Results of Operations—Critical Accounting Estimates*." Significant judgments, estimates, and assumptions used in preparing our financial statements include, or may in the future include, those related to revenue recognition, stock-based compensation, and valuation of financial instruments. Our results of operations may be adversely affected if our assumptions change or if actual circumstances differ from those in our assumptions, which may cause our results of operations to fall below the expectations of securities analysts and investors, resulting in a decline in the trading price of our securities.

Our current and future insurance coverage may not be adequate to protect us from all business risks or may be prohibitively expensive.

In the ordinary course of business, we may be subject to losses resulting from product liability, accidents, acts of God, errors and omissions, cyber claims, and other claims against us, for which we may have insufficient insurance coverage or no insurance coverage. Further, because we operate in a new and thus inherently risky industry, insurance policies may not be available to us on terms and rates that are acceptable to us or at all. In addition, as a general matter, the policies that we do have may include significant deductibles or self-insured retentions. Accordingly, we cannot be certain that our current and future insurance coverage will be sufficient to cover all future losses or claims against us. A loss that is uninsured or which exceeds policy limits may require us to pay substantial amounts, which may adversely affect our business, financial condition and results of operations. Further, actions or inactions of others in our industry, through no fault of our own, may materially increase the cost of insurance and/or materially decrease the coverage available to us on commercially reasonable terms. Insurance policies may not exist, or may be insufficient, for possible novel claims or causes of action which may be pled or come into existence in the future based upon our continued development of new technologies.

If we are unable to develop and maintain an effective system of internal control over financial reporting, we may not be able to accurately report our financial results in a timely manner, which may adversely affect investor confidence in us and adversely affect our business and operating results.

As a public company, we are subject to the reporting requirements of the Exchange Act, the Sarbanes-Oxley Act, and Nasdaq listing standards. Among other things, the Sarbanes-Oxley Act and related Exchange Act rules require that we maintain effective disclosure controls and procedures and internal control over financial reporting. Section 404 of the Sarbanes-Oxley Act requires that we evaluate and report on our system of internal controls. We currently qualify as an "emerging growth company" as defined in the Jumpstart Our Business Startups Act (the "JOBS Act") and, as such, have been exempt from the auditor attestation requirements of Section 404(b) of the Sarbanes-Oxley Act. We expect to cease qualifying as an emerging growth company as of December 31, 2026, and we expect our independent registered public accounting firm to be required to attest to the effectiveness of our internal control over financial reporting beginning with our Annual Report on Form 10-K for the fiscal year ending December 31, 2026.

We are continuing to develop and refine our disclosure controls and other procedures that are designed to assure 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 management, including our principal executive and financial officers, to allow timely decisions regarding disclosure. We are also continuing to improve our internal control

over financial reporting, including in preparation for our first auditor attestation report on the effectiveness of our internal control over financial reporting. We have expended, and anticipate that we will continue to expend, significant resources to maintain and improve the effectiveness of our disclosure controls and procedures and internal control over financial reporting.

Our current controls and any new controls that we develop may become inadequate because of changes in the conditions in our business. Further, weaknesses in our disclosure controls or our 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, may 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 may also 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 we will be required to include in our periodic reports beginning with our Annual Report on Form 10-K for the fiscal year ending December 31, 2026. When our independent registered public accounting firm is first required to attest to the effectiveness of our internal control over financial reporting, it may issue a report that is adverse in the event that it is not satisfied with the level at which our internal control over financial reporting is documented, designed, or operating. Ineffective disclosure controls and procedures and internal control over financial reporting may also cause investors to lose confidence in our reported financial and other information, which would likely adversely affect the market price of our securities. In addition, if we are unable to continue to meet these requirements, we may not be able to remain listed on Nasdaq.

Any failure to maintain effective disclosure controls and internal control over financial reporting may adversely affect our business, financial condition, and results of operations and may cause a decline in the market price of our securities.

Unanticipated changes in effective tax rates, adverse outcomes resulting from examination of our income, changes in tax laws or regulations, changes in our ability to utilize our net operating loss, or other tax-related changes may adversely affect our business, prospects, financial condition, and results of operations.

We are subject to income and other taxes in the United States and other jurisdictions, each of which has its own rules. Our current and future effective tax rates may be subject to volatility or adversely affected by a number of factors, including changes in the valuation of our deferred tax assets and liabilities; expected timing and amount of the release of any tax valuation allowances; tax effects of stock-based compensation; changes in tax laws, regulations or interpretations thereof; or lower than anticipated future earnings in jurisdictions where we have lower statutory tax rates and higher than anticipated future earnings in jurisdictions where we have higher statutory tax rates. In addition, we may be subject to audits of our income, sales and other taxes by taxing authorities. Although we believe our tax liabilities are reasonably estimated and accounted for in accordance with applicable laws and principles, an adverse resolution by one or more taxing authorities may have a material impact on our business, financial condition, or results of operations.

Recent changes and currently proposed changes in tax laws may have a material adverse effect on our business, cash flow, results of operations or financial conditions.

We are and will be generally subject to tax laws, regulations, and policies of several taxing jurisdictions. In addition, potential changes in tax laws, as well as other factors, may cause us to experience fluctuations in our future tax obligations and effective tax rates and otherwise adversely affect our future tax positions and/or our future tax liabilities. For example, in August of 2022, the United States enacted a 1% stock repurchase excise tax and a 15% alternative minimum tax on adjusted financial statement income as part of the Inflation Reduction Act of 2022. Additionally, the One Big Beautiful Bill Act (or "OBBB Act"), enacted on July 4, 2025, among other changes, added Section 174A to the Code, permitting the deduction of certain U.S. research and development expenditures incurred in tax years beginning on or after January 1, 2025, but expenditures attributable to research and development conducted outside the U.S. continue to be required to be capitalized and amortized over a 15-year period. We are currently evaluating the full impact of the OBBB Act on us. Further, many countries, and organizations such as the Organization for Economic Cooperation and Development (the "OECD") have proposed implementing changes to existing tax laws. The OECD has made proposals regarding the implementation of a global minimum tax of at least 15% for multinationals with global revenue exceeding certain thresholds, known as "Pillar Two." The OECD and participating jurisdictions have agreed to a "side-by-side" elective safe harbor that would exempt electing U.S.-parented multinational entities from certain provisions of Pillar Two for fiscal years beginning on or after January 1, 2026. Any of these or other developments or changes in U.S. federal, state, or international tax laws or tax rulings may adversely affect our current and future effective tax rate and our operating results.

There can be no assurance that our current and future effective tax rates or tax payments will not be adversely affected by these or other developments or changes in law.

Our ability to utilize our net operating loss carryforwards may be limited.

As of December 31, 2025, we had estimated U.S. federal and state net operating loss carryforwards of approximately $288.7 million and $180.9 million, respectively. Our U.S. state net operating loss carryforwards subject to expiration will begin to expire in 2039. In general, we may potentially use these net operating losses to offset taxable income for U.S. federal and state income tax purposes. Furthermore, our U.S. federal net operating losses generally may only be used to offset 80% of our taxable income. This may require us to pay U.S. federal income taxes in future years despite generating a loss for U.S. federal income tax purposes in prior years. Limitations under state law may differ. We have established a valuation allowance against the carrying value of these deferred tax assets.

In addition to the potential net operating loss limitations previously noted above, under Section 382 of the Internal Revenue Code, a corporation that undergoes an "ownership change" is subject to limitations on its ability to use its pre-change net operating loss carryforwards to offset future taxable income. The limitations apply if a corporation undergoes an "ownership change," which is generally defined as a greater than 50 percentage point change (by value) in its equity ownership by one or more stockholders or groups of stockholders who own at least 5% of a company's stock over a rolling three-year period. If we have experienced an ownership change at any time since our incorporation, we may already be subject to limitations on our ability to utilize our existing net operating loss carryforwards and other tax attributes to offset taxable income or tax liability. In addition, future changes in our stock ownership, which may be outside of our control, may trigger an ownership change. Similar provisions of state tax law may also apply to limit our use of accumulated state tax attributes. As a result, even if we earn net taxable income in the future, our ability to use our pre-change net operating loss carryforwards and other tax attributes to offset such taxable income or tax liability may be subject to limitations, which may potentially result in increased future income tax liability to us. In addition, for state income tax purposes, there may be periods during which the use of net operating loss carryforwards is suspended or otherwise limited, which could accelerate or permanently increase state taxes owed. For example, California recently enacted legislation that limits the use of state net operating losses for taxable years beginning on or after January 1, 2024 and before January 1, 2027.

We may incur substantial indebtedness which may adversely affect our business and limit our ability to plan for or respond to changes in our business.

We have in the past incurred and may continue to incur substantial indebtedness. Our ability to make payments on our debt obligations and to fund planned capital expenditures depends on our ability to generate cash from our future operations. To a certain extent, this is subject to financial, competitive, legislative, regulatory and other factors that are beyond our control. In addition, if we cannot service our indebtedness, we may have to take actions such as selling assets, seeking additional equity or reducing or delaying capital expenditures, strategic investments and alliances, any of which may impede the implementation of our business plans, prevent us from entering into transactions that may otherwise benefit our business and/or adversely affect our financial condition and results of operations. We may not be able to refinance our indebtedness or take such other actions, if necessary, on commercially reasonable terms, or at all.

Our credit facilities contain restrictive covenants and other terms that may impair our ability to conduct business.

Among other things, and in each case subject to certain exceptions, our credit facilities contain a number of customary affirmative and negative covenants that will limit or restrict our ability to: incur additional indebtedness (including guaranty obligations); incur liens; engage in mergers, consolidations, liquidations and dissolutions; sell assets; pay dividends and make other payments in respect of capital stock; make acquisitions, investments, loans and advances; make payments on or modify the terms of certain existing indebtedness; engage in certain transactions with affiliates; enter into pledges with respect to our intellectual property; and change our line of business. As a result of these covenants and restrictions, we are limited in how we conduct our business. We may also be unable to raise additional debt or other financing to compete effectively or to take advantage of new business opportunities. Our ability to comply with these covenants and restrictions may be affected by events beyond our control. Breaches of these covenants and restrictions may result in a default under the credit facilities, which would give the lenders the right to terminate their commitments to provide additional loans under the credit facilities and to declare all borrowings, together with accrued and unpaid interest and fees, to be immediately due and payable. The terms of any future indebtedness we may incur may include additional restrictive covenants. We may not be able to maintain compliance with these covenants. If we fail to do so, we may not be able to obtain waivers from the lenders or amend the covenants, which may adversely affect our business, financial condition and results of operations.

We may be unable to generate sufficient cash flow to satisfy our significant debt service obligations, which may adversely affect our business, financial condition, results of operations, and cash flows.

Our ability to make scheduled payments on or to refinance our debt obligations depends on our financial condition and results of operations, which are subject to prevailing economic and competitive conditions and to certain financial, business, legislative, regulatory, and other factors beyond our control. We may not be able to maintain a level of cash flows from operating activities sufficient to permit us to pay the principal, premium, if any, or interest on our indebtedness. If our cash flows and capital resources are insufficient to fund our debt service obligations, we may be forced to reduce or delay strategic acquisitions and partnerships, capital expenditures, and payments on account of other obligations, seek additional capital, restructure, or refinance our indebtedness, or sell assets. These alternative measures may not be successful and may not permit us to meet our scheduled debt service obligations. Our ability to restructure or refinance our debt will depend on the condition of the capital markets and our financial condition at such time. Any refinancing of our debt could be at higher interest rates and could require us to comply with more onerous covenants, which could further restrict our business operations. In addition, we cannot assure you that we will be able to refinance any of our indebtedness on commercially reasonable terms, or at all.

If we are unable to repay or otherwise refinance our indebtedness when due, or if any other event of default is not cured or waived, the applicable lenders could accelerate our outstanding obligations or proceed against the collateral granted to them to secure that indebtedness. Should that occur, it could force us into bankruptcy or liquidation. In the event the applicable lenders accelerate the repayment of our borrowings, we may not have sufficient assets to repay that indebtedness. Any acceleration of amounts due under the agreements governing our credit facilities or the exercise by the applicable lenders of their rights under the security documents could have a material and adverse effect on our business.

There is substantial doubt about our ability to continue as a "going concern."

Although our audited financial statements for the years ended December 31, 2025, 2024, and 2023 were prepared under the assumption that we will continue our operations as a going concern, we have incurred and expect to continue to incur significant expenses and operating losses. Management has concluded that these circumstances raise substantial doubt about our ability to continue as a going concern, and the reports of our independent registered public accounting firms that accompany our financial statements for the years ended December 31, 2025, 2024, and 2023 include an explanatory paragraph which states certain conditions exist that raise substantial doubt about our ability to continue as a going concern in relation to the foregoing.

Our future capital requirements will depend on many factors, including the rate of adoption of the Kodiak Driver and our DaaS model and the associated revenue growth, the expenses associated with such growth, and the timing and extent of our research and development efforts. If we are unable to raise sufficient capital when needed, our business, financial condition and results of operations may be adversely affected, and we may need to significantly modify our operational plans to continue as a going concern. We do not anticipate that our cash and cash equivalents as of September 30, 2026 will be sufficient to meet our capital requirements for at least one year under our current operating plan. We expect to be able to fund our business plan into the second quarter of 2027. See Note 12 to our condensed consolidated financial statements included in Part I, Item 1 of this Quarterly Report for additional information regarding the 2026 PIPE Transaction. We expect to seek additional funding from debt or equity offerings, which may result in substantial dilution or additional restrictive covenants. If we do not generate sufficient cash to fund our operating plan, we may also adjust our operating plan to reduce our research and development initiatives, lower our anticipated growth plans or liquidate our assets, among other things. To the extent any or all of these events were to occur, our business, operating results, financial condition and prospects may be materially and adversely affected. In conjunction with such a liquidation, the values we receive for our assets in liquidation or dissolution may be significantly lower than the values reflected in our financial statements. Our lack of cash resources and our potential inability to continue as a going concern may adversely affect our stock price and our ability to raise new capital or to enter into critical contractual relations with third parties due to concerns about our ability to meet our contractual obligations.

The financial statements contained elsewhere in this Quarterly Report do not include any adjustments that might result from our inability to continue as a going concern. Please see the section of this Quarterly Report titled "*Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources*" for additional information.

Risks Related to Our Securities

There can be no assurance that we will be able to comply with the continued listing standards of Nasdaq.

Our common stock and Public Warrants are listed on Nasdaq under the symbols "KDK" and "KDKRW," respectively. Although we currently meet the continued listing standards set forth in the Nasdaq listing standards, we cannot assure you that our securities will continue to be listed on Nasdaq in the future. To continue listing our securities on Nasdaq, we must maintain certain financial, distribution and share price levels. Generally, we must maintain a minimum market capitalization (generally $50 million), a minimum market capitalization attributable to publicly held shares (generally $15 million), a minimum number of holders of our securities (generally 400 public holders), and a minimum closing bid price of $1.00 per share.

If Nasdaq delists our securities from trading on its exchange and we are not able to list our securities on another stock exchange, we expect our securities could be quoted on an over-the-counter market. If this were to occur, we could face significant material adverse consequences, including:

- a limited availability of market quotations for our securities;
- reduced liquidity for our securities;
- a determination that our securities are a "penny stock" which will require brokers trading in our securities to adhere to more stringent rules and possibly result in a reduced level of trading activity in the secondary trading market for our securities;
- a limited amount of news and analyst coverage; and
- a decreased ability to issue additional securities or obtain additional financing in the future.

An active trading market for our securities may not develop, which may limit your ability to sell such securities.

Although we list our common stock and Public Warrants on Nasdaq under the ticker symbols "KDK" and "KDKRW," respectively, an active trading market for such securities may never develop or be sustained. A public trading market having the desirable characteristics of depth, liquidity and orderliness depends upon the existence of willing buyers and sellers at any given time, such existence being dependent upon the individual decisions of buyers and sellers over which neither we nor any market maker has control. The failure of an active and liquid trading market to develop and continue would likely have a material adverse effect on the value of our common stock and Public Warrants. An inactive market may also impair our ability to raise capital to continue to fund operations by issuing our common stock and Public Warrants.

Delaware law and our Certificate of Incorporation and Bylaws contain certain provisions, including anti- takeover provisions, that limit the ability of stockholders to take certain actions and could delay or discourage takeover attempts that stockholders may consider favorable.

Our Certificate of Incorporation, Bylaws and the DGCL contain provisions that could have the effect of rendering more difficult, delaying, or preventing an acquisition deemed undesirable by our Board and therefore depress the trading price of our common stock. These provisions could also make it difficult for stockholders to take certain actions, including electing directors who are not nominated by the then-current members of our Board or taking other corporate actions, including effecting changes in management. Among other things, our Certificate of Incorporation and Bylaws include provisions regarding:

- the ability of our Board to issue shares of our preferred stock, known as "blank check" preferred stock, and to fix by resolution or resolutions the designations, powers, preferences and rights, and the qualifications, limitations or restrictions thereof, of any series of our preferred stock, without stockholder approval, which could be used to significantly dilute the ownership of a hostile acquirer;
- the limitation of the liability of, and the indemnification of, our directors and officers;
- the right, subject to the rights of holders of our preferred stock to elect directors under specific circumstances, of our Board to appoint a director to fill a vacancy or unfilled seat created by the expansion of our Board or the resignation, death or removal of a director, which prevents stockholders from being able to fill vacancies or other unfilled seats on our Board;

- the requirement, so long as our Board is classified, that directors may only be removed from our Board for cause and upon the affirmative vote of the holders of at least the majority of the total voting power of our issued and outstanding common stock entitled to vote in the election of directors, voting as a single class;
- the requirement that, subject to the terms of any series of our preferred stock, a special meeting of stockholders may be called only by: (i) our Board acting pursuant to a resolution adopted by a majority of the directors then serving on our Board; (ii) the chairperson of our Board; or (iii) our Chief Executive Officer or president and the explicit prohibition on stockholders calling a special meeting, which could delay the ability of stockholders to force consideration of a proposal or to take action, including the removal of directors;
- controlling the procedures for the conduct and scheduling of our Board and stockholder meetings;
- the requirement for the affirmative vote of holders of at least 66 2/3% of the total voting power of all of our then outstanding voting securities entitled to vote thereon, voting together as a single class, to amend or modify certain provisions in our Certificate of Incorporation which could preclude stockholders from bringing matters before annual or special meetings of stockholders and delay changes in our Board and also may inhibit the ability of an acquirer to effect such amendments to facilitate an unsolicited takeover attempt;
- the ability of our Board to alter or amend our Bylaws, which may allow our Board to take additional actions to prevent an unsolicited takeover and inhibit the ability of an acquirer to amend our Bylaws to facilitate an unsolicited takeover attempt; and
- advance notice procedures with which our stockholders must comply to nominate candidates to our Board or to propose matters to be acted upon at a stockholders' meeting, which could preclude stockholders from bringing matters before annual or special meetings of stockholders and delay changes in our Board and also may discourage or deter a potential acquirer from conducting a solicitation of proxies to elect the acquirer's own slate of directors or otherwise attempting to obtain our control.

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

As a Delaware corporation, we are generally subject to provisions of Delaware law, including the DGCL.

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

Our Bylaws designate a state or federal court located within the State of Delaware as the exclusive forum for certain types of actions and proceedings, and the federal district courts as the exclusive forum for Securities Act claims, which could limit our stockholders' ability to choose the judicial forum for disputes with us or our directors, officers, stockholders or employees.

Our Bylaws provide that, unless we consent in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware (or, if the Court of Chancery does not have jurisdiction, another state court in Delaware or the U.S. District Court for the District of Delaware) shall, to the fullest extent permitted by law, be the sole and exclusive forum for (i) any derivative action, suit or proceeding brought on our behalf, (ii) any action, suit or proceeding asserting a claim of breach of a fiduciary duty owed by any of our director, stockholder, officer or other employee to us or our stockholders, (iii) any action, suit or proceeding arising pursuant to any provision of the DGCL, our Certificate of Incorporation or our Bylaws (as either may be amended from time to time) or (iv) any action, suit or proceeding asserting a claim governed by the internal affairs doctrine, except for, as to each of (i) through (iv) above, any claim as to which such court determines that there is an indispensable party not subject to the jurisdiction of such court (and the indispensable party does not consent to the personal jurisdiction of such court within 10 days following such determination). If any action the subject matter of which is within the scope of the immediately preceding sentence is filed in a court other than the Court of Chancery in the State of Delaware (a "Foreign Action") in the name of any stockholder, such stockholder shall be deemed to have consented to (i) the personal jurisdiction of the state and federal courts in the State of Delaware in connection with any action brought in any such court to enforce the provisions of the immediately preceding sentence and (ii) having service of process made upon such stockholder in any such action by service upon such stockholder's counsel in the Foreign Action as agent for such stockholder. Our Bylaws also provide that, to the fullest extent permitted by law, the federal district courts of the United States will be the sole and exclusive forum for the resolutions of any complaint asserting a cause or causes of action arising under the Securities Act. This provision in our Bylaws would not address or apply to claims that arise under the Exchange Act. Section 27 of the Exchange Act creates exclusive federal jurisdiction

over all suits brought to enforce any duty or liability created by the Exchange Act or the rules and regulations under the Exchange Act. To the extent these provisions could be construed to apply to such claims, there is uncertainty as to whether a court would enforce such provisions in connection with such claims, and stockholders cannot waive compliance with the federal securities laws and the rules and regulations under the federal securities laws.

Any person or entity purchasing, holding or otherwise acquiring any interest in any of our securities will be deemed to have notice of and consented to the provisions of our Bylaws described in the preceding paragraph. 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, stockholders or other employees, which may discourage lawsuits against us and our directors, officers, stockholders and other employees. The enforceability of similar exclusive-forum provisions in other companies' certificates of incorporation has been challenged in legal proceedings, and it is possible that, in connection with one or more actions or proceedings described above, a court could rule that this provision in our Bylaws is inapplicable or unenforceable. If a court were to find these exclusive-forum provisions to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving the dispute in other jurisdictions, which could harm our results of operations.

Our Certificate of Incorporation does not limit the ability of the SPAC Sponsor, certain affiliates or funds associated with the SPAC Sponsor or our non-employee directors to compete with us.

Ares Acquisition Holdings II LP (the "SPAC Sponsor"), certain affiliates or funds associated with the SPAC Sponsor and our non-employee directors and their respective affiliates engage in a broad spectrum of activities, including investments in similar business activities or lines of business in which we now engage or propose to engage. In the ordinary course of their business activities, the SPAC Sponsor, certain affiliates or funds associated with the SPAC Sponsor and our non-employee directors and their respective affiliates may engage in activities in which their interests conflict with our interests or those of our stockholders. Our Certificate of Incorporation provides that, to the fullest extent permitted by law, none of the SPAC Sponsor, certain affiliates or funds associated with the SPAC Sponsor, our non-employee directors or any of their respective affiliates (including any non-employee director who serves as our officer in such person's director and officer capacities) has any duty to refrain from engaging, directly or indirectly, in the same business activities or similar business activities or lines of business in which we engage or propose to engage or otherwise competing with us, our stockholders, or any of our affiliates.

Further, to the fullest extent permitted by law, in the event that any of the SPAC Sponsor, certain affiliates or funds associated with the SPAC Sponsor and our non-employee directors and their respective affiliates acquires knowledge of a potential transaction or other business opportunity which may be a corporate opportunity for itself, herself or himself and us or any of our affiliates, they will have no duty to communicate or offer such transaction or other business opportunity to us or any of our affiliates and will not be liable to us or our stockholders or to any of our affiliates for breach of any fiduciary duty as a stockholder, director or officer of ours solely by reason of the fact that they pursue or acquire such corporate opportunity for themselves, offer or direct such corporate opportunity to another Person, or do not communicate information regarding such corporate opportunity to us or any of our affiliates. The SPAC Sponsor, certain affiliates or funds associated with the SPAC Sponsor and their respective directors and officers may pursue, in their capacities other than as directors of our Board, acquisition opportunities that may be complementary to our business, and, as a result, those acquisition opportunities may not be available to us. The SPAC Sponsor, certain affiliates or funds associated with the SPAC Sponsor and their respective directors and officers may have an interest in pursuing acquisitions, divestitures and other transactions that, in its judgment, could enhance its investment, even though such transactions might involve risks to you.

Our business and operations could be negatively affected if we become subject to any securities litigation or stockholder activism, which could cause us to incur significant expense, hinder execution of business and growth strategy and impact our stock price.

In the past, following periods of volatility in the market price of a company's securities, securities class action litigation has often been brought against that company. Stockholder activism, which could take many forms or arise in a variety of situations, has been increasing recently. Volatility in the stock price of our common stock or other reasons may in the future cause it to become the target of securities litigation or stockholder activism. Securities litigation and stockholder activism, including potential proxy contests, could result in substantial costs and divert management's and our Board's attention and resources from our business, which may adversely affect our business, financial condition and results of operations. Additionally, such securities litigation and stockholder activism could give rise to perceived uncertainties as to our future, adversely affect its relationships with service providers and make it more difficult to attract and retain

qualified personnel. We may also be required to incur significant legal fees and other expenses related to any securities litigation and activist stockholder matters.

Further, our stock price could be subject to significant fluctuation or otherwise be adversely affected by the events, risks and uncertainties of any securities litigation and stockholder activism.

Risks Related to Our Warrants

We may amend the terms of the Public Warrants in a manner that may be adverse to holders of Public Warrants with the approval by the holders of at least 50% of the then-outstanding Public Warrants. As a result, the exercise price of your Public Warrants could be increased, the exercise period could be shortened and the number of shares of common stock purchasable upon exercise of a Public Warrant could be decreased, all without your approval.

The Public Warrants are issued under a Warrant Agreement (the "Warrant Agreement"). The Warrant Agreement provides that the terms of the Public Warrants may be amended with the approval of the holders of at least 50% of the then-outstanding Public Warrants to make any change that adversely affects the interests of the registered holders of Public Warrants. Accordingly, we may amend the terms of the Public Warrants in a manner adverse to a holder if holders of at least 50% of the then-outstanding Public Warrants approve of such amendment and, solely with respect to any amendment to the terms of the Private Placement Warrants or any provision of the purchase agreement with respect to the Private Placement Warrants, 50% of the number of the then-outstanding Private Placement Warrants. Examples of such amendments could be to increase the exercise price of the Warrants, convert the Warrants into cash, shorten the exercise period or decrease the number of shares of common stock purchasable upon exercise of a Warrant.

The Warrant Agreement designates the courts of the State of New York or the U.S. District Court for the Southern District of New York as the sole and exclusive forum for certain types of actions and proceedings that may be initiated by holders of our Public Warrants, which could limit the ability of Public Warrant holders to obtain a favorable judicial forum for disputes with us.

Subject to applicable law, the Warrant Agreement provides that: (i) any action, proceeding, claim or dispute against us arising out of or relating in any way to the Warrant Agreement, including under the Securities Act, will be brought and enforced in the courts of the State of New York or the U.S. District Court for the Southern District of New York; and (ii) that we irrevocably submit to such jurisdiction, which jurisdiction shall be the exclusive forum for any such action, proceeding or claim. We will waive any objection to such exclusive jurisdiction and that such courts represent an inconvenient forum. However, with respect to any complaint asserting a cause of action arising under the Securities Act or the rules and regulations promulgated thereunder, there is uncertainty as to whether a court would enforce this provision, because Section 22 of the Securities Act creates concurrent jurisdiction for state and federal courts over all suits brought to enforce any duty or liability created by the Securities Act or the rules and regulations thereunder.

Notwithstanding the foregoing, these provisions of the Warrant Agreement will not apply to suits brought to enforce any liability or duty created by the Exchange Act or any other claim for which the federal district courts of the U.S. are the sole and exclusive forum. Any person or entity purchasing or otherwise acquiring any interest in any of the Public Warrants shall be deemed to have notice of and to have consented to the forum provisions in the Warrant Agreement. If any action, the subject matter of which is within the scope of the forum provisions of the Warrant Agreement, is filed in a court other than a court of the State of New York or the U.S. District Court for the Southern District of New York (a "foreign action") in the name of any holder of the Public Warrants, such holder shall be deemed to have consented to: (i) the personal jurisdiction of the state and federal courts located in the State of New York in connection with any action brought in any such court to enforce the forum provisions (an "enforcement action"), and (ii) having service of process made upon such warrant holder in any such enforcement action by service upon such warrant holder's counsel in the foreign action as agent for such warrant holder.

This choice-of-forum provision may limit a warrant holder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us, which may discourage such lawsuits. Alternatively, if a court were to find this provision of the Warrant Agreement inapplicable or unenforceable with respect to one or more of the specified types of actions or proceedings, we may incur additional costs associated with resolving such matters in other jurisdictions, which could materially and adversely affect our business, financial condition and results of operations and result in a diversion of the time and resources of our management and members of our Board.

There is no guarantee that our Public Warrants will ever be in the money, and they may expire worthless.

The exercise price for our Public Warrants is $9.28 per share of our common stock, subject to adjustment. There is no guarantee that the Public Warrants will be in the money prior to their expiration, and as such, our Public Warrants may expire worthless.

Your Public Warrants may be redeemed prior to their exercise at a time that is disadvantageous to you.

We may redeem outstanding Public Warrants at any time after they become exercisable and prior to their expiration, at a price of $0.01 per warrant, if the closing price of our common stock equals or exceeds $14.53 per share (as adjusted for adjustments to the number of shares issuable upon exercise or the exercise price of a warrant) for any 20 trading days within a 30-trading day period ending on the third trading day prior to the date on which we send the notice of redemption to the warrant holders, and if certain other conditions are met. If and when the Public Warrants become redeemable by us, we may exercise our redemption right even if we are unable to register or qualify the underlying securities for sale under all applicable state securities laws. As a result, we may redeem Public Warrants even if the holders are otherwise unable to exercise the warrants. Redemption of the outstanding Public Warrants could force you to: (i) exercise your Public Warrants and pay the exercise price therefor at a time when it may be disadvantageous for you to do so; (ii) sell your Public Warrants at the then- current market price when you might otherwise wish to hold your Public Warrants; or (iii) accept the nominal redemption price which, at the time the outstanding warrants are called for redemption, is likely to be substantially less than the market value of your Public Warrants.

You may only be able to exercise your Public Warrants on a "cashless basis" under certain circumstances, and if you do so, you will receive fewer shares of our common stock from such exercise than if you were to exercise such Public Warrants for cash.

The Warrant Agreement provides that in the following circumstances holders of Public Warrants who seek to exercise their Public Warrants will not be permitted to do so for cash and will, instead, be required to do so on a cashless basis in accordance with Section 3(a)(9) of the Securities Act: (i) if the shares of our common stock issuable upon exercise of the Public Warrants are not registered under the Securities Act in accordance with the terms of the Warrant Agreement; (ii) if we have so elected and the shares of our common stock are at the time of any exercise of a Public Warrant not listed on a Stock Exchange such that they satisfy the definition of "covered securities" under Section 18(b)(1) of the Securities Act; and (iii) if we have so elected and we call the Public Warrants for redemption.

If you exercise your Public Warrants on a cashless basis, you would pay the warrant exercise price by surrendering the Public Warrants for that number of shares of our common stock equal to the quotient obtained by dividing: (i) the product of the number of shares of our common stock underlying the Public Warrants, multiplied by the excess of the "fair market value" of shares of our common stock (as defined in the next sentence) over the exercise price of the Public Warrants by (ii) the fair market value. The "fair market value" is the average reported closing price of the shares of our common stock for the ten trading days ending on the third trading day prior to the date on which the notice of exercise is received by the warrant agent or on which the notice of redemption is sent to the holders of Public Warrants, as applicable. As a result, you would receive fewer shares of our common stock from such exercise than if you were to exercise such Public Warrants for cash.

Our ability to require holders of our Public Warrants to exercise such Public Warrants on a cashless basis after we call the Public Warrants for redemption will cause holders to receive fewer shares of our common stock upon exercise than they would have received had they been able to pay the exercise price of their Public Warrants in cash.

If we call the Public Warrants for redemption, we may require all holders that wish to exercise Public Warrants to do so on a cashless basis. If we elect to require holders to exercise their Public Warrants on a cashless basis or if holders elect to do so when there is no effective registration statement, the number of shares of our common stock received by a holder upon exercise will be less than if such holder exercised his or her Public Warrant for cash. For example, if the holder is exercising 1,000 Public Warrants at $10.00 per share through a cashless exercise when our common stock has a fair market value of $20.00 per share, then upon the cashless exercise the holder will receive 500 shares of our common stock. The holder would have received 1,000 shares of our common stock if the exercise price was paid in cash. This will have the effect of reducing the potential "upside" of the holder's investment in us because the warrant holder will hold a smaller number of shares of our common stock upon a cashless exercise of the Public Warrants.

Risks Related to Our Organizational Structure

Sales of substantial amounts of our common stock in the public markets, or the perception that such sales could occur, may cause the market price of our securities to drop significantly, even if our business is doing well.

Sales of a substantial number of shares of our common stock in the public markets may occur at any time. Any future sales of a substantial number of shares of our common stock in the public market or the perception in the market that the holders of a large number of shares intend to sell shares, may reduce the market price of our common stock. Despite such a decline in the public trading price, certain stockholders may still experience a positive rate of return on the securities they purchased due to the lower price at which they purchased their shares compared to other public investors and be incentivized to sell its securities when others are not.

Under our Bylaws, all shares held by the SPAC Sponsor immediately prior to the Closing and all shares of our common stock issued or issuable as consideration under the BCA to Legacy Kodiak Securityholders were subject to lockup restrictions, subject to certain customary and other exceptions, until September 24, 2026 (the "Lockup Period"). Following the expiration of the Lockup Period, the applicable stockholders are not restricted from selling shares of our common stock held by them, other than by applicable securities laws. As such, sales of a substantial number of shares of our common stock in the public market have occurred and may continue to occur. As restrictions on resale end and registration statements are available for use, the sale or possibility of sale of these shares has had and may continue to have the effect of increasing the volatility in our share price or the market price of our securities may decline if the holders of previously restricted shares sell them or are perceived by the market as intending to sell them.

Further, a significant number of shares of our common stock are subject to issuance upon exercise of our outstanding warrants, and the number of shares covered by our outstanding warrants may increase. For example, the 2026 PIPE Warrants, 2025 PIPE Warrants and NRA Warrants contain anti-dilution adjustments, including with respect to certain issuances or sales of common stock at prices less than the exercise price then in effect. In connection with the consummation of the 2026 PIPE Transaction, the exercise price of the 2025 PIPE Warrants and NRA Warrants was adjusted to $6.00 per share. If we sell any shares of common stock at a price that is less than $6.00 per share, these anti-dilution adjustments would be triggered, reducing the exercise price of these warrants to the price at which such shares are sold and, in the case of the 2026 PIPE Warrants, increasing the number of shares of common stock issuable upon their exercise. Further, future adjustments to the exercise price of our outstanding warrants may result in substantial additional dilution to existing stockholders and may depress the market price of our common stock. For example, pursuant to the Warrant Agreement, the exercise price per share of the Private Placement Warrants and the Public Warrants were adjusted from $11.50 to $9.28 after trading closed on October 20, 2025. The issuance of the shares of common stock underlying these warrants or any adjustments to the exercise price of such warrants will have a dilutive impact on other stockholders and may reduce the market price of our common stock.

In addition, each share of our Series A Preferred Stock is convertible into common stock at any time at the option of the holder at a rate equal to the accrued value, divided by the then-applicable conversion price, plus any accrued but unpaid dividends on such share. In the event we elect to pay dividends in kind, the accrued value will increase, thereby increasing the number of shares of our common stock into which each share of our Series A Preferred Stock is convertible and the related voting power of the Series A Preferred Stock, which will be dilutive to other stockholders. For example, to date, we have elected to pay all accrued dividends on the Series A Preferred Stock in kind, which resulted in the accrued value of the Series A Preferred Stock increasing from $1,200.00 to $1,283.6.

The conversion price of our Series A Preferred Stock was initially $12.00, but is subject to adjustments for stock dividends, splits, combinations and similar events and customary anti-dilution adjustments, including with respect to certain future issuances or sales of common stock at prices less than the conversion price then in effect. In connection with the consummation of the 2026 PIPE Transaction, the conversion price was adjusted to $6.00 per share. If we sell any shares of common stock at a price that is less than $6.00 per share, these anti-dilution adjustments would be triggered, reducing the conversion price of the Series A Preferred Stock to the price at which such shares are sold and increasing the number of shares of common stock issuable upon conversion.The conversion of our Series A Preferred Stock to such shares of common stock or any adjustments to the conversion price will have a dilutive impact on other stockholders and may reduce the market price of our common stock.

Additionally, we have filed a registration statement to register shares reserved for future issuance under our 2025 Plan and the ESPP. Subject to the satisfaction of applicable vesting restrictions, the shares issued thereunder will be available for immediate resale in the public market. These sales, any future sales of a substantial number of shares of our common stock in the public market or the perception in the market that the holders of a large number of shares intend to sell shares, may reduce the market price of our common stock.

We have incurred and will continue to incur significant expenses and administrative burdens as a public company, which may adversely affect our business, prospects, financial condition, and results of operations.

As a public company, we face increased legal, accounting, administrative and other costs and expenses that we did not incur as a private company. The Exchange Act, Sarbanes-Oxley Act, including the requirements of Section 404, as well as rules and regulations subsequently implemented by the SEC, the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and the rules and regulations promulgated and to be promulgated thereunder, as well as the Public Company Accounting Oversight Board and the stock exchanges, impose additional reporting and other obligations on public companies. The development and implementation of the standards and controls necessary for us to achieve the level of accounting standards required of a public company in the United States may require costs greater than expected. We expect to expand our employee base and hire additional employees to support our operations as a public company, which will increase our operating costs in future periods.

Compliance with public company requirements has increased costs and made certain activities more time- consuming. A number of these requirements require us to carry out activities we have not done previously. For example, as a public company, we maintain board committees and internal controls and disclosure controls and procedures. In addition, we continue to incur expenses associated with SEC reporting requirements. Furthermore, if any issues in complying with those requirements are identified (for example, if the auditors identify a material weakness or significant deficiency in the internal control over financial reporting), we may incur additional costs rectifying those issues, and the existence of those issues may adversely affect our reputation or investor perceptions of us. In addition, as a public company, it is also more expensive to maintain director and officer liability insurance. Risks associated with our status as a public company may make it more difficult to attract and retain qualified persons to serve on our Board or as executive officers. The additional reporting and other obligations imposed by these rules and regulations have and will continue to increase legal and financial compliance costs and the costs of related legal, accounting and administrative activities. These increased costs will require us to reserve a significant amount of money that may otherwise be used to expand the business and achieve strategic objectives. Advocacy efforts by stockholders and third parties may also prompt additional changes in governance and reporting requirements, which may further increase costs.

Our management team has limited experience in operating a public company.

Our executive officers have limited experience in the management of a publicly traded company. Our management team may not successfully or effectively manage our recent transition to operating as a public company, which is subject to significant regulatory oversight and reporting obligations under federal securities laws and continuous scrutiny of securities analysts and investors. Their limited experience in dealing with the increasingly complex laws pertaining to public companies may be a significant disadvantage in that it is likely that an increasing amount of their time may be devoted to these activities which will result in less time being devoted to our management and growth.

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

Our Certificate of Incorporation and Bylaws provide that we will indemnify our directors and officers, in each case to the fullest extent permitted by Delaware law.

In addition, as permitted by Section 145 of the DGCL, our Bylaws and our indemnification agreements that we entered into with our directors and officers provide that:

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

- we are not obligated pursuant to our Bylaws to indemnify a person with respect to proceedings initiated by that person against us or our other indemnitees, except with respect to proceedings authorized by our Board or brought to enforce a right to indemnification;
- the rights conferred in our Bylaws are not exclusive, and we are authorized to enter into indemnification agreements with our directors, officers, employees and agents and to obtain insurance to indemnify such persons; and
- we may not retroactively amend our Bylaws provisions to reduce our indemnification obligations to directors, officers, employees and agents.

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

We have never declared or paid any cash dividends on our capital stock and do not intend to pay any cash dividends in the foreseeable future except for our dividend obligations with respect to the Series A Preferred Stock. We expect to retain future earnings, if any, to fund the development and growth of our business. Any future determination to pay dividends on our capital stock will be at the discretion of our Board subject to the limitations under the Certificate of Designation for our Series A Preferred Stock. Accordingly, investors must rely on sales of our securities after price appreciation, which may never occur, as the only way to realize any future gains on their investments.

The market price and trading volume of our common stock may be volatile and may decline significantly.

The stock markets, including Nasdaq, have from time to time experienced significant price and volume fluctuations. Even if an active, liquid and orderly trading market develops and is sustained for our common stock, the market price of our common stock may be volatile and may decline significantly. In addition, the trading volume in our common stock may fluctuate and cause significant price variations to occur. If the market price of our common stock declines significantly, you may be unable to resell your shares at an attractive price, or at all. We cannot assure you that the market price of our common stock will not fluctuate widely or decline significantly in the future in response to a number of factors, including, among others, the following:

- the realization of any of the risk factors presented in this Quarterly Report on Form 10-Q;
- changes in the industries in which we and our customers operate;
- developments involving our competitors;
- changes in laws and regulations affecting our business;
- actual or anticipated differences in our estimates, or in the estimates of analysts, for our revenues, results of operations, level of indebtedness, liquidity or financial condition;
- additions and departures of key personnel;
- failure to achieve technical or commercial milestones within anticipated timeframes;
- failure to comply with the requirements of the listing exchange;
- failure to comply with the Sarbanes-Oxley Act or other laws or regulations;
- future issuances, sales, resales or repurchases or anticipated issuances, sales, resales or repurchases, of our securities;
- publication of research reports by securities analysts about us or our competitors or our industry;
- the public’s reaction to our press releases, other public announcements and filings with the SEC;
- actions by stockholders, including sales of the securities;
- the performance and market valuations of other similar companies;
- commencement of, or involvement in, litigation involving us;
- broad disruptions in the financial markets, including sudden disruptions in the credit markets;
- speculation in the press or investment community;
- actual, potential or perceived control, accounting or reporting problems;

- changes in accounting principles, policies and guidelines; and
- other events or factors, including those resulting from infectious diseases, health epidemics and pandemics, natural disasters, war, acts of terrorism or responses to these events.

In the past, securities class-action litigation has often been instituted against companies following periods of volatility in the market price of their shares. This type of litigation may result in substantial costs and divert our management's attention and resources, which may have a material adverse effect on us.

If securities or industry analysts cease publishing research or reports about us, our business, or the market in which we operate, or if they change their recommendations regarding our securities adversely, the price and trading volume of our securities may decline.

The trading market for our securities will be influenced by the research and reports that industry or securities analysts may publish about us, our business, market or competitors. If any of the analysts who cover or may in the future cover us change their recommendation regarding our shares of common stock adversely, or provide more favorable relative recommendations about our competitors, the price of our common stock may likely decline. If any analyst who covers or may in the future cover us were to cease coverage of us or fail to regularly publish reports on us, we may lose visibility in the financial markets, which in turn may cause our share price or trading volume to decline.

We qualify as an "emerging growth company" within the meaning of the Securities Act. If we take advantage of certain exemptions from disclosure requirements available to emerging growth companies, this could make our securities less attractive to investors and may make it more difficult to compare our performance with other public companies.

We currently qualify as an "emerging growth company" as defined in Section 2(a)(19) of the Securities Act, as modified by the JOBS Act. As such, we are eligible for and intend to take advantage of certain exemptions or reduced disclosure obligations from various reporting requirements applicable to other public companies that are not emerging growth companies for as long as we continue to be an emerging growth company, including (i) the exemption from the auditor attestation requirements with respect to internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act, (ii) the exemptions from say-on-pay, say-on-frequency and say-on-golden parachute voting requirements and (iii) reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements. As a result, our stockholders may not have access to certain information they may deem important. We will cease to qualify as an emerging growth company on the last day of our fiscal year ending December 31, 2026 because our non-affiliate public float exceeded $700 million as of the last business day of our second fiscal quarter of 2026, at which time we will also become a "large accelerated filer" as defined in Rule 12b-2 under the Exchange Act. Additionally, under Section 2(a)(19) of the Securities Act, emerging growth company status would be lost immediately if we issued more than $1 billion in non-convertible debt in any three-year period. In addition, Section 107 of the JOBS Act also provides that an emerging growth company can take advantage of the exemption from complying with new or revised accounting standards provided in Section 7(a)(2)(B) of the Securities Act as long as we are an emerging growth company. An emerging growth company can therefore delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. We have elected not to opt out of such extended transition period and, therefore, we may not be subject to the same new or revised accounting standards as other public companies that are not emerging growth companies. This may make comparison of our financial statements with those of public companies that comply with public company effective dates difficult or impossible because of the potential differences in accounting standards used. Upon our loss of emerging growth company status, we will be required to comply with new or revised accounting standards on the effective dates applicable to public companies that are not emerging growth companies. As a result, we may be required to adopt certain accounting standards on an accelerated basis relative to our prior transition timeline, which could require additional resources and could impact our reported financial results and the comparability of our financial statements across periods. Investors may find our common stock less attractive because we rely on these exemptions or reduced disclosure obligations, which may result in a less active trading market for our common stock and its price may be more volatile.

General and Macroeconomic Risks

Our business is subject to the risks of earthquakes, fire, floods and other natural catastrophic events, global pandemics, and interruptions by man-made problems, such as terrorism. Material disruptions of our business or information systems resulting from these events may adversely affect our business, financial condition, and results of operations.

A significant natural disaster, such as an earthquake, fire, flood, hurricane or significant power outage or other similar events, such as infectious disease outbreaks or pandemic events, may adversely affect our business, financial

condition and results of operations. In particular, our corporate headquarters are located in the San Francisco Bay Area, a region known for seismic activity and increasingly for the threat of fires. Natural disasters and associated events may occur in the future with increasing frequency or severity as a result of climate change, which could cause business interruptions. In addition, natural disasters, acts of terrorism or war may cause disruptions in our remaining operations, our or our partners' businesses, our suppliers' or the economy as a whole. We also rely on information technology systems to communicate among our workforce and with third parties. Any disruption to our communications, whether caused by a natural disaster or by man-made problems, such as power disruptions, may adversely affect our business. We do not have a formal disaster recovery plan or policy in place and do not currently require that our partners have such plans or policies in place. All of the aforementioned risks may be further increased if our disaster recovery plans prove to be inadequate. Any of the foregoing may result in business interruptions that may adversely affect our business, financial condition and results of operations. Further, the insurance we maintain may be insufficient to cover our losses resulting from such business interruptions, and any incidents may result in loss of, or increased costs of, such insurance.

General business and economic conditions, and risks related to the long-haul trucking, industrial trucking, oil and gas and defense ecosystems, may adversely affect our business, financial condition, and results of operations.

Our performance is subject to macroeconomic conditions that are beyond our control and the effect of such conditions on levels of activity in ground transportation. Such macroeconomic factors include interest rates, the rate of inflation, unemployment levels, the availability of government stimulus and unemployment compensation payments, the impact of a federal government shutdown, supply chain constraints, trade barriers and sanctions, geopolitical conflicts, natural disasters, health epidemics, gasoline prices, adjustments in monthly payments, adjustable-rate mortgages and other debt payments, and consumer perceptions of economic condition. For example, changes in macroeconomic conditions due to actual or proposed tariff changes could increase consumer prices, unemployment rates, and inflation, each of which in turn could affect consumer spending and the amount of products requiring ground transportation by our customers or partners. A deterioration of macroeconomic conditions may therefore cause fluctuations in our ability to scale our commercial operations or adversely affect our business, financial condition, and results of operations.

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

Not applicable.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures.

Not applicable.

Item 5. Other Information.

Amendment of Second Lien Credit Facility

The information set forth below is included for the purpose of providing disclosure under "Item 1.01 - Entry into a Material Definitive Agreement" of Form 8-K.

On November 4, 2026, we entered into a Fourth Amendment to the Second Lien Loan and Security Agreement to extend the contractual maturity date from October 1, 2026 to June 1, 2027, modify the mandatory prepayment provisions and conversion mechanics, and make conforming changes to align certain provisions with the 2025 Credit Facility. The foregoing description of the Fourth Amendment to the Second Lien Loan and Security Agreement is qualified in its entirety by the terms of such agreement, which is filed hereto as Exhibit 10.1 and incorporated herein by reference.

Rule 10b5-1 Trading Plans

During the quarter ended September 30, 2026, the following officer, as defined in Rule 16a-1(f), terminated and adopted a "Rule 10b5-1 trading arrangement" or a "non-Rule 10b5-1 trading arrangement," each as defined in Regulation S-K Item 408:

On September 10, 2026, Surajit Datta, our Chief Financial Officer, terminated the Rule 10b5-1 trading arrangement providing for the sale from time to time of up to 100,000 shares of our common stock previously disclosed in the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2026. The trading arrangement was adopted on June 12, 2026 and was intended to satisfy the affirmative defense conditions of Rule 10b5-1(c). The material terms of the trading arrangement were previously disclosed in the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2026 and are incorporated herein by reference. The trading plan was terminated in connection with the cancellation of Mr. Datta's outstanding option awards in exchange for a grant of restricted stock units. No shares were sold pursuant to the trading arrangement prior to its termination.

Following such termination, on September 11, 2026, Mr. Datta adopted a Rule 10b5-1 trading arrangement providing for the sale from time to time of up to 98,181 shares of our 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 December 15, 2027, or earlier if all transactions under the trading arrangement are completed.

During the quarter ended September 30, 2026, no other directors or officers, as defined in Rule 16a-1(f), adopted or terminated a “Rule 10b5-1 trading arrangement” or a “non-Rule 10b5-1 trading arrangement,” each as defined in Regulation S-K Item 408.

Item 6. Exhibits.

We have filed the exhibits listed on the accompanying Exhibit Index, which is incorporated herein by reference.

		Incorporated by Reference				
Exhibit Number	**Description**	**Form**	**File No.**	**Exhibit Number**	**Filing Date**	**Filed Herewith**
10.1	Fourth Amendment to Second Lien Loan and Security Agreement, by and among Kodiak AI, Inc., Kodiak Robotics, Inc., Ares Agent Services, L.P., and the lenders party thereto, dated as of November 4, 2026.					X
31.1	Certification of Principal Executive Officer pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002					X
31.2	Certification of Principal Financial Officer pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002					X
32.1†	Certification of Principal Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002					X
32.2†	Certification of Principal Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002					X
101.INS††	Inline XBRL Instance Document - the instance document does not appear in the Interactive Data File because XBRL tags are embedded within the Inline XBRL document.					X
101.SCH††	Inline XBRL Taxonomy Extension Schema Document					X
101.CAL††	Inline XBRL Taxonomy Extension Calculation Linkbase Document					X
101.DEF††	Inline XBRL Taxonomy Extension Definition Linkbase Document					X
101.LAB††	Inline XBRL Taxonomy Extension Label Linkbase Document					X
101.PRE††	Inline XBRL Taxonomy Extension Presentation Linkbase Document					X
104††	Cover Page Interactive Data File (embedded within the Inline XBRL document)					X

These certifications furnished in Exhibits 32.1 and 32.2 hereto are deemed to accompany this Quarterly Report on Form 10-Q and are not deemed “filed” for purposes of Section 18 of the Exchange Act, or otherwise subject to the liability of that section, nor shall they be deemed incorporated by reference into any filing under the Securities Act or the Exchange Act.

† The financial information contained in these XBRL documents is unaudited.

SIGNATURES

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

Signature	Title	Date
/s/ Don Burnette Don Burnette	Chief Executive Officer and Director (Principal Executive Officer)	November 6, 2026
/s/ Surajit Datta Surajit Datta	Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)	November 6, 2026

Exhibit 10.1

FOURTH AMENDMENT
TO SECOND LIEN LOAN AND SECURITY AGREEMENT

This **FOURTH AMENDMENT TO SECOND LIEN LOAN AND SECURITY AGREEMENT** (this "Amendment"), dated as of November 4, 2026, is entered into by and among **KODIAK ROBOTICS, INC.**, a Delaware corporation ("Kodiak"), **KODIAK AI, INC.**, a Delaware corporation ("Parent" and, together with Kodiak, each a "Borrower" and collectively the "Borrowers"), the lenders party hereto (the "Lenders"), constituting all Lenders, and **ARES AGENT SERVICES, L.P.**, a Delaware limited partnership, as lender representative and collateral agent for the Lenders (in such capacities, together with its successors and assigns in such capacities, "Agent").

RECITALS

A. Borrowers, Agent and Lenders are parties to a certain Second Lien Loan and Security Agreement, dated as of April 14, 2025 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time prior to, but not including, the date hereof, the "Loan Agreement" and, as amended by this Amendment, the "Amended Loan Agreement"), pursuant to which Lenders (or Agent on behalf of Lenders) have made and may make Loans and provide other financial accommodations to Borrowers.

B. Borrowers have requested that the Agent and the Lenders amend the Loan Agreement to extend the Maturity Date, modify the mandatory prepayment provisions, and make certain other changes as set forth in Section 1 hereof and Exhibit A hereto.

C. Lenders are willing to grant such request, but only to the extent, and in accordance with the terms, and subject to the conditions, set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Borrowers and Lenders hereby agree as follows:

1. Amendments to Loan Agreement. Subject to the satisfaction of the conditions precedent set forth in Section 5 below, each of the Borrowers, the Lenders party hereto and the Agent hereby agree as follows:

(a) The Loan Agreement is hereby amended to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~ and ~~stricken text~~) and to add the bold, double underlined text (indicated textually in the same manner as the following example: double-underlined text and double-underlined text) as set forth in the pages of the Amended Loan Agreement attached as Exhibit A hereto.

2. Definitions; Interpretation. Unless otherwise defined herein, all capitalized terms used herein and defined in the Loan Agreement shall have the respective meanings given to those

terms in the Loan Agreement. Other rules of construction set forth in the Loan Agreement, to the extent not inconsistent with this Amendment, apply to this Amendment and are hereby incorporated by reference.

3. Confirmation. Each Borrower hereby acknowledges and agrees that: (i) the Loan Agreement sets forth the legal, valid, binding and continuing obligations of each Borrower to Lenders, (ii) the Obligations to Lenders under the Loan Agreement are secured by validly perfected security interests in all assets of each Borrower, except as set forth in the Loan Agreement, and (iii) such Borrower has no cause of action, claim, defense or set-off against any Lender in any way regarding or relating to the Loan Agreement or any Lender's actions thereunder and to the extent any such cause of action, claim, defense or set-off arose on or prior to the date of this Amendment, it is waived and each Lender is released from any claims of such Borrower. Borrower represents and warrants that no Default or Event of Default has occurred under the Loan Agreement.

4. Representations and Warranties.

(a) At and as of the date of this Amendment and both prior to and immediately after giving effect to this Amendment, each of the representations and warranties contained in the Loan Agreement is true and correct in all material respects (except with respect to any such representation or warranty which is already qualified by a materiality qualifier, in which case such representation or warranty shall be true and correct in all respects, and where such representations and warranties expressly relate to an earlier date, in which case such representations and warranties are true and correct in all material respects as of such earlier date).

(b) Each Borrower has all necessary power and authority to execute, deliver, and perform in accordance with the terms thereof, this Amendment. The execution, delivery and performance by each Borrower of this Amendment has been duly authorized by all necessary corporate action. This Amendment constitutes the legal, valid and binding obligation of each Borrower, enforceable against each Borrower in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.

5. Conditions to Effectiveness. Each Lender's consent and agreement herein is expressly conditioned on the following:

(a) execution and delivery to Agent of this Amendment by each Borrower, Agent and each Lender;

(b) each of the representations and warranties of each Borrower made in this Amendment shall be true and correct in all material respects on and as of the date hereof as if made on and as of such date, both before and immediately after giving effect to this Amendment (except with respect to any such representation or warranty which is already qualified by a materiality qualifier, in which case such representation or warranty shall be

true and correct in all respects, and where such representations and warranties expressly relate to an earlier date, in which case such representations and warranties are true and correct in all material respects as of such earlier date);

(c) no Default or Event of Default shall have occurred and be continuing;

(d) a certificate of the secretary or assistant secretary of the Borrowers, dated as of the date hereof, with copies of the following documents attached: (i) the certificate of incorporation and bylaws (or equivalent documents) of the Borrowers certified by each Borrower as being complete and in full force and effect on the date thereof, (ii) incumbency and representative signatures, (iii) resolutions authorizing the execution and delivery of this Amendment and each of the other Loan Documents to which such Borrower is a party and (iv) a good standing certificate from each Borrower's state of organization, dated as of a date no earlier than thirty (30) days prior to the date hereof;

(e) all necessary consents of shareholders and other third parties with respect to the execution, delivery and performance of this Amendment and the other Loan Documents;

(f) a customary legal opinion of Borrowers' counsel, dated as of the date hereof, covering this Amendment, in form and substance reasonably satisfactory to Agent and the Lenders;

(g) payment of all fees and Lenders' Expenses then due under the Loan Agreement or under any other Loan Document, including reasonable and documented attorneys' fees and expenses in connection with this Amendment; and

(h) such other documents and completion of such other matters, as Agent or the Lenders may reasonably deem necessary or appropriate, including all documentation and other information required under applicable "know your customer" and anti-money laundering rules and regulations, including the USA Patriot Act.

6. Reaffirmation of Loan Documents and Liens. Each Borrower hereby acknowledges, reaffirms, confirms and ratifies its obligations under the Loan Documents, including its prior grant to Agent of a continuing Lien on and security interest in, upon, and to all right, title and interest in and to any and all of the Collateral (subject to Permitted Liens).

7. Effect of Agreement. On and after the date hereof, each reference to the Loan Agreement in the Loan Agreement or in any other Loan Document shall mean the Amended Loan Agreement. Except as expressly provided hereunder, the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power, or remedy of any Lender, nor constitute a waiver of any provision of the Loan Agreement. Except to the limited extent expressly provided herein, nothing contained herein shall, or shall be construed to (nor shall any Borrower ever argue to the contrary) (i) modify the Loan Agreement or any other Loan Document, (ii) modify, waive, impair, or affect any of the covenants, agreements, terms, and conditions thereof, or (iii) waive the due keeping, observance and/or performance thereof,

each of which is hereby ratified and confirmed by each Borrower. Except as amended above, the Loan Agreement remains in full force and effect.

8. Headings. Headings in this Amendment are for convenience of reference only and are not part of the substance hereof.

9. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of New York without reference to conflicts of law rules.

10. Counterparts. This Amendment may be executed in any number of counterparts, including by electronic or facsimile transmission, each of which when so delivered shall be deemed an original, but all such counterparts taken together shall constitute but one and the same instrument.

11. Integration. This Amendment and the Loan Documents constitute and contain the entire agreement of the parties hereto with respect to their respective subject matters, and supersede any and all prior agreements, correspondence and communications.

12. Loan Document. This Amendment shall constitute a "Loan Document" under the Loan Agreement and any other Loan Document.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the day and year first above written.

BORROWERS:

KODIAK ROBOTICS, INC.

By: /s/ Jordan Coleman

Name: Jordan Coleman

Title: Secretary

KODIAK AI, INC.

By: /s/ Jordan Coleman

Name: Jordan Coleman

Title: Chief Legal and Policy Officer

COLLATERAL AGENT:

ARES AGENT SERVICES, L.P.,
as Collateral Agent

Acting by its General Partner

Ares Agent Services GP LLC

By: /s/ Thomas Griffin III

Name: Thomas Griffin III

Title: Vice President

LENDER REPRESENTATIVE:

ARES AGENT SERVICES, L.P.,
as Lender Representative

Acting by its General Partner

Ares Agent Services GP LLC

By: /s/ Thomas Griffin III

Name: Thomas Griffin III

Title: Vice President

LENDER:

AAC II HOLDINGS II LP

By: /s/ Anton Feingold

Name: Anton Feingold

Title: Authorized Signatory

EXHIBIT A

Amended Loan Agreement

(See attached)

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS SECOND LIEN LOAN AND SECURITY AGREEMENT, THE INDEBTEDNESS EVIDENCED HEREBY, AND THE RELATED GUARANTEES ARE AND SHALL AT ALL TIMES BE AND REMAIN SUBORDINATED TO THE EXTENT AND IN THE MANNER SET FORTH IN THE INTERCREDITOR AGREEMENT, TO THE DISCHARGE OF FIRST LIEN OBLIGATIONS. THE LIENS AND SECURITY INTERESTS SECURING THIS SECOND LIEN LOAN AND SECURITY AGREEMENT, THE INDEBTEDNESS EVIDENCED BY THIS SECOND LIEN LOAN AND SECURITY AGREEMENT, AND THE RELATED GUARANTEES, THE EXERCISE OF ANY RIGHT OR REMEDY WITH RESPECT TO SUCH GUARANTEES, AND CERTAIN OF THE RIGHTS OF THE HOLDER(S) OF OBLIGATIONS HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS SECOND LIEN LOAN AND SECURITY AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

SECOND LIEN LOAN AND SECURITY AGREEMENT

Dated as of April 14, 2025

as amended by that certain First Amendment to Second Lien Loan and Security Agreement, dated as of July 18, 2025,

~~and~~ as further amended by that certain Second Amendment to Second Lien Loan ~~Amendment~~and Security Agreement, dated as of August 22, 2025,

as further amended by that certain Third Amendment to Second Lien Loan and Security Agreement, dated as of March 2, 2026,

as further amended by that certain Consent to Second Lien Loan and Security Agreement, dated as of October 1, 2026,

and as further amended by that certain Fourth Amendment to Second Lien Loan and Security Agreement, dated as of November 4, 2026

by and among

ARES AGENT SERVICES, L.P.,
a Delaware limited partnership

as Collateral Agent and Lender Representative,

the Lenders from time to time parties hereto

and

KODIAK ROBOTICS, INC.,
a Delaware corporation
1049 Terra Bella Avenue
Mountain View, CA 94043

as Borrower

The Lenders, Collateral Agent, Lender Representative and Borrower hereby agree as follows:

AGREEMENT

1. Definitions and Construction.

1.1 Definitions. As used in this Agreement, the following capitalized terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"2025-2 Delayed Draw Funding Date" has the meaning given to such term in Section 3.4 of this Agreement.

"2025-2 Delayed Draw Term Loan" means an advance by the 2025-2 Delayed Draw Term Loan Lender to Borrower under Section 2.1(a)(iv) of this Agreement of term loans.

"2025-2 Delayed Draw Term Loan Commitment" (a) as to any Lender, means the commitment of such Lender to make its pro rata share of the 2025-2 Delayed Draw Term Loans as set forth on Exhibit B to Amendment No. 2 or in the most recent Assignment and Assumption to which it is a party; and (b) as to all Lenders, means the aggregate commitment of all Lenders to make 2025-2 Delayed Draw Term Loans. As of the Amendment No. 2 Effective Date, the aggregate 2025-2 Delayed Draw Term Loan Commitment of all Lenders is $20,000,000.

"2025-2 Delayed Draw Term Loan Lender" on any date, means any Lender that has a 2025-2 Delayed Draw Term Loan Commitment or holds 2025-2 Delayed Draw Term Loans on such date.

"2025-2 Delayed Draw Term Loan Warrant" means a warrant to purchase shares of capital stock of Borrower in the form attached as Exhibit C to Amendment No. 2.

"Account Control Agreement" means an agreement reasonably acceptable to the Collateral Agent which perfects via control Collateral Agent's and, prior to the Discharge of First Lien Obligations, First Lien Collateral Agent's security interest in Borrower's deposit accounts and/or securities accounts.

"Affiliate" with respect to any Person, means any other Person that owns or controls directly or indirectly ten percent (10%) or more of the stock of another entity of such Person, any other Person that controls or is controlled by or is under common control with such Person and each of such Person's officers, directors, managers, joint venturers or partners. For purposes of this definition, the term "control" of a Person means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting Equity Securities, by contract or otherwise and the terms "controlled by" and "under common control with" shall have correlative meanings. Notwithstanding the foregoing, none of the Agents or any Lender shall be deemed to be an "Affiliate" of the Borrower for any purposes hereunder.

"Agents" collectively, means the Collateral Agent and the Lender Representative, and "Agent" means any one of them.

"Agreement" means this Second Lien Loan and Security Agreement by and among Borrower, Collateral Agent, Lender Representative, and Lenders dated as of the date on the cover page of this Agreement (as it may from time to time be amended, modified or supplemented in accordance with this Agreement).

"Amendment No. 2" means that certain Amendment No. 2 to this Loan Agreement, dated as of August 22, 2025, by and among the Borrower, the Collateral Agent, the Lender Representative and the Lenders party thereto.

"Amendment No. 2 Effective Date" has the meaning given to such term in Amendment No. 2.

"Anti-Terrorism Laws" means any laws relating to terrorism or money laundering, including Executive Order No. 13224 (effective September 24, 2001), the USA PATRIOT Act, the laws comprising or implementing the Bank Secrecy Act, and the laws administered by OFAC.

"Ares" means certain affiliates and/or certain affiliated investment vehicles of Ares Management Corporation.

"Assignment and Assumption" means an agreement and assumption substantially in the form of Exhibit F or such other form as the Lenders may agree to accept.

"BCA Expense Obligations" means Purchaser Reimbursable Expenses that constitute "Company Transaction Costs" under (and as such terms are defined in) the Closing Date Business Combination Agreement (regardless of whether the Closing Date Business Combination Agreement is in effect as of any date of determination).

"Borrower" means, collectively, Kodiak, Parent and each other entity joined hereto from time to time as a Borrower ~~as set forth on the cover page of this Agreement~~.

"Business Combination" means a business combination, merger, reorganization or similar transaction, or share exchange or purchase, in which the equityholders of the Borrower or any successor-in-interest receive Equity Securities (i) the class of which is registered or (ii) convertible into securities the class of which is registered, under Section 12(b) of the ~~Securities~~ Exchange Act ~~of 1934, as amended~~, and which constitute, or upon conversion would constitute (assuming conversion on such date), shares of outstanding capital stock of Ares Acquisition Corporation II. For the avoidance of doubt, the transactions contemplated by the Closing Date Business Combination Agreement are a "Business Combination".

"Business Day" means any day that is not a Saturday, Sunday, or other day on which banking institutions are authorized or required to close in New York City.

"Claim" has the meaning given to such term in Section 10.3 of this Agreement.

"Closing Date" means April 14, 2025.

"Closing Date Business Combination Agreement" means that certain Business Combination Agreement, dated as of the Closing Date, by and between Ares Acquisition Corporation II, a Cayman Islands exempted company, AAC II Merger Sub, Inc., a Delaware corporation, and the Borrower.

"Code" means the Uniform Commercial Code as adopted and in effect in the State of New York, as amended from time to time; *provided* that if by reason of mandatory provisions of law, the creation and/or perfection or the effect of perfection or non-perfection of the security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term "Code" shall also mean the Uniform Commercial Code as in effect from time to time in such jurisdiction for purposes of the provisions hereof relating to such creation, perfection or effect of perfection or non-perfection.

"Collateral" has the meaning given to such term in Section 4.1 of this Agreement.

"Collateral Agent" means Ares Agent Services, L.P., or any successor collateral agent appointed in accordance with this Agreement.

"Commitment Amount" means the Initial Term Loan Commitment, the Delayed Draw Term Loan Commitment, the 2025-2 Delayed Draw Term Loan Commitment, and/or the Converted SAFE Term Loan Commitment, as the context dictates.

"Common Stock" means the common stock, par value $0.0001 per share, of Parent and any other class of securities into which such securities may hereafter be reclassified or changed.

"Common Stock Equivalents" means any securities of Parent that would entitle the holder thereof to acquire at any time Common Stock, including, without limitation, any debt, preferred stock, right, option, warrant or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock.

"Consolidated" means the consolidation of accounts in accordance with GAAP.

"Conversion" has the meaning given to such term in Section 16.1 of this Agreement.

"Conversion Amount" means the sum of (a) the outstanding principal amount of the Loan to be converted; *plus* (b) the aggregate amount of accrued and unpaid interest (including, without limitation, (i) interest payable in cash, in kind or deferred and (ii) if applicable, interest at the Default Rate) on the principal amount of the Loan being converted through such Conversion Date; *plus* (c) an amount equal to (i) the aggregate amount of interest (including, without limitation, (x) interest payable in cash, in kind or deferred and (y) if applicable, interest at the Default Rate) which would have otherwise been payable on the principal amount of the Loan being converted on such Conversion Date from the Conversion Date until the Maturity Date (but, for the avoidance of doubt, without giving effect to the capitalization or compounding of any accrued and unpaid interest or any interest payable on or after such date through the Maturity Date pursuant to Section 2.2(a)); *plus* (ii) any fees that would have been paid or payable on the

principal amount of the Loan so converted if such principal amount had been outstanding from the Conversion Date to the Maturity Date.

"Conversion Date" has the meaning given to such term in Section 16.1 of this Agreement.

"Conversion Price" means~~:~~ $6.00, subject to adjustment as set forth herein.

"Conversion Shares" means, collectively, the shares of Common Stock issuable upon conversion of the Loan in accordance with the terms hereof.

~~(a) in connection with any Traditional IPO, 90% of the price paid per share for Equity Securities of the Surviving Corporation by investors in a Traditional IPO, subject to the adjustments and limitations set forth in subsection (c) below;~~

~~(b) in connection with a Business Combination or an Alternative Business Combination, the Conversion Price shall be 90% of (x) the fixed price ascribed to a share of the Surviving Corporation or, if no such price is ascribed, (y) the implied price per share of Equity Securities of the Surviving Corporation upon consummation of the Business Combination based on the price derived from the application of the exchanged ratio, using the fixed prices of the other parties in such Business Combination or Alternative Business Combination, subject to the adjustments and limitations set forth in subsection (c) below; and~~

~~(c) to the extent applicable in connection with a Traditional IPO, Business Combination or an Alternative Business Combination, the Conversion Price shall be subject to the adjustments and limitations set forth below:~~

~~(i) PIPE Transaction with Equity Securities. If any PIPE Transaction is completed with Equity Securities (other than in a transaction contemplated by clause (iv) below and subject to clause (iii) below), the Conversion Price will be 90% of the lowest price per share of the Equity Securities issued in connection with such PIPE Transaction (excluding any securities (e.g., Warrants) issued in transactions ancillary to such PIPE Transaction) after taking into account any additional value transferred to investors in the PIPE Transaction in the form of Equity Securities, including any securities issued in transactions ancillary to such PIPE Transaction (including but not limited to Warrants), as determined by the Borrower and Ares (or, if Ares is no longer a Lender, the Required Lenders) in good faith.~~

~~(ii) PIPE Transaction with Convertible Securities. If any PIPE Transaction is completed with Convertible Securities (other than in a transaction contemplated by clause (iv) below and subject to clause (iii) below), the Conversion Price will be 90% of the lowest effective conversion price of such Convertible Securities (excluding any securities (e.g., Warrants) issued in transactions ancillary to the issuance of Convertible Securities) after taking into account any additional value transferred to investors in the PIPE Transaction in the form of Equity Securities (including any securities issued in transactions ancillary to such PIPE Transaction (including but not~~

limited to Warrants)), as determined by the Borrower and Ares (or, if Ares is no longer a Lender, the Required Lenders) in good faith.

(iii) PIPE Transaction Involving Warrants. If in connection with any PIPE Transaction (other than in a transaction contemplated by clause (iv) below) Warrants are issued, then, in connection with the conversion of a Lender's portion of the Loan, a Lender shall be entitled to receive an amount of Warrants equal to the Warrants that an investor in such PIPE Transaction would be entitled to receive had such investor invested an amount in such PIPE Transaction equal to the amount of the Loan being so converted divided by 90%. Such Warrants shall be on substantially identical terms to those issued to investors in such PIPE Transaction.

(iv) PIPE Transaction with Ares. If any PIPE Transaction is consummated in which Ares is the sole investor, the adjustments set forth in clauses (e)(i) through (iii) shall not apply.

Notwithstanding anything to the contrary in this Agreement, subject to the following sentence, the Conversion Price shall not be the lowest Conversion Price calculated in accordance with this definition. If there are multiple forms of PIPE Transactions involving different types of securities, Ares (or, if Ares is no longer a Lender, the Required Lenders) shall be entitled to choose the lowest conversion price available in such PIPE Transaction as the Conversion Price. If the Conversion Price is calculated in accordance with clause (e)(i), clause (e)(iii), or clause (e)(iv) above and Borrower is not the issuer of the Equity Securities or Warrants in such PIPE Transaction, the Loan (including any accrued and unpaid interest as of such date) shall (i) first automatically convert into the Equity Securities of the Borrower or any successor-in-interest of Borrower and then (ii) such Equity Securities of the Borrower or successor in interest of the Borrower shall be exchanged into the Equity Securities or Warrants issued in such PIPE Transaction. The number and type of Equity Securities of the Borrower initially received by Lender in accordance with the foregoing shall be a number and amount such that, upon consummation of the Business Combination or Alternative Business Combination, as applicable, Lender receives a number of Equity Securities or Warrants issued in such PIPE Transaction equal to the number that Lender would have received had the Loan (including any accrued and unpaid interest as of such date), been converted directly into the Equity Securities or Warrants issued in such PIPE Transaction at the Conversion Price.

"Converted SAFE Term Loan" means the deemed advance by the Lenders to Borrower under Section 2.1(a)(ii) of this Agreement of term loans on the Closing Date. As of the Fourth Amendment Effective Date, the Converted SAFE Term Loan is the only outstanding Loan under this agreement.

"Converted SAFE Term Loan Commitment" (a) as to any Lender, means the commitment of such Lender to make (or be deemed to have made) its pro rata share of the Converted SAFE Term Loan as set forth on Schedule 2.1(a) or in the most recent Assignment and Assumption to which it is a party; and (b) as to all Lenders, means the aggregate

commitment of all Lenders to make (or be deemed to have made) the Converted SAFE Term Loan. As of the Closing Date, the aggregate Converted SAFE Term Loan Commitment of all Lenders is $10,000,000.

"Convertible Securities" means any equity-link securities directly or indirectly convertible into, or exchangeable (but not exercisable) for (with or without additional consideration) common stock or limited liability company interests of the ~~Borrower~~Parent or any Surviving Corporation.

"Deemed Liquidation Event" means:

(a) a merger or consolidation in which (i) Parent is a constituent party or (ii) a subsidiary of Parent is a constituent party and Parent issues Equity Securities pursuant to such merger or consolidation. Notwithstanding the foregoing, a Deemed Liquidation Event shall not include any such merger or consolidation involving Parent or a subsidiary in which the Equity Securities of Parent outstanding immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for Equity Securities that represent, immediately following such merger or consolidation, at least a majority, by voting power, of the capital stock of (x) the surviving or resulting corporation; or (y) if the surviving or resulting corporation is a wholly owned subsidiary of another corporation immediately following such merger or consolidation, the parent corporation of such surviving or resulting corporation; or

(b) (i) the sale, in a single transaction or series of related transactions, by Parent or any subsidiary of Parent of all or substantially all the assets of Parent and its subsidiaries taken as a whole, or (ii) the sale or disposition (whether by merger, consolidation or otherwise, and whether in a single transaction or a series of related transactions) of one (1) or more subsidiaries of Parent if substantially all of the assets of Parent and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale is to a wholly owned subsidiary of Parent.

"Default" means any Event of Default or any event which with the passing of time or the giving of notice or both would become an Event of Default hereunder.

"Default Rate" means the per annum rate of interest equal to five percent (5%) over the Loan Rate, but such rate shall in no event be more than the highest rate permitted by applicable law to be charged on commercial loans in a default situation. Notwithstanding anything in the foregoing to the contrary, the Default Rate in respect of the BCA Expense Obligations shall be equal to five percent (5%), but such rate shall in no event be more than the highest rate permitted by applicable law to be charged on commercial loans in a default situation.

"Delayed Draw Funding Date" has the meaning given to such term in Section 3.3 of this Agreement.

"Delayed Draw Term Loan" means an advance by the Lenders to Borrower under Section 2.1(a)(iii) of this Agreement of term loans.

"Delayed Draw Term Loan Commitment" (a) as to any Lender, means the commitment of such Lender to make its pro rata share of the Delayed Draw Term Loans as set forth on Schedule 2.1(a) or in the most recent Assignment and Assumption to which it is a party; and (b) as to all Lenders, means the aggregate commitment of all Lenders to make Delayed Draw Term Loans. As of the Closing Date, the aggregate Delayed Draw Term Loan Commitment of all Lenders is $5,000,000.

"Discharge of First Lien Obligations" means the "Discharge of Senior Obligations" as defined in the Intercreditor Agreement.

"Disclosure Schedule" means Exhibit A attached to this Agreement.

"DPA" means the Defense Production Act of 1950, as amended, including all implementing regulations thereof.

"Environmental Laws" means all foreign, federal, state or local laws, statutes, common law duties, rules, regulations, ordinances and codes, together with all administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authorities, in each case relating to environmental, health, safety and land use matters, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Clean Air Act, the Federal Water Pollution Control Act of 1972, the Solid Waste Disposal Act, the Federal Resource Conservation and Recovery Act, the Toxic Substances Control Act and the Emergency Planning and Community Right-to-Know Act.

"Equity Securities" of any Person means: (a) all common stock, preferred stock, participations, shares, partnership interests, membership interests or other equity interests in and of such Person (regardless of how designated and whether or not voting or non-voting); and (b) all warrants, options and other rights to acquire any of the foregoing, excluding any debt securities convertible into capital stock of such Person.

"ERISA" has the meaning given to such term in Section 7.12 of this Agreement.

"Event of Default" has the meaning given to such term in Section 8 of this Agreement.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Excluded Taxes" means any of the following taxes imposed on or with respect to, or required to be withheld or deducted from a payment to, any Agent, any Lender or any other recipient of any payment to be made by or on account of any obligation of the Borrower under this Agreement, (a) taxes imposed on or measured by net income (however denominated), franchise taxes, and branch profits taxes, in each case, (i) imposed as a result of such Person being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) U.S. federal withholding taxes imposed on amounts payable to or for the account of such Person with respect to an applicable interest in a Loan pursuant to a law in effect on the date on which (i) such Lender acquires such

interest in the Loan or Commitment Amount or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 2.4(c), amounts with respect to such taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (c) taxes attributable to such Person's failure to comply with Section 2.4(c)(iv) and (d) any withholding taxes imposed under FATCA.

"Exempt Issuance" means the issuance of (a) any securities of Parent to employees, officers or directors, consultants, contractors, vendors or other agents of Parent pursuant to any stock or option plan duly adopted for such purpose, by a majority of the non-employee members of the Parent's board of directors or a majority of the members of a committee of non-employee directors established for such purpose for services rendered to Parent, (b) securities upon the exercise or exchange of or conversion of any securities issued pursuant to any of the Securities Purchase Agreements between Parent and holders of Parent's 9.99% Series A Cumulative Convertible Preferred Stock or the Closing Date Business Combination Agreement and/or other securities exercisable or exchangeable for or convertible into shares of Common Stock issued and outstanding on the Fourth Amendment Effective Date, *provided that* such securities have not been amended since the Fourth Amendment Effective Date to increase the number of such securities or to decrease the exercise price, exchange price or conversion price of such securities (other than in connection with stock splits or combinations and automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such securities which are not more favorable to the holder thereof than the anti-dilution and similar provisions set forth herein) or to extend the term of such securities, (c) the Conversion Shares, (d) securities issued pursuant to any merger, acquisition or strategic transaction or partnership approved by a majority of the directors of Parent, *provided that* (i) such securities are issued as "restricted securities" (as defined in Rule 144) or are issued pursuant to an effective registration statement pursuant to the Securities Act and (ii) any such issuance shall only be to a Person (or to the equityholders of a Person) which is, itself or through its subsidiaries, an operating company or an owner of an asset in a business synergistic with the business of Parent and shall provide to Parent additional benefits in addition to the investment of funds, (e) any Earnout RSU or Earnout Stock (each as defined in the Closing Date Business Combination Agreement) and (f) any securities issued by Parent pursuant to any legal settlement or similar arrangement agreed or entered into by Parent, *provided that*, in the aggregate, not more than 87,321 shares of Common Stock are issued or deemed issued or issuable upon conversion, settlement, exercise or exchange of any such securities that are Options or Convertible Securities, *but* any such Exempt Issuance shall not include a transaction in which Parent is issuing securities after the Fourth Amendment Effective Date (i) primarily for the purpose of raising capital, including an at-the-market offering, or (ii) to an entity whose primary business is investing in securities.

"FATCA" means Sections 1471 through 1474 of the Internal Revenue Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Internal Revenue Code and any fiscal or regulatory legislation, rules or practices adopted

pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such Sections of the Internal Revenue Code.

"Fee Letter" means that certain Fee Letter, dated as of the Closing Date, between the Borrower and the Agents.

"First Lien Closing Date" means September 28, 2022.

"First Lien Collateral Agent" means the collateral agent for itself and the First Lien Lenders under the First Lien Loan and Security Agreement and First Lien Loan Documents. As of the date of this Agreement, Horizon Technology Finance Corporation is the First Lien Collateral Agent.

"First Lien Lenders" means the "Lenders" as defined in the First Lien Loan and Security Agreement and any successors or assigns thereof.

"First Lien Loan and Security Agreement" means that certain Venture Loan and Security Agreement dated as of September 28, 2022, by and among the First Lien Lenders, the First Lien Collateral Agent, and the Borrower, as amended by that certain First Amendment to Venture Loan and Security Agreement, dated as of June 4, 2024 and by that certain Second Amendment to Venture Loan and Security Agreement, dated as of February 24, 2025, as such agreement may be further amended, restated, or supplemented from time to time in accordance with the Intercreditor Agreement.

"First Lien Loan Documents" means the "Loan Documents" as defined in the First Lien Loan and Security Agreement.

"First Lien Obligations" means the "Obligations" as defined in the First Lien Loan and Security Agreement.

"Fourth Amendment Effective Date" means November 4, 2026.

"Funding Certificate" means a certificate executed by a duly authorized Responsible Officer of Borrower substantially in the form of Exhibit B or such other form as the Lenders may agree to accept.

"GAAP" means generally accepted accounting principles as in effect in the United States of America from time to time, consistently applied.

"Governmental Authority" means: (a) any federal, state, county, municipal or foreign government, or political subdivision thereof; (b) any governmental or quasi-governmental agency, authority, board, bureau, commission, department, instrumentality or public body; (c) any court or administrative tribunal; or (d) with respect to any Person, any arbitration tribunal or other nongovernmental authority to whose jurisdiction that Person has consented.

"Hazardous Materials" means all those substances which are regulated by, or which may form the basis of liability under, any Environmental Law, including all substances identified

under any Environmental Law as a pollutant, contaminant, hazardous waste, hazardous constituent, special waste, hazardous substance, hazardous material, or toxic substance, or petroleum or petroleum derived substance or waste.

"Indebtedness" with respect to any Person, means the aggregate amount of, without duplication: (a) all obligations of such Person for borrowed money; (b) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments; (c) all obligations of such Person to pay the deferred purchase price of property or services (excluding trade payables aged less than one hundred eighty (180) days or trade payables subject to good faith disputes); (d) all capital lease obligations of such Person; (e) all obligations or liabilities of others secured by a Lien on any asset of such Person, whether or not such obligation or liability is assumed; and (f) all obligations or liabilities of the types specified in clauses (a) through (e) above of others guaranteed by such Person.

"Indemnified Person" has the meaning given to such term in Section 10.3 of this Agreement.

"Indemnified Taxes" means: (a) taxes, other than Excluded Taxes, imposed with respect to any payment made by or on account of any obligation of the Borrower under this Agreement or any Loan Document; and (b) to the extent not otherwise described in clause (a), Other Taxes.

"Initial Term Loan" means the advance by the Lenders to Borrower under Section 2.1(a)(i) of this Agreement of term loans on the Closing Date.

"Initial Term Loan Commitment" (a) as to any Lender, means the commitment of such Lender to make its pro rata share of the Initial Term Loan as set forth on Schedule 2.1(a) or in the most recent Assignment and Assumption to which it is a party; and (b) as to all Lenders, means the aggregate commitment of all Lenders to make the Initial Term Loan. As of the Closing Date, the aggregate Initial Term Loan Commitment of all Lenders is $23,340,000.

"Intellectual Property" with respect to any Person, means all of such Person's right, title and interest in and to patents, patent rights (and applications and registrations therefor and divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same), trademarks and service marks (and applications and registrations therefor and the goodwill associated with such trademarks and service marks), whether registered or not, inventions, copyrights (including applications and registrations therefor and like protections in each work or authorship and derivative work thereof), whether published or unpublished, mask works (and applications and registrations therefor), trade names, trade styles, software and computer programs, source code, object code, domain names, trade secrets, licenses, methods, processes, know how, drawings, specifications, descriptions, and all memoranda, notes, and records with respect to any research and development, all whether now owned or subsequently acquired or developed by such Person and whether in tangible or intangible form or contained on magnetic media readable by machine together with all such magnetic media (but not including embedded computer programs and supporting information included within the definition of "goods" under the Code).

"Intercreditor Agreement" means that certain Subordination Agreement dated as of the Closing Date by and among the Collateral Agent, First Lien Collateral Agent, the Borrower and the other parties party to such Subordination Agreement, as such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms of such Subordination Agreement.

"Internal Revenue Code" has the meaning given to such term in Section 5.20 of this Agreement.

"Investment" means the purchase or acquisition of any capital stock, equity interest, or any obligations or other securities of any Person, or the extension of any advance, loan, extension of credit or capital contribution to another Person.

"Kodiak" means Kodiak Robotics, Inc., a Delaware corporation.

"Landlord Agreement" means an agreement substantially in the form provided by the Collateral Agent to Borrower or such other form as the Collateral Agent may agree to accept.

"Lenders" means and includes the financial institutions from time to time party to this Agreement, including each permitted assignee Lender pursuant to the terms of this Agreement and including any such financial institution in its capacity as a holder of BCA Expense Obligations.

"Lenders' Expenses" means all reasonable and documented costs or expenses (including reasonable and documented attorneys' fees and expenses) incurred in connection with the preparation, negotiation, documentation, drafting, amendment, modification, administration, perfection and funding of the Loan Documents; and all of each Agent's and Lenders' reasonable and documented attorneys' fees, costs and expenses incurred in enforcing or defending the Loan Documents (including fees and expenses of appeal or review), including the exercise of any rights or remedies afforded hereunder or under applicable law, whether or not suit is brought, whether before or after bankruptcy or insolvency, including all fees and costs incurred by any Agent or any Lender in connection with such Agent's or such Lender's enforcement of its rights in a bankruptcy or insolvency proceeding filed by or against Borrower, any Subsidiary or their respective Property.

"Lender Representative" means Ares Agent Services, L.P., or any successor lender representative appointed in accordance with this Agreement.

"Lien" means any voluntary or involuntary security interest, pledge, bailment, lease, mortgage, hypothecation, conditional sales and title retention agreement, encumbrance or other lien with respect to any Property in favor of any Person.

"Loan" means Initial Term Loan, the Delayed Draw Term Loan, the 2025-2 Delayed Draw Term Loan and/or the Converted SAFE Term Loan, as the context requires.

"Loan Documents" collectively, means this Agreement, the Fee Letter, the Notes, the Intercreditor Agreement, any Landlord Agreement, any Account Control Agreement and all other documents, instruments and agreements entered into with any Agent or any Lender pursuant to this Agreement. The Loan Documents shall not include any documents entered into in connection with any Business Combination, Qualified IPO or PIPE Transaction. Notwithstanding anything in the foregoing to the contrary, the Closing Date Business Combination Agreement shall constitute a "Loan Document" under this Agreement solely as it relates to the BCA Expense Obligations, including without limitation, as set forth in Section 10.14(c) of the Closing Date Business Combination Agreement.

"Loan Rate" with respect to the Initial Term Loan, the 2025-2 Delayed Draw Term Loan, the Delayed Draw Term Loan and the Converted SAFE Term Loan, means the sum of (a) the per annum rate of interest published in The Wall Street Journal five (5) Business Days prior to the Closing Date, or any successor publication to the Wall Street Journal, as the "prime rate" then in effect, plus (b) 9.00%; *provided* that, in the event such "prime rate" of interest is less than 4.75%, such rate shall be deemed to be 4.75% for purposes of calculating the Loan Rate. If the "prime rate", (a) is no longer reported in The Wall Street Journal, (b) is no longer widely used as a benchmark market rate for new facilities of this type, or (c) becomes permanently unavailable, the Required Lenders, with Borrower's consent (such consent not to be unreasonably withheld or delayed), shall select a successor benchmark rate, which successor rate shall be applied in a manner consistent with market practice and as agreed between the Required Lenders and Borrower, or if there is no consistent market practice, such successor rate shall be applied in a manner reasonably agreed by the Required Lenders and Borrower. Notwithstanding the foregoing, in no event shall the Loan Rate be less than 13.75%. The Borrower acknowledges that the "prime rate" is used for reference purposes only as an index and is not necessarily the lowest or the best interest rate charged to any borrower of any Lender.

"Make-Whole Amount" as of any date of determination, means an amount equal to: (i) the aggregate amount of interest (including, without limitation, (x) interest payable in cash, in kind or deferred and (y) if applicable, interest at the Default Rate) which would have otherwise been payable on the principal amount of the Loan prepaid or repaid on such date (or in the case of a Make-Whole Trigger Event specified in clauses (b), (c) or (d) of the Make-Whole Trigger Event definition, the principal amount of the Loan outstanding on such date) from the date of the occurrence of the Make-Whole Trigger Event until the Maturity Date (but, for the avoidance of doubt, without giving effect to the capitalization or compounding of any accrued and unpaid interest or any interest payable on or after such date through the Maturity Date pursuant to Section 2.2(a)); plus (ii) any fees that would have been paid or payable on the principal amount of the Loan so prepaid or repaid (or in the case of a Make-Whole Trigger Event specified in clauses (b), (c) or (d) of the Make-Whole Trigger Event definition, the principal amount of the Loan outstanding on such date) if such principal amount had been outstanding from the date of the occurrence of the Make-Whole Trigger Event to the Maturity Date. Notwithstanding anything in the foregoing to the contrary, on and after the ~~date that a~~ Conversion ~~has been consummated~~Date, the Make-Whole Amount with respect to any portion of the Loan that was the subject of such Conversion shall be deemed to be $0.

"Make-Whole Trigger Event" means:

(a) any payment by the Borrower of all, or any part, of the principal balance of the Loan to the extent: (i) an optional prepayment made pursuant to Section 2.3(b); or (ii) a mandatory prepayment made pursuant to Section 2.3(a)(ii). For the avoidance of doubt, both clause (i) and (ii) apply whether before or after (x) the occurrence of an Event of Default or (y) the commencement of any bankruptcy or insolvency proceeding, and notwithstanding any acceleration (for any reason) of the Obligations;

(b) the acceleration of the Obligations for any reason, including, without limitation, acceleration in accordance with Section 9.1, including as a result of the commencement of any bankruptcy or insolvency proceeding;

(c) the satisfaction, release, payment, restructuring, reorganization, replacement, reinstatement, defeasance or compromise of any of the Obligations in any bankruptcy or insolvency proceeding, foreclosure (whether by power of judicial proceeding or otherwise) or deed in lieu of foreclosure or the making of a distribution of any kind in any bankruptcy or insolvency proceeding to the Collateral Agent or the Lenders in full or partial satisfaction of the Obligations; or

(d) the termination of this Agreement for any reason, other than by virtue of a Conversion in accordance with Section 16.

"Material Adverse Effect" means a material adverse effect on: (a) the financial condition, business, operations or Properties of Borrower; (b) the ability of Borrower to perform its Obligations under the Loan Documents; or (c) the Collateral, taken as a whole, or Collateral Agent's security interest in the Collateral (through no fault of the Agents or Lenders).

"Maturity Date" with respect to the Loan, means ~~October~~June 1, 202~~6~~7, or if earlier, the date of acceleration of the Loan following an Event of Default or the date of prepayment, whichever is applicable.

"Note" means each promissory note executed in connection with the Initial Term Loan, the Delayed Draw Term Loan, the 2025-2 Delayed Draw Term Loan, or the Converted SAFE Term Loan in substantially the form of Exhibit C attached to this Agreement.

"Obligations" means all debt, principal, interest, fees (including any Make-Whole Amount), charges, expenses and attorneys' fees and costs and other amounts, obligations, covenants, and duties owing by Borrower to any Agent or any Lender of any kind and description, in each case, pursuant to the Loan Documents, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including all Lenders' Expenses. The Obligations shall not include (i) obligations in respect of any Equity Securities (including the Warrants) issued to any Agent or any Lender in any capacity or (ii) any obligations in respect of agreements entered into with any Agent or any Lender (a) in connection with any Qualified IPO, Business Combination or PIPE Transaction or (b) other than to the extent directly related to this Agreement and the borrowing of the Loan hereunder.

Notwithstanding anything in the foregoing to the contrary, the Obligations shall include the BCA Expense Obligations.

"OFAC" means the Office of Foreign Assets Control of the United States Department of the Treasury.

"Officer's Certificate" means a certificate executed by a Responsible Officer substantially in the form of Exhibit E or such other form as the Lenders may agree to accept.

"Options" means any rights, warrants or options to subscribe for or purchase shares of Common Stock or Convertible Securities.

"Option Value" means the value of an Option based on the Black-Scholes Option Pricing model obtained from the "OV" function on Bloomberg determined as of (A) the Trading Day prior to the public announcement of the issuance of the applicable Option, if the issuance of such Option is publicly announced or (B) the Trading Day immediately following the issuance of the applicable Option if the issuance of such Option is not publicly announced, for pricing purposes and reflecting (i) a risk-free interest rate corresponding to the U.S. Treasury rate for a period equal to the remaining term of the applicable Option as of the applicable date of determination, (ii) an expected volatility equal to the *greater* of 100% and the 100 day volatility obtained from the HVT function on Bloomberg as of (A) the Trading Day immediately following the public announcement of the applicable Option if the issuance of such Option is publicly announced or (B) the Trading Day immediately following the issuance of the applicable Option if the issuance of such Option is not publicly announced, (iii) the underlying price per share used in such calculation shall be the highest weighted average price of the Common Stock during the period beginning on the Trading Day prior to the execution of definitive documentation relating to the issuance of the applicable Option and ending on (A) the Trading Day immediately following the public announcement of such issuance, if the issuance of such Option is publicly announced or (B) the Trading Day immediately following the issuance of the applicable Option if the issuance of such Option is not publicly announced, (iv) a zero cost of borrow and (v) a 360 day annualization factor, *provided, however*, in case any Option is issued in connection with the issue or sale of other securities of Parent, together comprising one integrated transaction, in no event shall the Option Value exceed a fraction of the aggregate consideration received (excluding the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to Parent upon the exercise of such Options, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities) equal to (1) the number of shares of common stock underlying such Option divided by (2) the total number of shares of Common Stock issued or issuable in the integrated transaction (including the number of shares underlying such Option).

"Other Connection Taxes" means, with respect to any Agent, any Lender or any other recipient of any payment to be made by or on account of any obligation of the Borrower under this Agreement, taxes imposed as a result of a present or former connection between such Person and the jurisdiction imposing such tax (other than connections arising from such Person having

executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

"Other Taxes" means all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or under any other Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document.

"Parent" means Kodiak AI, Inc., a Delaware corporation.

"Payment Date" has the meaning given to such term in Section 2.2(a) of this Agreement.

"Permitted Indebtedness" means and includes:

(a) (i) Indebtedness of Borrower owing to the Agents and the Lenders under the Loan Documents; and (ii) subject to any applicable restrictions in the Intercreditor Agreement, Indebtedness of Borrower owing to the First Lien Collateral Agent and the First Lien Lenders under the First Lien Loan Documents;

(b) Indebtedness of Borrower secured by Liens permitted under clause (e) of the definition of Permitted Liens, up to an aggregate principal amount of Eleven Million Dollars ($11,000,000) at any one time;

(c) Indebtedness arising from the endorsement of instruments in the ordinary course of business;

(d) Indebtedness of Borrower existing on the First Lien Closing Date and set forth on the Disclosure Schedule;

(e) Subordinated Debt, including, without limitation, any Indebtedness incurred under clause (n) below, in an aggregate amount not to exceed Three Hundred Million Dollars ($300,000,000);

(f) intercompany Indebtedness owed by any Subsidiary to Borrower or any wholly-owned Subsidiary, as applicable; *provided* that, if applicable, such Indebtedness is also permitted as a Permitted Investment;

(g) Indebtedness otherwise constituting a Permitted Investment;

(h) Indebtedness consisting of the financing of insurance premiums;

(i) Indebtedness to trade creditors in the ordinary course of business;

(j) Indebtedness with respect to surety bonds and similar obligations incurred in the ordinary course of business;

(k) Indebtedness consisting of interest rate, currency or commodity swap agreements, interest rate cap or collar agreements or arrangements entered into in the ordinary course of business and designed to protect a Person against fluctuations in interest rates, currency exchange rates or commodity prices;

(l) (i) unsecured Indebtedness under corporate credit cards and (ii) letter of credit arrangements in an aggregate amount not to exceed One Million Seven Hundred Sixty Thousand Dollars ($1,760,000) at any time;

(m) Obligations in respect of cash management services provided in the ordinary course of business, including netting services, overdraft protection, treasury and depositary services;

(n) Unsecured Indebtedness in an aggregate principal amount not exceeding Three Hundred Million Dollars ($300,000,000), consisting of a credit facility upon terms and conditions, including subordination provisions acceptable to the Required Lenders in their commercially reasonable discretion, provided that such Indebtedness does not permit the payment of interest in cash of more than three percent (3%) per annum;

(o) if permitted under the First Lien Loan Documents, Indebtedness senior to the Indebtedness hereunder and under the First Lien Loan and Security Agreement in an aggregate principal amount not exceeding Twenty Million Dollars ($20,000,000), consisting of a credit facility upon terms and conditions, including subordination provisions, acceptable to the Required Lenders in their commercially reasonable discretion;

(p) ~~(n)~~ other unsecured Indebtedness in an aggregate amount not to exceed Two Hundred Seventy-Five Thousand Dollars ($275,000) at any time; and

(q) ~~(o)~~ (i) extensions, refinancings, modifications, amendments and restatements of any items of Permitted Indebtedness under subsection (d) above; *provided* that the principal amount thereof is not increased (other than by the amount of any accrued and unpaid interest on such principal and any premiums or fees paid or payable in connection with the extension, refinancing, modification, amendment or restatement thereof) or the terms thereof are not modified to impose materially more burdensome terms upon Borrower and (ii) subject to any applicable restrictions in the Intercreditor Agreement, extensions, refinancings, modifications, amendments and restatements of Permitted Indebtedness under subsection (a)(ii) above.

"Permitted Investments" means and includes any of the following Investments as to which Collateral Agent shall obtain a perfected security interest, to the extent required by the Loan Documents:

(a) Deposits and deposit accounts with commercial banks organized under the laws of the United States or a state thereof to the extent: (i) the deposit accounts of each such institution are insured by the Federal Deposit Insurance Corporation up to the legal limit; and (ii)

each such institution has an aggregate capital and surplus of not less than One Hundred Million Dollars ($100,000,000);

(b) Investments in marketable obligations issued or fully guaranteed by the United States and maturing not more than eighteen (18) months from the date of issuance;

(c) Investments in open market commercial paper rated at least "A2" or "P2" or higher by a national credit rating agency and maturing not more than eighteen (18) months from the creation thereof;

(d) Investments pursuant to or arising under currency agreements or interest rate agreements entered into in the ordinary course of business;

(e) Investments (including debt obligations) received in connection with the bankruptcy or reorganization of customers or suppliers and in settlement of delinquent obligations of, and other disputes with, customers or suppliers arising in the ordinary course of business;

(f) Investments by (i) any Borrower in any other Borrower, (ii) any Subsidiary that is not a Borrower hereunder in a Borrower or another Subsidiary that is not a Borrower hereunder and (iii) any Borrower in Subsidiaries that are not a Borrower hereunder in an aggregate amount not to exceed Two Hundred Fifty Thousand Dollars ($250,000) in any fiscal year;

(g) [Reserved].

~~(f) Investments by Borrower and Subsidiaries in their Subsidiaries not to exceed Two Hundred Seventy Five Thousand Dollars ($275,000);~~

~~(g) (i) Investments by Subsidiaries in or to other Subsidiaries or Borrower; and (ii) Investments by Borrower in any Subsidiaries in an aggregate amount not to exceed Two Hundred Seventy-Five Thousand ($275,000) per fiscal year;~~

(h) Investments existing as of the First Lien Closing Date and disclosed in the Disclosure Schedule;

(i) Investments consisting of deposit accounts and investment accounts;

(j) Investments permitted by Borrower's investment policy, as amended from time to time, and approved by Borrower's board of directors; provided that such investment policy has also been approved by the Required Lenders in their reasonable discretion;

(k) Investments consisting of (i) travel advances and employee relocation loans and other employee loans and advances in the ordinary course of business, and (ii) loans to employees, officers, or directors relating to the purchase of Equity Securities of the Borrower pursuant to employee stock purchase plans or agreements;

(l) Investments consisting of notes receivable of, or prepaid royalties and other credit extensions, to customers or suppliers who are not Affiliates, in the ordinary course of business, *provided* that this subparagraph (l) shall not apply to Investments of Borrower in any Subsidiary;

(m) Investments permitted under Section 7.6;

(n) Investments consisting of interest rate, currency or commodity swap agreements, interest rate cap or collar agreements or arrangements entered into in the ordinary course of business and designed to protect a Person against fluctuations in interest rates, currency exchange rates or commodity prices; and

(o) other Investments aggregating not in excess of Five Hundred Fifty Thousand Dollars ($550,000) at any time.

"Permitted Liens" means and includes:

(a) (i) the Liens created by this Agreement or any other Loan Document and (ii) subject to any applicable restrictions in the Intercreditor Agreement, the Liens created by the First Lien Loan and Security Agreement or any other First Lien Loan Document;

(b) Liens for fees, taxes, levies, imposts, duties or other governmental charges of any kind which are not yet delinquent or which are being contested in good faith by appropriate proceedings which suspend the collection thereof (*provided* that such appropriate proceedings could not reasonably be expected to result in the sale, forfeiture or loss of any material item of Collateral which in the aggregate is material to Borrower and that Borrower has adequately bonded such Lien or reserves sufficient to discharge such Lien have been provided on the books of Borrower);

(c) Liens existing as of the First Lien Closing Date and identified on the Disclosure Schedule;

(d) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other similar Liens arising in the ordinary course of business and which are not delinquent or remain payable without penalty or which are being contested in good faith and by appropriate proceedings (*provided* that such appropriate proceedings could not reasonably be expected to result in the sale ~~the sale~~, forfeiture or loss of any material item of Collateral or Collateral which in the aggregate is material to Borrower and that Borrower has adequately bonded such Lien or reserves sufficient to discharge such Lien have been provided on the books of Borrower);

(e) Liens upon any equipment or other personal property acquired by Borrower after the Closing Date to secure (i) the purchase price of such equipment or other personal property, or (ii) capital lease obligations or indebtedness incurred solely for the purpose of financing the acquisition of such equipment or other personal property; *provided* that (A) such Liens are confined solely to the equipment or other personal property so acquired (and any accessions, improvements or additions to such equipment or other personal property or their

proceeds) and the amount secured does not exceed the acquisition price thereof, and (B) no such Lien shall be created, incurred, assumed or suffered to exist in favor of Borrower's officers, directors or shareholders holding five percent (5%) or more of Borrower's Equity Securities;

(f) Liens arising from judgments, decrees or attachments in circumstances which do not constitute an Event of Default hereunder;

(g) to the extent made in the ordinary course of business, deposits under worker's compensation, unemployment insurance, social security and other similar laws, or to secure the performance of bids, tenders or contracts (other than for the repayment of borrowed money) or to secure indemnity, performance or other similar bonds for the performance of bids, tenders or contracts (other than for the repayment of borrowed money) or to secure statutory obligations (other than Liens arising under ERISA or environmental Liens~~(~~) or surety or appeal bonds, or to secure indemnity, performance or other similar bonds;

(h) Liens on insurance proceeds in favor of insurance companies granted solely as security for financed premiums;

(i) Liens in favor of customs and revenue authorities arising as a matter of law to secure payments of custom duties in connection with the importation of goods;

(j) Liens in favor of financial institutions arising in connection with deposit or securities accounts held ~~as~~at such financial institutions, *provided* that such Liens are permitted by Section 7.13 of this Agreement; leases or subleases of real property granted in the ordinary course of business, and leases, subleases, non-exclusive licenses or sublicenses of personal property (other than Intellectual Property) granted in the ordinary course of business;

(k) easements, rights of way, restrictions, encroachments and other minor defects or irregularities in title, in each case that do not and will not interfere in any material respect in the ordinary course of business;

(l) [reserved];

(m) subject to subordination provisions or a subordination agreement for the Indebtedness hereunder, acceptable to the Required Lenders in their commercially reasonable discretion, Liens securing Indebtedness permitted under clause (o) of Permitted Indebtedness;

(n) ~~(m)~~ (i) non-exclusive licenses of Intellectual Property entered into in the ordinary course of business; and (ii) exclusive licenses for the use of Intellectual Property of any Borrower or its Subsidiaries that do not result in a legal transfer of the licensed property but may be exclusive in certain respects, including as to fields of use;

(o) ~~(n)~~ Liens on cash collateral securing Indebtedness permitted by clauses (l)(ii) and (m) of "Permitted Indebtedness"; and

(p) ~~(o)~~ (i) Liens incurred in connection with the extension, renewal or refinancing of the indebtedness secured by Liens of the type described in clause (c) of this

definition, *provided* that any extension, renewal or replacement Lien shall be limited to the property encumbered by the existing Lien (and additions, accessions and improvements to such property and its replacements and proceeds) and the principal amount of the indebtedness being extended, renewed or refinanced does not increase (except by the amount of any accrued and unpaid interest on such principal amount and/or fees or premiums incurred in connection with any such extension, renewal or refinancing) and (ii) subject to any applicable restrictions in the Intercreditor Agreement, Liens incurred in connection with the extension, renewal or refinancing of the indebtedness secured by Liens of the type described in clause (a)(ii) of this definition.

"Person" means and includes any individual, any partnership, any corporation, any business trust, any joint stock company, any limited liability company, any unincorporated association or any other entity and any domestic or foreign national, state or local government, any political subdivision thereof, and any department, agency, authority or bureau of any of the foregoing.

"PIPE Transaction" shall mean the issuance of Convertible Securities or Equity Securities of the Borrower or the Surviving Corporation to certain subscribers pursuant to subscription agreements entered into in connection with a Business Combination or Qualified IPO.

"Property" means any interest in any kind of property or asset, whether real, personal or mixed, whether tangible or intangible.

"Qualified IPO" shall mean (i) an underwritten public offering pursuant to an effective registration statement (other than a public offering pursuant to a registration statement on Form S-4 or Form S-8) of the equity interests of the Borrower or any parent entity or any successor-in-interest to either of the foregoing ("Traditional IPO") filed under the Securities Act and/or (ii) other than with Ares Acquisition Corporation II, a transaction where the equity interests of the Borrower (or other person which then owns, directly or indirectly, 100% of the outstanding equity interests of the Borrower) or any successor-in-interest to either of the foregoing is publicly registered on any U.S. national securities exchange or over the counter market (including pursuant to a transaction involving a special purpose acquisition company) ("Alternative Business Combination").

"Required Lenders" at any time, means (a) Lenders then holding more than fifty percent (50%) of the sum of the Commitment Amount then in effect, if any, plus the aggregate unpaid principal balance of the Loan then outstanding, or (b) if the Commitment Amount has terminated, Lenders then holding more than fifty percent (50%) of the sum of the aggregate unpaid principal amount of Loan then outstanding; provided that (x) so long as there are two (2) or more unaffiliated Lenders, then Required Lenders shall include at least two (2) of such unaffiliated Lenders and (y) so long as Ares is a Lender hereunder, then Required Lenders shall also include Ares.

"Responsible Officer" has the meaning given to such term in Section 6.3 of this Agreement.

"Restricted License" means any license (other than any commercial off-the-shelf licenses or similar agreements that are commercially available to the public and any "shrink wrap" or "click wrap" licenses or open source software) with respect to which Borrower is the licensee and such license is material to Borrower's business and that prohibits or otherwise restricts, in a manner enforceable under applicable law, Borrower from granting a security interest in Borrower's interest in such license or any other property subject to such license.

"Rights to Payment" has the meaning given to such term in Section 4.1 of this Agreement.

"Rule 144" means Rule 144 promulgated by the SEC pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC having substantially the same effect as such Rule.

"Sanctions" means any sanction administered or enforced by the United States Government (including, without limitation, OFAC and the United States Department of State), the United Nations Security Council, the European Union, His Majesty's Treasury or other relevant sanctions authority.

"Scheduled Payments" has the meaning given to such term in Section 2.2(a) of this Agreement.

"SEC" means the Securities and Exchange Commission or any Governmental Authority succeeding to any or all of the functions of the Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933, as amended.

"Solvent" has the meaning given to such term in Section 5.12 of this Agreement.

"Standard Settlement Period" means the standard settlement period, expressed in a number of Trading Days, on Parent's primary Trading Market with respect to the Common Stock as in effect on the date of delivery of the Notice of Conversion.

"Subordinated Debt" means unsecured Indebtedness incurred by Borrower or any Subsidiary, the incurrence of which by Borrower or such Subsidiary is consented to by the Required Lenders and which is subordinated to the Obligations pursuant to a subordination agreement, intercreditor agreement, or similar agreement, in form and substance acceptable to the Required Lenders in their sole discretion.

"Subsidiary" means any corporation or other entity of which a majority of the outstanding Equity Securities entitled to vote for the election of directors or other governing body (otherwise than as the result of a default) is owned by Borrower directly or indirectly through Subsidiaries.

"Surviving Corporation" shall mean the public corporation or other listed entity resulting from or following a Business Combination or Qualified IPO.

"Third Amendment Effective Date" means March 2, 2026.

"Trading Day" means a day on which the principal Trading Market is open for business.

"Trading Market" means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the NYSE American, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange (or any successors to any of the foregoing).

"Transfer" has the meaning given to such term in Section 7.4 of this Agreement.

"VWAP" means, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted on a Trading Market, the daily volume weighted average price of the Common Stock for the 45 Trading Days preceding such date (or the nearest preceding date) on the Trading Market on which the Common Stock is then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), (b) if the Common Stock is not then listed or quoted on a Trading Market but is listed or quoted on OTCQB or OTCQX, the volume weighted average price of the Common Stock for the 45 Trading Days preceding such date (or the nearest preceding date) on OTCQB or OTCQX as applicable, (c) if the Common Stock is not then listed or quoted for trading on a Trading Market, OTCQB or OTCQX and if prices for the Common Stock are then reported in The Pink Open Market (or a similar organization or agency succeeding to its functions of reporting prices), the average of the highest closing bid price and the lowest closing ask price of the Common Stock for the 45 Trading Days preceding such date, or (d) in all other cases, the fair market value of a share of Common Stock as determined by an independent appraiser selected in good faith by the Lenders holding a majority in interest of the Loan then outstanding and reasonably acceptable to Parent, the fees and expenses of which shall be paid by Parent.

"Warrants" shall mean warrants to purchase Equity Securities of the Borrower or the Surviving Corporation at a fixed or variable price.

1.2 Construction. References in this Agreement to "Articles," "Sections," "Exhibits," "Schedules" and "Annexes" are to recitals, articles, sections, exhibits, schedules and annexes in and to this Agreement unless otherwise indicated. References in this Agreement and each of the other Loan Documents to any document, instrument or agreement shall include (a) all exhibits, schedules, annexes and other attachments to such Loan Document, (b) all documents, instruments or agreements issued or executed in replacement of such Loan Document, and (c) such document, instrument or agreement, or replacement or predecessor of such Loan Document, as amended, modified and supplemented from time to time and in effect at any given time (subject, in the case of clauses (b) and (c), to any restrictions on such replacement, amendment, modification or supplement set forth in the Loan Documents). The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement or any other Loan Document shall refer to this Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Agreement or such other Loan Document, as the case may be. The words "include" and "including" and words of similar import when used in this Agreement or any other Loan Document shall not be construed to be limiting or exclusive. Unless the context requires otherwise, any reference in this Agreement or any other Loan

Document to any Person shall be construed to include such Person's successors and assigns. Unless otherwise indicated in this Agreement or any other Loan Document, all accounting terms used in this Agreement or any other Loan Document shall be construed, and all accounting and financial computations hereunder or thereunder shall be computed, in accordance with GAAP (except with respect to unaudited financial statements (i) for non-compliance with FAS 123R and (ii) for the absence of footnotes and subject to year-end audit adjustments); *provided*, that all obligations of any Person that are or would have been treated as operating leases for purposes of GAAP prior to the issuance by the Financial Accounting Standards Board on February 25, 2016 of an Accounting Standards Update (the "ASU") shall continue to be accounted for as operating leases for purposes of all financial definitions, calculations and covenants for purposes of this Agreement (other than for purposes of the delivery of financial statements prepared in accordance with GAAP) whether or not such operating lease obligations were in effect on such date, notwithstanding the fact that such obligations are required in accordance with the ASU (on a prospective or retroactive basis or otherwise) to be treated as capitalized lease obligations in accordance with GAAP. All terms and information set forth on the cover page of this Agreement are incorporated into this Agreement.

2. Loan; Repayment.

2.1 Commitments.

(a) Loan.

(i) Initial Term Loan. Subject to the terms and conditions of this Agreement, and relying upon the representations and warranties set forth below as and when made or deemed to be made, each Lender with an Initial Term Loan Commitment, severally and not jointly, agrees to lend to Borrower on the Closing Date, term loans in the amount set forth opposite such Lender's name in Schedule 2.1(a) as its Initial Term Loan Commitment.

(ii) Converted SAFE Term Loan. Subject to the terms and conditions of this Agreement, and relying upon the representations and warranties set forth below as and when made or deemed to be made, each Lender with a Converted SAFE Term Loan Commitment, severally and not jointly, shall be deemed to have made to Borrower on the Closing Date, term loans in the amount set forth opposite such Lender's name in Schedule 2.1(a) as its Converted SAFE Term Loan Commitment.

(iii) Delayed Draw Term Loan. Subject to the terms and conditions of this Agreement, and relying upon the representations and warranties set forth below as and when made or deemed to be made, each Lender with a Delayed Draw Term Loan Commitment, severally and not jointly, agrees to lend to Borrower on the applicable Delayed Draw Funding Date, term loans in the amount to be set forth opposite such Lender's name in Schedule 2.1(a) on the applicable Delayed Draw Funding Date as its Delayed Draw Term Loan Commitment (as such schedule may be updated from time to time in accordance with this Agreement).

(iv) 2025-2 Delayed Draw Term Loan. Subject to the terms and conditions of this Agreement, including the delivery of 2025-2 Delayed Draw Term Loan

Warrants (as defined in Amendment No. 2) as provided for below, and relying upon the representations and warranties set forth below as and when made or deemed to be made, each Lender with a 2025-2 Delayed Draw Term Loan Commitment, severally and not jointly, agrees to lend to Borrower on the applicable 2025-2 Delayed Draw Funding Date, term loans in the amount of its 2025-2 Delayed Draw Term Loan Commitment.

(b) The Loan, BCA Expense Obligations and the Notes. The obligation of Borrower to repay the unpaid principal amount of and interest on the Loan or the principal amount of the BCA Expense Obligations shall, if requested by any Lender, be evidenced by a Note issued to such Lender.

(c) Use of Proceeds. The proceeds of the Loan shall be used solely for working capital or general corporate purposes of Borrower.

(d) Termination of Commitment to Lend. Notwithstanding anything in the Loan Documents, each Lender's obligation to lend the undisbursed portion of (x) its Initial Term Loan Commitment to Borrower under this Agreement shall terminate upon the making of such Lender's portion of the Initial Term Loan; (y) its Converted SAFE Term Loan Commitment to Borrower under this Agreement shall terminate upon the deemed making of such Lender's portion of the Converted SAFE Term Loan; (z) its Delayed Draw Term Loan Commitment to Borrower under this Agreement shall terminate upon the making of such Lender's portion of the Delayed Draw Term Loan; and (aa) its 2025-2 Delayed Draw Term Loan Commitment to Borrower under this Agreement shall be reduced by the amount of 2025-2 Delayed Draw Term Loans made by such Lender.

2.2 Payments.

(a) Scheduled Payments. Commencing on May 1, 2025, and continuing thereafter on the first Business Day of each calendar month (each a "Payment Date") through the Maturity Date, Borrower shall make a payment of accrued and unpaid interest to Lenders on the outstanding principal amount of the Loan on each such Payment Date. Such payment shall be paid in kind and capitalized on each such Payment Date by adding the accrued and unpaid amount thereof to the outstanding principal balance of the Loan (collectively, the "Scheduled Payments"). In any event, all unpaid principal and accrued and unpaid interest shall be due and payable in full on the Maturity Date.

(b) Fee Letter. The Borrower agrees to pay to the Agents the fees set forth in the Fee Letter at the times and in the amounts specified therein.

(c) Payment of Interest. Borrower shall pay interest on the Initial Term Loan, Delayed Draw Term Loan, 2025-2 Delayed Draw Term Loan, and the Converted SAFE Term Loan (including, for the avoidance of doubt, capitalized interest that has already been added to the principal balance of such Initial Term Loan, Delayed Draw Term Loan, 2025-2 Delayed Draw Term Loan or Converted SAFE Term Loan, as applicable) at a per annum rate of interest equal to the Loan Rate. Interest on any portion of the Loan shall be charged commencing on the day that such portion of the Loan is made to or on behalf of Borrower, and shall continue to accrue through the date on which the Loan is repaid in full. Changes to the Loan Rate based on

changes to the "prime rate" (or such substitute benchmark rate selected in accordance with the definition of "Loan Rate" set forth in Section 1.1 above) shall be effective on the effective date of any change to the "prime rate" (or such substitute benchmark rate selected in accordance with the definition of "Loan Rate" set forth in Section 1.1 above) and to the extent of any such change. Interest (including interest at the Default Rate, if applicable) shall be computed on the basis of a 360-day year for the actual number of days elapsed. Notwithstanding any other provision of this Agreement, the amount of interest payable on the Loan shall not in any event exceed the maximum amount permitted by the law applicable to interest charged on commercial loans.

(d) Application of Payments. Subject to Section 2.3, all payments received by Lenders prior to an Event of Default that has not been waived by the Lenders in accordance with this Agreement shall be applied as follows: (i) first, to Lenders' Expenses then due and owing; (ii) second, ratably, to all accrued and unpaid interest in respect of the next Scheduled Payment; (iii) third, ratably, to the principal balance of the Loan; and (iv) fourth, to BCA Expense Obligations then due and owing. In the event such payments are not sufficient to pay the whole amount then due, such payments shall be applied first to unpaid interest at the Loan Rate, then to the remaining amounts then due~~)~~. After an Event of Default that has not been waived by the Lenders in accordance with this Agreement, all payments and application of proceeds shall be made as set forth in Section 9.7.

(e) Late Payment Fee. Borrower shall pay to each Lender a late payment fee equal to six percent (6%) of any Scheduled Payment not paid when due to such Lender except in the event that the delay of such Scheduled Payment is caused by such Lender's failure.

(f) Default Rate. Borrower shall pay interest at a per annum rate equal to the Default Rate on any amounts required to be paid by Borrower to any Agent or any Lender under this Agreement or the other Loan Documents (including Scheduled Payments), payable with respect to the Loan, accrued and unpaid interest, and any fees or other amounts which remain unpaid after such amounts are due (including the BCA Expense Obligations). If an Event of Default has occurred and the Obligations have been accelerated (whether automatically or by the Lenders' election in accordance with this Agreement), Borrower shall pay interest on the aggregate, outstanding accelerated balance hereunder from the date of the Event of Default until all Events of Default are cured, at a per annum rate equal to the Default Rate.

2.3 Prepayments.

(a) Mandatory Prepayments.

(i) If the Loan is accelerated following the occurrence of an Event of Default that has not been waived by the Lenders pursuant to Section 9.1(a), then Borrower, in addition to any other amounts which may be due and owing under this Agreement, shall immediately pay to the Lenders the amount set forth in Section 2.3(b), as if Borrower had opted to prepay on the date of such acceleration.

(ii) If, after the ~~Closing~~Fourth Amendment Effective Date, the Borrower or ~~its~~any Subsidiary shall (x) offer any Equity Securities ~~and receive net cash~~

proceeds in connection with such offering and all other such offerings (other than any offering in connection with or in contemplation of a Business Combination) since the Closing Date in excess of One Hundred Million Dollars ($100,000,000) (the "Threshold Amount") or (y) issue or incur any Indebtedness (other than Permitted Indebtedness), and receive net cash proceeds in connection therewith that, together with net cash proceeds received in connection with all other such offerings, issuances and incurrences since the Fourth Amendment Effective Date, exceed One Hundred Seventy-Five Million Dollars ($175,000,000) (the "Threshold Amount"), the Borrower or such Subsidiary shall promptly notify Collateral Agent and the Lenders of the estimated net cash proceeds of such offering or issuance or incurrence to be received by or for the account of the Borrower or such Subsidiary in respect thereof. Subject to Section 2.3(a)(iii) below, within three (3) Business Days after receipt by the Borrower or such Subsidiary of the net cash proceeds of (I) any such offering of Equity Securities, causing the Threshold Amount to be exceeded, at Ares's election in its sole discretion, (i) the Borrower shall prepay the Loan in an aggregate amount equal to 100% of the amount of such net cash proceeds in excess of the Threshold Amount and (ii) any such issuance or incurrence of Indebtedness, the Borrower shall prepay the Loan in an aggregate amount equal to 100% of the amount of such net cash proceeds, in each case under this Section 2.3(a)(ii), together with the entire outstanding principal balance of the Loan, *plus* all accrued and unpaid interest (including, for the avoidance of doubt, any paid in kind interest) on such outstanding principal balance, *plus* the applicable Make-Whole Amount, *plus* all other Obligations then due, or (ii) the Lenders may elect to effect a Conversion in accordance with the provisions of Section 16. The Borrower acknowledges that its performance under this Agreement shall not limit the rights and remedies of the Agents and the Lenders for any breach of any terms of the Loan Documents. Subject to the last sentence of Section 2.2(d), each prepayment under this Section 2.3(a)(ii) shall be applied pro rata to Lenders based upon the outstanding principal amounts of the Loan owing to each such Lender and shall be accompanied by accrued and unpaid interest, together with any applicable Make-Whole Amount.

(iii) Notwithstanding anything to the contrary in this Section 2.3(a), no prepayment required pursuant to this Section 2.3(a) shall be required if such prepayment would be in contravention of the Intercreditor Agreement.

(b) Optional Prepayment. Upon five (5) Business Days' prior written notice to the Lenders, and at its option, Borrower may at any time, prepay all (and not less than all) of the outstanding Loan by simultaneously paying to the Lenders an amount equal to (i) any accrued and unpaid interest on the outstanding principal balance of the Loan; plus (ii) the Make-Whole Amount; plus (iii) the outstanding principal balance of such Loan; plus (iv) all other sums, if any, that shall have become due and payable hereunder.

(c) Notwithstanding anything to the contrary in this Agreement or any other Loan Document, the parties acknowledge and agree that if the Obligations are accelerated as a result of the occurrence and continuance of any Event of Default (including by operation of law or otherwise), the Make-Whole Amount determined as of the date of acceleration, will also be

due and payable and will be treated and deemed as though the applicable Loan was prepaid as of such date and shall constitute part of the Obligations for all purposes in this Agreement. THE BORROWER EXPRESSLY WAIVES THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE OR LAW THAT PROHIBITS OR MAY PROHIBIT THE COLLECTION OF THE MAKE-WHOLE AMOUNT IN CONNECTION WITH ANY SUCH ACCELERATION. The Borrower expressly acknowledges and agrees that: (i) the Make-Whole Amount is reasonable and is the product of an arm's length transaction between sophisticated business people, ably represented by counsel; (ii) the Make-Whole Amount shall be payable notwithstanding the then prevailing market rates at the time payment is made; (iii) there has been a course of conduct between Lenders and the Borrower giving specific consideration in this transaction for such agreement to pay the Make-Whole Amount; (iv) the Borrower shall be estopped hereafter from claiming differently than as agreed to in this Section 2.3(c); (v) their agreement to pay the Make-Whole Amount is a material inducement to the Lenders to make the Loan; and (vi) the Make-Whole Amount represents a good faith, reasonable estimate and calculation of the lost profits or damages of the Lenders; and (~~v~~vii) it would be impractical and extremely difficult to ascertain the actual amount of damages to the Lenders or profits lost by the Lenders as a result of the events resulting in such prepayment.

2.4 Other Payment Terms.

(a) Place and Manner. Borrower shall make all payments due to the Lenders in lawful money of the United States. All payments of principal, interest, fees and other amounts payable by Borrower under this Agreement shall be made, in immediately available funds (or, in the case of interest to be capitalized in accordance with Section 2.2 above, in kind), not later than 12:00 p.m. New York time, on the date on which such payment is due. Any payment received by the Lenders after the time set forth in the immediately preceding sentence will be deemed to have been received at the opening of business on the next Business Day, and interest shall accrue through such date. Borrower shall make such payments to Lenders via wire transfer or ACH as instructed by the Lenders from time to time.

(b) Date. Whenever any payment is due under this Agreement on a day other than a Business Day, such payment shall be made on the next succeeding Business Day. Any such extension of time shall be included in the computation of interest or fees.

(c) Taxes.

(i) Unless otherwise required under applicable law, any and all payments made under this Agreement or under the Notes shall be made without deduction for any taxes. In the event Borrower is required to deduct any taxes from such payments, then: (A) if such taxes are Indemnified Taxes, the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 2.4(c)) any Agent or Lender receives an amount equal to the sum it would have received had no such deductions been made; (B) Borrower shall make such deductions; and (C) Borrower shall pay, in a timely manner, the full amount deducted to the relevant Governmental Authority in accordance with applicable law.

(ii) Borrower shall indemnify the Agents and the Lenders, within ten (10) days after receiving a written indemnification demand, for the full amount of any Indemnified Taxes or Other Taxes imposed or asserted directly on any Agent or any Lender by any Governmental Authority on or attributable to amounts payable under this Agreement solely as a result of such Agent or such Lender entering into this Agreement to the extent such taxes are paid by such Agent or such Lender, and any penalties, interest and reasonable expenses arising from or with respect to such Agent or such Lender entering into this Agreement, whether or not such taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to Borrower by such Agent or such Lender shall be conclusive absent manifest error.

(iii) As soon as practicable after any payment of any Indemnified Taxes or Other Taxes by Borrower under this Agreement to a Governmental Authority, Borrower shall deliver to the Lender Representative the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Required Lenders.

(iv)

(A) If any Agent or any Lender is entitled to an exemption from or reduction of withholding tax under the law of the jurisdiction in which Borrower is located, or any treaty to which such jurisdiction is a party, with respect to payments under this Agreement, such Agent or such Lender shall deliver to Borrower, as reasonably requested by Borrower, such properly completed and executed documentation prescribed by applicable law as will permit such payments to be made without withholding or at a reduced rate. Without limiting the foregoing, (x) each Lender that is a "United States person" within the meaning of Section 7701(a)(30) of the Internal Revenue Code and each Agent shall deliver to the Borrower on or about the date of this Agreement (or, in the case of a Lender that becomes a Lender after the date of this Agreement, on or about the date such Lender becomes a Lender under this Agreement), and from time to time thereafter upon the reasonable request of the Borrower, an executed copy of IRS Form W-9 certifying that such Person is exempt from U.S. federal backup withholding tax; and (y) each other Lender shall deliver to ~~deliver to~~ the Borrower on or about the date of this Agreement (or, in the case of a Lender that becomes a Lender after the date of this Agreement, on or about the date such Lender becomes a Lender under this Agreement), and from time to time thereafter upon the reasonable request of the Borrower, an executed copy of the appropriate series of IRS Form W-8 together with appropriate documentation, establishing either an exemption from U.S. federal withholding tax on interest income pursuant to a tax treaty or eligibility for the exemption for portfolio interest under

Sections 871(h) or 881(c) of the Internal Revenue Code on behalf of itself or its beneficial owners, as applicable.

(B) If a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Internal Revenue Code, as applicable), such Lender shall deliver to the Borrower at the time or times prescribed by law and at such time or times reasonably requested by the Borrower such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Internal Revenue Code) and such additional documentation reasonably requested by the Borrower as may be necessary for the Borrower to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount, if any, to deduct and withhold from such payment. Solely for purposes of this clause (B), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(v) If any Agent or any Lender receives a refund in respect of Indemnified Taxes or Other Taxes paid by Borrower pursuant to this Section 2.4(c), which in the sole discretion of such Agent or such Lender exercised in good faith is allocable to such payment, it shall promptly pay such refund, together with any other amounts paid by Borrower in connection with such refunded taxes, to Borrower, net of all out-of-pocket expenses (including any taxes to which such Agent or such Lender has become subject as a result of its receipt of such refund) of such Agent or such Lender incurred in obtaining such refund and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Upon the request of such Agent or such Lender, however, Borrower shall promptly repay to such Agent or such Lender amounts paid over pursuant to the preceding clause (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such Agent or such Lender is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (v), in no event will such Agent or such Lender be required to pay any amount to Borrower pursuant to this paragraph (v) the payment of which would place such Agent or such Lender in a less favorable net after-tax position than such Agent or such Lender would have been in if the indemnification payments or additional amounts giving rise to such refund had never been deducted, withheld or otherwise imposed and if the indemnification payments or additional amounts giving rise to such refund had never been paid. This paragraph shall not be construed to require such Agent or such Lender to make available its tax returns (or any other information relating to its taxes that it deems confidential) to Borrower or any other Person.

2.5 Procedure for Making the Loan.

(a) Notice. The Initial Term Loan shall be made on the Closing Date. The Converted SAFE Term Loan shall be deemed to be made on the Closing Date. The Delayed Draw Term Loan shall be made on the Delayed Draw Funding Date. 2025-2 Delayed Draw Term Loans shall be made on each 2025-2 Delayed Draw Funding Date. Borrower's execution and delivery to any Lender of a Note in respect of the Loan shall be Borrower's agreement to the terms and calculations thereunder with respect to such Loan. Each Lender's obligation to make the Loan shall be expressly subject to the satisfaction of the conditions set forth in Section 3.

(b) [Reserved].

(c) Disbursement. The Lenders shall disburse the proceeds of the Initial Term Loan, Delayed Draw Term Loan, and the 2025-2 Delayed Draw Term Loan by wire transfer to Borrower at the account specified in the applicable Funding Certificate.

2.6 Legal and Closing Expenses.

(a) Legal, Due Diligence and Documentation Expenses. Immediately upon the earlier of (x) the closing of the Business Combination contemplated by the Closing Date Business Combination Agreement and (y) the termination of the Closing Date Business Combination Agreement, Borrower shall pay to Agents and the Lenders all of Agents' and Lenders' reasonable and documented legal, due diligence and documentation expenses in connection with the negotiation and documentation of this Agreement and the Loan Documents, which amounts shall be invoiced to Borrower at least three (3) Business Days prior to such date.

3. Conditions of Loan.

3.1 Conditions Precedent to Closing. At the time of the execution and delivery of this Agreement, the Agents and the Lenders shall have received, in form and substance reasonably satisfactory to them, all of the following (unless the Agents and Lenders have agreed to waive such condition or document):

(a) Loan Agreement. This Agreement duly executed by Borrower, Collateral Agent, Lender Representative and Lenders.

(b) Intercreditor Agreement. The Intercreditor Agreement duly executed by Borrower, Collateral Agent, Lender Representative, the First Lien Collateral Agent and the other parties to the Intercreditor Agreement.

(c) Amendment to First Lien Loan and Security Agreement. Borrower shall have provided the Agents and the Lenders with an amendment to the First Lien Loan and Security Agreement, reasonably satisfactory to the Agents and the Lenders, which amendment, among other things, shall permit the execution, delivery and performance of this Agreement and the other Loan Documents.

(d) Secretary's Certificate. A certificate of the secretary or assistant secretary of Borrower, dated as of the Closing Date, with copies of the following documents attached: (i) the certificate of incorporation and bylaws (or equivalent documents) of Borrower certified by Borrower as being complete and in full force and effect on the date thereof; (ii) incumbency and

representative signatures; and (iii) resolutions authorizing the execution and delivery of this Agreement and each of the other Loan Documents.

(e) Good Standing Certificates. A good standing certificate from Borrower's state of organization and the state in which Borrower's principal place of business is located, each dated as of a date no earlier than thirty (30) days prior to the Closing Date.

(f) Certificate of Insurance. Evidence of the insurance coverage required by Section 6.8.

(g) Consents. All necessary consents of shareholders and other third parties with respect to the execution, delivery and performance of this Agreement and the other Loan Documents.

(h) Legal Opinion. A customary legal opinion of Borrower's counsel, dated as of the Closing Date, in form and substance reasonably satisfactory to Agents and the Lenders.

(i) Fee Letter. The Fee Letter duly executed by Borrower and the Agents.

(j) Account Control Agreements. Subject to Section 6.12, Account Control Agreements for all of Borrower's deposit accounts and securities accounts duly executed by all of the parties of the Account Control Agreements (other than any Excluded Accounts).

(k) Fees and Expenses. Payment of all fees and expenses then due under this Agreement or under any other Loan Document.

(l) Other Documents; KYC. Such other documents and completion of such other matters, as the Agents or Lenders may reasonably deem necessary or appropriate, including all documentation and other information required under applicable "know your customer" and anti-money laundering rules and regulations, including the USA Patriot Act.

3.2 Conditions Precedent to Making the Initial Term Loan and Converted SAFE Term Loan. The obligation of the Lenders to make the Initial Term Loan and Converted SAFE Term Loan is further subject to satisfaction of the following conditions as of the date of this Agreement:

(a) No Default. No Default or Event of Default shall have occurred and be continuing.

(b) Landlord Agreements. Subject to Section 6.12, Borrower shall have provided the Collateral Agent with a Landlord Agreement for: (i) each leased real property where Borrower's books and records and the Collateral with a book value in excess of Three Hundred Thousand ($300,000) is located (unless Borrower is the fee owner thereof); and (ii) the Borrower's principal place of business.

(c) Note. With respect to each requesting Lender, Borrower shall have duly executed and delivered a Note in the amount of the Initial Term Loan and/or Converted SAFE Term Loan held by such Lender.

(d) UCC Financing Statements. The Collateral Agent shall have received such documents, instruments and agreements, including UCC financing statements or amendments to UCC financing statements and UCC financing statement searches, as the Collateral Agent shall reasonably request to evidence the perfection and priority of the security interests granted to Collateral Agent pursuant to Section 4. Borrower authorizes the Agents and the Lenders to file any UCC financing statements, continuations of or amendments to UCC financing statements they deem necessary to perfect the Collateral Agent's security interest in the Collateral.

(e) Funding Certificate. Borrower shall have duly executed and delivered to the Lenders a Funding Certificate for the Initial Term Loan.

(f) Representations and Warranties. The representations and warranties made by Borrower in Section 5 and in the other Loan Documents shall be true and correct in all material respects (except with respect to any representation or warranty that already contains a materiality qualifier, which representation or warranty shall be true and correct in all respects) as of such date, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects as of such earlier date.

(g) Other Documents. Borrower shall have provided any Agent or any Lender with such other documents and completion of such other matters, as such Agent or such Lender may reasonably deem necessary or appropriate.

3.3 Conditions Precedent to Making the Delayed Draw Term Loan. The obligation of the Lenders to make the Delayed Draw Term Loan is further subject to satisfaction of the following conditions as of the date such Delayed Draw Term Loan is to be funded (such date, the "Delayed Draw Funding Date"):

(a) No Default. No Default or Event of Default shall have occurred and be continuing.

(b) Representations and Warranties. The representations and warranties made by Borrower in Section 5 and in the other Loan Documents shall be true and correct in all material respects (except with respect to any representation or warranty that already contains a materiality qualifier, which representation or warranty shall be true and correct in all respects) as of such date, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects as of such earlier date.

(c) Note. With respect to each requesting Lender, Borrower shall have duly executed and delivered a Note in the amount of the Delayed Draw Term Loan held by such Lender.

(d) Funding Certificate. Borrower shall have duly executed and delivered to the Lenders a Funding Certificate for the Delayed Draw Term Loan.

(e) KYC. On or prior to the Delayed Draw Funding Date, the Agents shall have received all documentation and other information with respect to each Lender providing a Delayed Draw Term Loan required under applicable "know your customer" and anti-money laundering rules and regulations, including the USA Patriot Act.

(f) Delayed Draw Funding Date. The Delayed Draw Funding Date shall occur no later than September 4, 2025.

3.4 Conditions Precedent to Making the 2025-2 Delayed Draw Term Loan. The obligation of each 2025-2 Delayed Draw Term Loan Lender to make 2025-2 Delayed Draw Term Loans is further subject to satisfaction of the following conditions as of the date such 2025-2 Delayed Draw Term Loan is to be funded (each such date, the "2025-2 Delayed Draw Funding Date"):

(a) No Default. No Default or Event of Default shall have occurred and be continuing.

(b) Representations and Warranties. The representations and warranties made by Borrower in Section 5 and in the other Loan Documents shall be true and correct in all material respects (except with respect to any representation or warranty that already contains a materiality qualifier, which representation or warranty shall be true and correct in all respects) as of such date, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects as of such earlier date.

(c) Note. With respect to each requesting 2025-2 Delayed Draw Term Loan Lender, Borrower shall have duly executed and delivered a Note in the amount of 2025-2 ~~the~~ Delayed Draw Term Loan held by such 2025-2 Delayed Draw Term Loan Lender.

(d) Warrant. Borrower shall have issued to each Lender making a 2025-2 Delayed Draw Term Loan on such 2025-2 Delayed Draw Funding Date a 2025-2 Delayed Draw Term Loan Warrant in an amount equal to 5.00% of the 2025-2 Delayed Draw Term Loans made by such Lender on such 2025-2 Delayed Draw Funding Date.

(e) Funding Certificate. Borrower shall have duly executed and delivered to the 2025-2 Delayed Draw Term Loan Lender a Funding Certificate for the 2025-2 Delayed Draw Term Loan.

(f) Consent. Receipt of the prior written consent of each Agent, which consent may be granted or withheld in each Agent's sole discretion.

3.5 Covenant to Deliver. Borrower agrees (not as a condition but as a covenant) to deliver to any Agent or any Lender each item required to be delivered to such Agent or such Lender as a condition to the making of the Loan, if such Loan is advanced. Borrower expressly agrees that the extension of the Loan prior to the receipt by such Agent or such Lender of any such item (unless expressly waived) shall not constitute a waiver by such Agent or such Lender

of Borrower's obligation to deliver such item, and any such extension in the absence of a required item shall be in such Agent's or such Lender's sole discretion.

4. Creation of Security Interest.

4.1 Grant of Security Interests. Borrower grants to Collateral Agent a valid, continuing security interest in all presently existing and hereafter acquired or arising Collateral in order to secure prompt, full and complete payment of any and all Obligations (including, for the avoidance of doubt, the BCA Expense Obligations) and in order to secure prompt, full and complete performance by Borrower of each of its covenants and duties under each of the Loan Documents. The "Collateral" shall mean and include all right, title, interest, claims and demands of Borrower in the following:

(a) All goods (and embedded computer programs and supporting information included within the definition of "goods" under the Code) and equipment now owned or hereafter acquired, including all laboratory equipment, computer equipment, office equipment, machinery, fixtures, vehicles (including motor vehicles and trailers), and any interest in any of the foregoing, and all attachments, accessories, accessions, replacements, substitutions, additions, and improvements to any of the foregoing, wherever located;

(b) All inventory now owned or hereafter acquired, including all merchandise, raw materials, parts, supplies, packing and shipping materials, work in process and finished products including such inventory as is temporarily out of Borrower's custody or possession or in transit and including any returns upon any accounts or other proceeds, including insurance proceeds, resulting from the sale or disposition of any of the foregoing and any documents of title representing any of the above, and Borrower's books relating to any of the foregoing;

(c) All contract rights, general intangibles and all Intellectual Property, now owned or hereafter acquired, including goodwill, license agreements, franchise agreements, blueprints, drawings, purchase orders, customer lists, route lists, claims, software, computer programs, computer disks, computer tapes, literature, reports, catalogs, design rights, income tax refunds, payment intangibles, commercial tort claims, payments of insurance and rights to payment of any kind;

(d) All now existing and hereafter arising accounts, contract rights, royalties, license rights, license fees and all other forms of obligations owing to Borrower arising out of the sale or lease of goods, the licensing of technology or the rendering of services by Borrower (subject, in each case, to the contractual rights of third parties to require funds received by Borrower to be expended in a particular manner), whether or not earned by performance, and any and all credit insurance, guaranties, and other security therefor, as well as all merchandise returned to or reclaimed by Borrower and Borrower's books relating to any of the foregoing;

(e) All documents, cash, deposit accounts, letters of credit and letters of credit rights (whether or not the letter of credit is evidenced by a writing) and other supporting obligations, certificates of deposit, instruments, promissory notes, chattel paper (whether tangible or electronic) and investment property, including all securities, whether certificated or uncertificated, security entitlements, securities accounts, commodity contracts and commodity

accounts, and all financial assets held in any securities account or otherwise, wherever located, now owned or hereafter acquired and Borrower's books relating to the foregoing; and

(f) To the extent not covered by clauses (a) through (e), all other personal property of the Borrower, whether tangible or intangible, and any and all rights and interests in any of the above and the foregoing and, any and all claims, rights and interests in any of the above and all substitutions for, additions and accessions to and proceeds thereof, including insurance, condemnation, requisition or similar payments and proceeds of the sale or licensing of Intellectual Property.

Notwithstanding the foregoing, the Collateral shall not include: (i) more than 65% of the presently existing and hereafter arising issued and outstanding shares of capital stock owned by Borrower of any Subsidiary formed outside of the United States of America which shares entitle the holder thereof to vote for directors or any other matter; (ii) rights held under a license or other agreement that are not assignable by their terms without the consent of the licensor thereof (but only to the extent such restriction on assignment is enforceable under applicable law); (iii) property (including any attachments, accessions or replacements) that is subject to a Lien that is permitted pursuant to clause (e) of the definition of Permitted Liens, if the grant of a security interest with respect to such property pursuant to this Agreement would be prohibited by the agreement creating such Permitted Lien or would otherwise constitute a default thereunder, provided, that such property will be deemed "Collateral" hereunder upon the termination and release of such Permitted Lien; (iv) intent-to-use trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording or a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent that granting of a security interest in such intent-to-use trademarks would be contrary to applicable law; (v) property for which the granting of a security interest in such property is contrary to applicable law, provided that upon the cessation of any such restriction or prohibition, such property shall automatically become part of the Collateral without any action by Borrower or Lenders; and (vi) cash collateral accounts subject to Liens permitted by clause (o) of the definition of Permitted Liens.

4.2 After-Acquired Property. If Borrower shall at any time acquire a commercial tort claim, as defined in the Code, with a value in excess of Two Hundred Fifty Thousand Dollars ($250,000), Borrower shall promptly notify Collateral Agent in writing signed by Borrower of the brief details of such claim and grant to Collateral Agent in such writing a security interest in such claim and in the proceeds of such claim, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to Collateral Agent.

4.3 Duration of Security Interest. Collateral Agent's security interest in the Collateral shall continue until the payment in full and the satisfaction of all Obligations (other than inchoate indemnity obligations), and termination of Lenders' commitments to fund the Loan, whereupon such security interest shall automatically terminate. At Borrower's sole cost and expense, the Agents and the Lenders shall promptly execute such further documents and take such further actions as may be reasonably necessary to make effective the release contemplated by this

Section 4.3, including duly authorizing and delivering termination statements for filing in all relevant jurisdictions under the Code.

4.4 Location and Possession of Collateral. The Collateral is and shall remain in the possession of Borrower at its location listed on the cover page hereof, as set forth in the Disclosure Schedule or as otherwise permitted by Section 7.2. Borrower shall remain in full possession, enjoyment and control of the Collateral with a value individually or in the aggregate in excess of Three Hundred Thousand Dollars ($300,000), except: (i) only as may be otherwise required by Collateral Agent for perfection of the security interests in the Collateral created under this Agreement; (ii) movable personal property such as laptop computers; (iii) any inventory that is in the possession of Borrower's customers in the ordinary course of Borrower's business: and (iv) any Collateral that is transferred in accordance with Section 7.4 of this Agreement, and so long as no Event of Default that has not been waived by the Lenders has occurred, Borrower shall be entitled to manage, operate and use the same and each part of such Collateral with the rights and franchises appertaining to such Collateral. Notwithstanding the foregoing, Borrower's possession, enjoyment, control and use of the Collateral shall at all times be subject to the observance and performance of the terms of this Agreement.

4.5 Delivery of Additional Documentation Required. At the request of Collateral Agent, Borrower shall from time to time execute and deliver to Collateral Agent all financing statements and other documents Collateral Agent may reasonably request, in form reasonably satisfactory to Collateral Agent, to perfect and continue Collateral Agent's perfected security interests in the Collateral and in order to consummate fully all of the transactions contemplated under the Loan Documents.

4.6 Right to Inspect. Through any of their officers, employees, or agents, any Agent and any Lender shall have the right to inspect the books and records of Borrower and Subsidiaries and to make copies thereof and to inspect, test, and appraise the Collateral in order to verify Borrower's financial condition or the amount, condition of, or any other matter relating to, the Collateral. Any such inspection shall require reasonable prior notice during Borrower's usual business hours. Any inspection, test or appraisal conducted under this Section 4.6 shall be conducted at the sole cost and expense of Borrower. Such inspections shall not occur more than once during any twelve (12) month period unless an Event of Default has occurred that has not been waived by the Lenders.

4.7 Intellectual Property. Borrower shall promptly notify Collateral Agent on or before the federal registration or filing by Borrower of any patent or patent application, or trademark or trademark application, or copyright or copyright application. Borrower shall promptly execute and deliver to the Collateral Agent any grants of security interests in same, in form acceptable to Collateral Agent, to file with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

4.8 Protection of Intellectual Property. Borrower shall:

(a) protect, defend and maintain the validity and enforceability of its material Intellectual Property and promptly advise Collateral Agent in writing of material infringements known to Borrower;

(b) not allow any Intellectual Property material to Borrower's business to be abandoned, forfeited or dedicated to the public without Lenders' written consent unless the

abandonment, forfeiture or dedication of such Intellectual Property could not reasonably be expected to have a Material Adverse Effect;

(c) provide written notice to Collateral Agent within ten (10) days of entering or becoming bound by any Restricted License (other than over-the-counter software that is commercially available to the public); and

(d) take such commercially reasonable steps as Collateral Agent reasonably requests to obtain the consent of, or waiver by, any person whose consent or waiver is necessary for: (i) any Restricted License to be deemed "Collateral" and for Collateral Agent to have a security interest in it that might otherwise be restricted or prohibited by law or by the terms of any such Restricted License, whether now existing or entered into in the future; and (ii) Collateral Agent to have the ability in the event of a liquidation of any Collateral to dispose of such Collateral in accordance with Collateral Agent's rights and remedies under this Agreement and the other Loan Documents.

4.9 Lien Subordination. Agents and Lenders agree that the Liens granted to the Collateral Agent under this Agreement shall be subordinate to the Liens securing the Indebtedness permitted under clause (a)(ii) of the definition of Permitted Indebtedness in accordance with the Intercreditor Agreement and clause (e) of the definition of Permitted Indebtedness. Notwithstanding the foregoing, the Obligations under this Agreement shall not be subordinate in right of payment to any other obligations to any third parties, including other lenders, equipment lenders or equipment lessors. Lenders' rights and remedies under this Agreement shall not in any way be subordinate to the rights and remedies of any such third parties. So long as no Event of Default has occurred, the Agents and the Lenders agree to execute and deliver such agreements and documents as may be reasonably requested by Borrower from time to time which set forth the lien subordination described in this Section 4.9 and are reasonably acceptable to the Agents and the Required Lenders. The Agents and Lenders shall have no obligation to execute any other agreement or document which would impose obligations, restrictions or lien priority on any Agent or Lender which are less favorable to such Agent or Lender than those described in this Section 4.9.

5. Representations and Warranties. Except as set forth in the Disclosure Schedule or disclosed to Lender in writing pursuant to the Loan Documents, Borrower represents and warrants as follows:

5.1 Organization and Qualification. Each of Borrower and its Subsidiaries is a corporation duly organized and validly existing under the laws of its state of incorporation and qualified and licensed to do business in, and is in good standing in, any jurisdiction in which the conduct of its business or its ownership of Property requires that it be so qualified and licensed, except for such jurisdictions as to which any failure to so qualify would not have a Material Adverse Effect.

5.2 Authority. Borrower has all necessary power and authority to execute, deliver, and perform in accordance with the terms thereof, the Loan Documents to which it is a party. Borrower and Subsidiaries have all requisite power and authority to own and operate their Property and to carry on their businesses as now conducted. Borrower and Subsidiaries have obtained all licenses, permits, approvals and other authorizations necessary for the operation of

their business except where the failure to obtain such licenses, permits, approvals or other authorizations would not reasonably be expected to have a Material Adverse Effect.

5.3 Conflict with Other Instruments, etc. Neither the execution and delivery of any Loan Document to which Borrower is a party nor the consummation of the transactions contemplated by the Loan Documents nor compliance with the terms, conditions and provisions thereof will conflict with or result in a breach of any of the terms, conditions or provisions of the certificate of incorporation, the by-laws, or any other organizational documents of Borrower or any law or any regulation, order, writ, injunction or decree of any court or Governmental Authority by which Borrower or any Subsidiary or any of their respective property or assets may be bound or affected, or any material agreement or instrument to which Borrower is a party or by which it or any of its Property is bound or to which it or any of its Property is subject, or constitute a default thereunder or result in the creation or imposition of any Lien, other than Permitted Liens.

5.4 Authorization; Enforceability. The execution and delivery of this Agreement, the granting of the security interest in the Collateral, the incurrence of the Loan, the execution and delivery of the other Loan Documents to which Borrower is a party and the consummation of the transactions contemplated by those documents have each been duly authorized by all necessary action on the part of Borrower. No authorization, consent, approval, license or exemption of, and no registration, qualification, designation, declaration or filing with, or notice to, any Person is, was or will be necessary to: (a) the valid execution and delivery of any Loan Document to which Borrower is a party; (b) the performance of Borrower's obligations under any Loan Document; or (c) the granting of the security interest in the Collateral, except for (i) filings in connection with the perfection of the security interest in any of the Collateral and (ii) any registrations, filings, notices or consents that have been obtained or made. The Loan Documents have been duly executed and delivered and constitute legal, valid and binding obligations of Borrower, enforceable in accordance with their respective terms, except as the enforceability thereof may be limited by bankruptcy, insolvency or other similar laws of general application relating to or affecting the enforcement of creditors' rights or by general principles of equity.

5.5 No Prior Encumbrances. Borrower has good and marketable title to the Collateral that it purports to own, free and clear of Liens except for Permitted Liens. Borrower has good title and ownership of, or is licensed under, all of Borrower's current Intellectual Property that is material to Borrower's business. Borrower is the sole owner of the Intellectual Property which it owns or purports to own except for: (a) non-exclusive licenses granted to its customers, resellers and/or distributors in the ordinary course of business; (b) over-the-counter software that is commercially available to the public, "shrink-wrap" and "click-wrap" licenses and open-source software; (c) Intellectual Property licensed to Borrower; and (d) licenses that do not result in a legal transfer of ownership of the licensed property but that may be exclusive as to territory only as to discrete geographical areas outside of the United States. Each patent which it owns or purports to own and which is material to Borrower's business is valid and enforceable to the best of Borrower's knowledge. No part of the Intellectual Property which Borrower owns or purports to own and which is material to Borrower's business has been judged invalid or unenforceable, in whole or in part. Borrower is not a party to, nor is it bound by, any Restricted License except to the extent maintained in accordance with Section 4.8(d). Borrower has not received any written communications alleging that Borrower has violated, or, to Borrower's knowledge, by conducting its business as proposed, would violate any proprietary rights of any other Person, the

violation of which could reasonably be expected to be material to Borrower. Borrower has no knowledge of any infringement or violation by it of the intellectual property rights of any third party and has no knowledge of any violation or infringement by a third party of any of its Intellectual Property, in each case, which could reasonably be expected to be material to Borrower. Borrower owns all Intellectual Property associated with the business of Borrower and Subsidiaries it purports to own, free and clear of any Liens other than Permitted Liens.

5.6 Security Interest. The provisions of this Agreement create legal and valid security interests in the Collateral in favor of Collateral Agent. Assuming the proper filing of one or more financing statement(s) identifying the Collateral with the proper state and/or local authorities, the security interests in the Collateral granted to Collateral Agent pursuant to this Agreement (a) to the extent such may be perfected by the filing of a UCC-1 financing statement with proper state and/or local authorities, will constitute and will continue to constitute second priority security interests junior only to the security interests of the First Lien Collateral Agent and the First Lien Lenders under the First Lien Loan Documents (except to the extent any other Permitted Liens may have a superior priority to Collateral Agent's Liens under this Agreement) and (b) to the extent such may be perfected by the filing of a UCC-1 financing statement with proper state and/or local authorities, are and will continue to be superior and prior to the rights of all other creditors of Borrower except the First Lien Collateral Agent and First Lien Lenders (except to the extent any other Permitted Liens may have a superior priority to Collateral Agent's Liens under this Agreement).

5.7 Name; Location of Chief Executive Office, Principal Place of Business and Collateral. Borrower has not done business in the last five (5) years under any name other than that specified on the signature page hereof. Borrower's jurisdiction of incorporation, chief executive office, principal place of business, and the place where Borrower maintains its records concerning the Collateral are presently located in the state and at the address set forth on the cover page of this Agreement. The Collateral is presently located at the address set forth on the cover page hereof or as set forth in the Disclosure Schedule or as otherwise disclosed to the Agents and the Lenders pursuant to Section 7.2.

5.8 Litigation. There are no actions or proceedings pending by or against Borrower or any Subsidiary before any court, arbitral tribunal, regulatory organization, administrative agency or similar body that could reasonably be expected to be material. Borrower does not have knowledge of any such actions or proceedings that are pending or threatened in writing.

5.9 Financial Statements. All financial statements relating to Borrower, any Subsidiary that have been or may hereafter be delivered by Borrower to the Agents or the Lenders present fairly in all material respects Borrower's Consolidated financial condition as of the date thereof and Borrower's Consolidated results of operations for the period then ended.

5.10 No Material Adverse Effect. No event has occurred and no condition exists which could reasonably be expected to have a Material Adverse Effect since December 31, 2021.

5.11 Full Disclosure. No representation, warranty or other statement made by Borrower in any Loan Document (including the Disclosure Schedule), certificate or written statement furnished to the Agents or the Lenders, taken together with all such written certificates and written statements given to the Agents and Lenders, contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained in such certificates or statements not misleading in any material respect (it being recognized that any projections and estimates relating to future events, although made in good faith, are not to be

viewed as facts and the actual results during any period covered by any such projection may differ from projected or estimated results). There is no fact known to Borrower which materially adversely affects, or which could in the future be reasonably expected to materially adversely affect, its ability to perform its obligations under this Agreement.

5.12 Solvency, Etc. Borrower is Solvent (as defined below) and, immediately after the execution and delivery of the Loan Documents and the consummation of the transactions contemplated thereby, Borrower will be Solvent. "Solvent" with respect to any Person on any date, means that on such date: (a) the fair value of the property of such Person (on a going-concern basis) is greater than the fair value of the liabilities (including contingent liabilities) of such Person; (b) the present fair saleable value of the assets of such Person (on a going-concern basis) is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured; (c) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay as such debts and liabilities mature; and (d) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute an unreasonably small capital.

5.13 Subsidiaries. Borrower has no Subsidiaries, except that Kodiak is a wholly-owned Subsidiary of Parent.

5.14 Capitalization. All issued and outstanding Equity Securities of Borrower are duly authorized and validly issued, fully paid and non-assessable. Such securities were issued in compliance with all applicable state and federal laws concerning the issuance of securities, except for such compliance with such laws that would not reasonably be expected to result in a Material Adverse Effect.

5.15 Catastrophic Events; Labor Disputes. None of Borrower, any Subsidiary or any of their respective Property is or has been affected by any fire, explosion, accident, strike, lockout or other labor dispute, drought, storm, hail, earthquake, embargo, act of God or other casualty that could reasonably be expected to be material to the Borrower. There are no disputes presently subject to grievance procedure, arbitration or litigation under any of the collective bargaining agreements, employment contracts or employee welfare or incentive plans to which Borrower or any Subsidiary is a party, and there are no strikes, lockouts, work stoppages or slowdowns, or, to the knowledge of Borrower, jurisdictional disputes or organizing activity occurring or threatened in writing, in each case, which could reasonably be expected to be material to the Borrower.

5.16 No Present Intention to Terminate. To the knowledge of Borrower, no officer of Borrower, and no employee of Borrower whose termination, either individually or in the aggregate, could reasonably be expected to be material to the Borrower, has any present intention of terminating his or her employment with Borrower.

5.17 No Plan Assets. Neither Borrower nor any Subsidiary is an "employee benefit plan," as defined in Section 3(3) of ERISA, subject to Title I of ERISA, and none of the assets of Borrower or any Subsidiary constitutes or will constitute "plan assets" of one or more such plans within the meaning of 29 C.F.R. Section 2510.3-101. In addition, (a) neither Borrower nor any Subsidiary is a "governmental plan" within the meaning of Section 3(32) of ERISA and (b) transactions by or with Borrower or any Subsidiary are not subject to state statutes regulating investment of, and fiduciary obligations with respect to, governmental plans similar to the provisions of Section 406 of ERISA or Section 4975 of the Internal Revenue Code currently in

effect, which prohibit or otherwise restrict the transactions contemplated by this Loan Agreement.

5.18 Sanctions, Etc. None of Borrower, any of its Subsidiaries or, to the knowledge of Borrower, any director, officer, employee, agent or controlled Affiliate of Borrower or any of its Subsidiaries, is a Person that is: (a) the subject or target of any Sanctions; or (b) located, organized or resident in a country or territory that is, or whose government is, the subject of Sanctions. To the best of Borrower's knowledge, as of the Closing Date, including after giving effect to any transfers of interests permitted pursuant to the Loan Documents, none of the funds of Borrower, any Subsidiary or of their Affiliates have been derived from any unlawful activity with the result that the investment in the respective party (whether directly or indirectly), is prohibited by applicable law or the Loan is in violation of applicable law.

5.19 Regulatory Compliance. Borrower is not a "bank holding company" or a direct or indirect subsidiary of a "bank holding company" as defined in the Bank Holding Company Act of 1956, as amended, and Regulation Y thereunder of the Board of Governors of the Federal Reserve System. Neither Borrower nor any Subsidiary is required to register as an "investment company" or a company controlled by an entity required to register as an "investment company" under the Investment Company Act of 1940. Borrower is not engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (as defined in Regulation U of the Board of Governors of the Federal Reserve System) and no proceeds of the Loan will be used to purchase or carry margin stock or to extend credit to others for the purpose of purchasing or carrying any margin stock.

5.20 Payment of Taxes. All federal and other material tax returns, reports and statements (including any attachments to or amendments of such tax returns, reports and statements) of Borrower and its Subsidiaries filed or required to be filed by any of them have been timely filed (or extensions have been obtained and such extensions have not expired). All material taxes shown on such tax returns or otherwise due and payable and all material assessments, fees and other governmental charges upon Borrower, its Subsidiaries and their respective properties, assets, income, businesses and franchises which are due and payable have been paid prior to becoming delinquent, except for the payment of any such taxes, assessments, fees and other governmental charges which are being diligently contested by Borrower in good faith by appropriate proceedings and for which adequate reserves have been made to the extent required under GAAP. To the knowledge of Borrower, no tax return of Borrower or any Subsidiary is currently under an audit or examination, and Borrower has not received written notice of any proposed audit or examination, in each case, where a material amount of tax is at issue. Borrower is not an "S corporation" within the meaning of Section 1361(a)(1) of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code").

5.21 Anti-Terrorism Laws. Borrower will not, directly or indirectly, use the proceeds of the Loan, or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or other Person: (i) to fund any activities or business of or with any Person, or in any country or territory, that, at the time of such funding, is, or whose government is, the subject of Sanctions; or (ii) in any other manner that would result in a violation of Sanctions by any Person (including any Person participating in the Loan, whether as lender, underwriter, advisor, investor or otherwise). The Agents and Lenders notify Borrower that pursuant to the requirements of Anti-Terrorism Laws, and Agents' and Lenders' policies and practices, the Agents and the Lenders may be required to obtain, verify and record certain information and

documentation that identifies Borrower and its principals, which information includes the name and address of Borrower and its principals and such other information that will allow such Agents and such Lenders to identify such party in accordance with Anti-Terrorism Laws.

6. Affirmative Covenants. Borrower, until the full and complete payment of the Obligations (other than inchoate indemnity obligations), covenants and agrees that:

6.1 Good Standing. Except as permitted by Section 7.6, Borrower shall maintain, and cause each of its Subsidiaries to maintain, its corporate existence and its good standing in its jurisdiction of incorporation, except to the extent that any failure to be in good standing would not reasonably be expected to result in a Material Adverse Effect, and maintain qualification in each jurisdiction in which the failure to so qualify could reasonably be expected to have a Material Adverse Effect. Borrower shall maintain, and cause each of its Subsidiaries to maintain, in force all licenses, approvals and agreements, the loss of which could reasonably be expected to be material to the Borrower.

6.2 Government Compliance. Borrower shall comply, and cause each of its Subsidiaries to comply, with all statutes, laws, ordinances and government rules and regulations to which it is subject, noncompliance with which could reasonably be expected to be material to the Borrower.

6.3 Financial Statements, Reports, Certificates. Borrower shall deliver to ~~the~~ Lender Representative for distribution to the Lenders: (a) ~~as soon as available, but in any event~~ within ~~thirty~~ninety (~~3~~90) days after the end of each ~~month, a Borrower prepared Consolidated balance sheet, Consolidated income statement and Consolidated cash flow statement covering Borrower's operations during such period, and aging of Borrower's accounts receivable and accounts payable, all certified by Borrower's president, chief executive officer, treasurer, chief financial officer or other senior financial officer (each, a "Responsible Officer"); (b) as soon as available, but in any event within one hundred eighty (180~~fiscal year of Parent, the consolidated financial statements of Parent and its Subsidiaries for such fiscal year, (b) within forty-five (45) days after the end of ~~Borrower's fiscal year ending December 31, 2024 and for all fiscal years thereafter, audited~~ each of the first three fiscal quarters of Parent, the ~~C~~consolidated financial statements of ~~Borrower prepared in accordance with GAAP, together with an unqualified opinion (other than a qualification with respect to "going concern") on such financial statements of a nationally recognized or other independent public accounting firm reasonably acceptable to the Required Lenders;~~Parent and its Subsidiaries, (c) as soon as available, but in any event promptly upon the later of (A) thirty (30) days after the end of ~~Borrower's~~Parent's fiscal year, or (B) ~~following~~receipt of approval of the ~~Borrower's~~Parent's Board of Directors, ~~Borrower's~~Parent's operating budget and plan for the next fiscal year; and (d) such other financial information as the Lenders may reasonably request from time to time. In addition, Borrower shall deliver to the Lender Representative ~~for distribution to the Lenders~~ (A) promptly upon becoming available, copies of all statements, reports and notices sent or made available generally by Borrower to all of its security holders in their capacity as such and not in any other capacity and (B) promptly upon written receipt of notice thereof, a report of any material legal actions pending or threatened in writing against Borrower or any Subsidiary or the commencement of any action, proceeding or governmental investigation involving Borrower or any Subsidiary is commenced that is reasonably expected to result in damages or costs to Borrower of Two Hundred Fifty Thousand Dollars ($250,000) or more~~. From and after such time as Borrower becomes a publicly reporting company, promptly as they are available and in any event: (i) at the time of filing of~~

~~Borrower's Form 10-K with the Securities and Exchange Commission after the end of each fiscal year of Borrower, the financial statements of Borrower filed with such Form 10-K; and (ii) at the time of filing of Borrower's Form 10-Q with the Securities and Exchange Commission after the end of each of the first three fiscal quarters of Borrower, the Consolidated financial statements of Borrower filed with such Form 10-Q; *provided*, that in each case, such financial statements~~; *provided* that, documents required to be delivered pursuant to clauses (a) and (b) above may be delivered electronically ~~or on Borrower's website~~ and~~,~~ if so delivered, shall be deemed to have been delivered on the earliest date ~~of the filing~~ on which (i) the Borrower posts such documents, or provides a link thereto on the Borrower's website on the Internet or (ii) such financial statements and/or other documents are posted on the Securities Exchange Commission's website on the internet at www.sec.gov.

6.4 Certificates of Compliance. Each time financial statements are furnished pursuant to Section 6.3, Borrower shall deliver to the Lender Representative for distribution to the Lenders an Officer's Certificate signed by a Responsible Officer in the form of, and certifying to the matters set forth in Exhibit E.

6.5 Notice of Defaults. As soon as possible, and in any event within five (5) days after the discovery of a Default or an Event of Default by a Responsible Officer, Borrower shall provide the Collateral Agent and the Lender Representative for distribution to the Lenders with an Officer's Certificate setting forth the facts relating to or giving rise to such Default or Event of Default and the action which Borrower proposes to take with respect to any Default or Event of Default.

6.6 Taxes. Borrower shall make, and cause each Subsidiary to make, due and timely payment or deposit of all material federal, state, and local taxes, assessments, or contributions required of it by law or imposed upon any Property belonging to it. Borrower will execute and deliver to Collateral Agent and the Lender Representative for distribution to the Lenders, promptly on demand, appropriate certificates attesting to the payment or deposit thereof. Borrower will make, and cause each Subsidiary to make, timely payment or deposit of all material tax payments and withholding taxes required of it by applicable laws, including those laws concerning F.I.C.A., F.U.T.A., state disability, and local, state, and federal income taxes. Upon request, Borrower will furnish any Agent and any Lender with proof satisfactory to such Agent and such Lender indicating that Borrower and each Subsidiary has made such payments or deposits. Borrower need not make any payment, however, if the amount or validity of such payment is contested in good faith by appropriate proceedings which suspend the collection of such payment. The exception set forth in the preceding sentence only applies to the extent that any such proceedings do not involve any substantial danger of the sale, forfeiture or loss of any material item of Collateral or Collateral which in the aggregate is material to Borrower and that Borrower has adequately bonded such amounts or reserves sufficient to discharge such amounts have been provided on the books of Borrower). In addition, Borrower shall not change, and shall not permit any Subsidiary to change, its respective jurisdiction of residence for taxation purposes without the prior written consent of Collateral Agent.

6.7 Use; Maintenance. Borrower shall keep and maintain all items of equipment and other similar types of personal property that form any significant portion or portions of the Collateral in good operating condition and repair (normal wear and tear excepted). Borrower shall make all necessary and cost-justified replacements and renewals to any such Collateral so that the value and operating efficiency thereof shall at all times be maintained and preserved.

Borrower shall not permit any such material item of Collateral to become a fixture to real estate or an accession to other personal property that is not Collateral (other than improvements to Borrower's leased premises), without the prior written consent of Agents and the Lenders. Borrower shall not permit any such material item of Collateral to be operated or maintained in violation of any applicable law, statute, rule or regulation. With respect to items of leased equipment (to the extent Collateral Agent has any security interest in any residual Borrower's interest in such equipment under the lease), Borrower shall keep, maintain, repair, replace and operate such leased equipment in accordance with the material terms of the applicable lease.

6.8 Insurance. Borrower shall keep its business and the Collateral insured for risks and in amounts standard for companies in Borrower's industry and location. Insurance policies shall be in a form, with companies, and in amounts that are satisfactory to Collateral Agent. All property policies shall have a lender's loss payable endorsement naming Collateral Agent as an additional loss payee. All liability policies shall name Collateral Agent as an additional insured and all policies shall provide that the insurer must give Collateral Agent at least thirty (30) days' notice before canceling its policy. At Collateral Agent's request, Borrower shall deliver certified copies of policies and evidence of all premium payments. Proceeds payable under any property policy, at Collateral Agent's or the Required Lenders' option, shall be payable to Collateral Agent, for the benefit of Lenders, or to Lenders on account of the Obligations. Notwithstanding the foregoing, so long as no Event of Default has occurred that has not been waived by the Lenders, Borrower shall have the option of applying the proceeds of any property policy, toward the replacement or repair of destroyed or damaged property. Borrower's option as set forth in the preceding sentence is conditioned upon: (a) any such replaced or repaired property (i) shall be of equal or like value as the replaced or repaired Collateral and (ii) shall be deemed Collateral in which Collateral Agent have been granted a second priority security interest pursuant to the terms of this Agreement; and (b) after the occurrence and during the continuation of an Event of Default all net cash proceeds payable under such property policy, at the option of Collateral Agent or Lenders, shall be payable to Collateral Agent, for the benefit of Lenders, or to Lenders on account of the Obligations. If Borrower fails to obtain insurance as required under Section 6.8 or to pay any amount or furnish any required proof of payment to third persons and Collateral Agent, Agents or Lenders may make all or part of such payment or obtain such insurance policies required in Section 6.8, and take any action under the policies Agents or Lenders deem prudent. On or prior to the Closing Date and prior to each policy renewal, Borrower shall furnish to Collateral Agent certificates of insurance or other evidence satisfactory to Collateral Agent that insurance complying with all of the above requirements is in effect.

6.9 Further Assurances. At any time and from time to time Borrower shall execute and deliver such further instruments and take such further action as may reasonably be requested by Collateral Agent or Lenders to make effective the purposes of this Agreement, including the continued perfection and priority of Collateral Agent's security interest in the Collateral.

6.10 Subsidiaries. Upon Required Lenders' or Collateral Agent's request, Borrower shall cause any Subsidiary formed in a jurisdiction within the United States of America to provide Lenders and Collateral Agent with a guaranty of the Obligations and a security interest in such Subsidiary's assets to secure such guaranty.

6.11 Keeping of Books. Borrower shall keep proper books of record and account, in which full and correct entries shall be made of all financial transactions and the assets and business of Borrower and its Subsidiaries sufficient to prepare financial statements prepared in

accordance with GAAP (except for the absence of footnotes and subject to year-end adjustments).

6.12 Post-Closing Covenants. Borrower agrees to deliver, or cause to be delivered, to the Agents, the items described on Schedule 6.12 on the dates and by the times specified with respect to such items, in each case, or such later time as may be agreed to by the Agents.

7. Negative Covenants. Borrower, until the full and complete payment of the Obligations (other than inchoate indemnity obligations), covenants and agrees that Borrower shall not:

7.1 Chief Executive Office. Change its name, jurisdiction of incorporation, executive office, principal place of business or any of the items set forth in Section 1 of the Disclosure Schedule without fifteen (15) days' prior written notice to Collateral Agent.

7.2 Collateral Control. Subject to its rights under Sections 4.4 and 7.4, remove any items of Collateral with an aggregate book value in excess of ~~Three~~Five Hundred Thousand Dollars ($~~3~~500,000) at any time from Borrower's facility located at the address set forth on the cover page of this Agreement or as set forth on the Disclosure Schedule, without prior written notice to the Collateral Agent. The foregoing shall not apply, however, to any: (i) moveable items of personal property such as laptop computers; (ii) inventory in the possession of Borrower's customers in the ordinary course of business; (iii) Collateral in transit in the ordinary course of business; or (iv) any Collateral that is transferred in accordance with Section 7.4 of this Agreement.

7.3 Liens. Create, incur, allow or suffer, or permit any Subsidiary to create, incur, allow or suffer, any Lien on any of its property, or assign or convey any right to receive income, including the sale of any accounts, in each case, except for Permitted Liens and Transfers permitted by Section 7.4, or permit any Collateral not to be subject to the second priority security interest granted in this Agreement (except for Permitted Liens that may have priority to Collateral Agent's Liens), or enter into any agreement, document, instrument or other arrangement (except with or in favor of Collateral Agent for the benefit of Lenders) with any Person which directly or indirectly prohibits or has the effect of prohibiting Borrower or any Subsidiary from assigning, mortgaging, pledging, granting a security interest in or upon, or encumbering any of Borrower's or any Subsidiary's Intellectual Property in favor of Collateral Agent, except (a) as otherwise permitted in Section 7.4 hereof and (b) as permitted in the definition of "Permitted Liens".

7.4 Other Dispositions of Collateral. Convey, sell, lease or otherwise dispose of, or permit any Subsidiary to convey, sell, lease or otherwise dispose, of all or any part of the Collateral to any Person (collectively, a "Transfer"), except for: (a) Transfers of inventory in the ordinary course of business; (b) Transfers of worn-out, surplus, unneeded or obsolete equipment made in the ordinary course of business; (c) Permitted Liens and Permitted Investments and payments or distributions expressly permitted by Section 7.5; and (d) other assets of Borrower or its Subsidiaries that do not in the aggregate exceed ~~Two~~Five Hundred ~~Seventy Five~~ Thousand Dollars ($~~275~~500,000) during any fiscal year.

7.5 Distributions. (a) Pay any dividends or make any distributions, or permit any Subsidiary to pay any dividends or make any distributions, on their respective Equity Securities, or make repurchases pursuant to the terms of employee stock purchase plans, employee restricted stock agreements or similar arrangements in an aggregate amount not to exceed ~~One~~Two Hundred ~~Ten~~Fifty Thousand Dollars ($~~11~~250,000) in any fiscal year; (b) return, or permit any

Subsidiary to return, any capital to any holder of its Equity Securities as such on account of such Equity Securities; (c) make, or permit any Subsidiary to make, any distribution of assets, Equity Securities, obligations or securities to any holder of its Equity Securities as such; or (d) set apart any sum for any such purpose. Notwithstanding the foregoing: (A) any Subsidiary may pay dividends and distributions solely to Borrower or another wholly-owned Subsidiary of Borrower; (B) Borrower may pay dividends payable solely in Borrower's capital stock; (C) Borrower may convert any of its convertible securities into other securities pursuant to the terms of such convertible securities or otherwise in exchange thereof; (D) Borrower may issue capital stock of Borrower in connection with the exercise of options and/or warrants; and (E) Borrower may pay cash in lieu of fractional shares upon exercise or conversion of any option, warrant or other convertible security.

7.6 Mergers or Acquisitions. Merge or consolidate, or permit any Subsidiary to merge or consolidate, with or into any other Person or acquire, or permit any Subsidiary to acquire, all or substantially all of the capital stock or assets of another Person. The prohibition set forth in the preceding sentence shall not preclude: (a) any Subsidiary from merging into another Subsidiary, or (b) any Subsidiary merging into Borrower so long as Borrower is the surviving entity. In addition, nothing in this Section 7.6 shall prevent Borrower from consummating a Business Combination. If the Borrower consummates a Business Combination and an election is not made by the applicable Lenders to convert the Converted SAFE Term Loan in connection with such Business Combination, then (A) if requested by Ares or the Agents, the Surviving Corporation shall expressly assume all obligations of the Borrower under this Agreement and the other Loan Documents to which the Borrower is a party pursuant to a supplement to this Agreement or the other Loan Documents in form reasonably satisfactory to ~~the~~ Ares and the Agents; (B) if requested by Ares or the Agents, the Borrower or Surviving Corporation, as applicable, shall deliver to Ares and the Agents an opinion of counsel including customary organization, due execution, no conflicts and enforceability opinions; and (C) if requested by Ares or the Agents at least two (2) Business Days prior to the consummation of such Business Combination, the Borrower shall deliver to Ares and the Agents all documentation and other information in respect of the Surviving Corporation required under applicable "know your customer" and anti-money laundering rules and regulations, including the USA Patriot Act.

7.7 Change in Business or Ownership. Engage, or permit any Subsidiary to engage, in any business other than the businesses currently engaged in by Borrower or such Subsidiary, as applicable, or reasonably related, incidental or complementary ~~to such businesses~~thereto or a reasonable extension ~~of such businesses or have a material change in Borrower's direct ownership equal to or greater than fifty percent (50%) other than to the extent resulting from (a) the sale by Borrower of Borrower's~~thereof or have an acquisition of ownership, directly or indirectly, beneficially or of record, by any Person or group (within the meaning of the Exchange Act and the rules of the SEC thereunder as in effect on the Third Amendment Effective Date) of Equity Securities ~~in a Qualified IPO, or (b) subject to the Borrower's compliance with the last sentence of Section 7.6, a Business Combination.~~representing more than 40% of the aggregate ordinary voting power represented by the issued and outstanding Equity Securities of Parent.

7.8 Transactions With Affiliates; Creation of Subsidiaries. (a) Enter, or permit any Subsidiary to enter, into any contractual obligation with any Affiliate or engage in any other transaction with any Affiliate except upon terms at least as favorable to Borrower or such Subsidiary, as applicable, as an arms-length transaction with Persons who are not Affiliates of

Borrower except for: (i) transactions permitted pursuant to Section 7.5 and/or Section 7.6; (ii) intercompany transactions constituting Permitted Indebtedness; (iii) Indebtedness permitted under clause (n) of the definition of "Permitted Indebtedness" and Liens permitted under clause (m) of the definition of "Permitted Liens"; (iv) any equity or Subordinated Debt financings not otherwise prohibited by this Agreement; (~~iv~~v) transactions entered into in connection with a Business Combination (including entering into a business combination agreement in respect thereof) or any related PIPE Transaction; or (b) create a Subsidiary without providing at least ten (10) Business Days' advance notice thereof to the Collateral Agent and to the extent required by Section 6.10, if requested by the Collateral Agent, any such Subsidiary guarantees the Obligations and grants a security interest in its assets to secure such guaranty, in each case on terms reasonably satisfactory to Collateral Agent and Lenders.

7.9 Indebtedness Payments. (a) Prepay, redeem, purchase, defease or otherwise satisfy in any manner prior to the scheduled repayment thereof any Indebtedness for borrowed money (other than: (i) amounts due or permitted to be prepaid under this Agreement; (ii) amounts permitted to be prepaid or repaid under the applicable intercreditor or subordination agreement governing any Subordinated Debt; (iii) prepayment or repayment of Indebtedness constituting Permitted Indebtedness under clauses (a) (subject to the terms of the Intercreditor Agreement), (b), (f), (l) and/or (m) of the definition of Permitted Indebtedness; or (iv) capital lease obligations), (b) amend, modify or otherwise change the terms of any Indebtedness for borrowed money or lease obligations so as to accelerate the scheduled repayment thereof, except as otherwise permitted pursuant to the applicable intercreditor or subordination agreement governing such Indebtedness and to which the Collateral Agent and Lenders are a party to, or (c) repay any notes to officers, directors or shareholders, except, in each case, for (i) the conversion of any of its convertible securities into other securities pursuant to the terms of such convertible securities or otherwise in exchange thereof; and (ii) the payment of cash in lieu of fractional shares upon exercise or conversion of any such securities.

7.10 Indebtedness. Create, incur, assume or permit, or permit any Subsidiary to create, incur, or permit to exist, any Indebtedness except Permitted Indebtedness.

7.11 Investments. Make, or permit any Subsidiary to make, any Investment except for Permitted Investments.

7.12 Compliance. (a) Become, or permit any Subsidiary to become, required to register as an "investment company" or a company controlled by a Person required to be registered as an "investment company" under the Investment Company Act of 1940, or undertake as one of its important activities, extending credit to purchase or carry margin stock (as defined in Regulation U of the Board of Governors of the Federal Reserve System), or use the proceeds of the Loan for that purpose; (b) become, or permit any Subsidiary to become, subject to any other federal or state law or regulation which purports to restrict or regulate its ability to borrow money; or (c) (i) fail, or permit any Subsidiary to fail, to meet the minimum funding requirements of the Employment Retirement Income Security Act of 1974, and its regulations, as amended from time to time ("ERISA"), or (ii) permit, or permit any Subsidiary to permit, a Reportable Event or Prohibited Transaction, as defined in ERISA, to occur; (d) fail, or permit any Subsidiary to fail, to comply with the Federal Fair Labor Standards Act or violate any other law or regulation, if the violation could reasonably be expected to have Material Adverse Effect.

7.13 Maintenance of Accounts. (a) Maintain any deposit account or securities account except: (i) accounts with respect to which Collateral Agent has obtained a perfected security

interest in such accounts through one or more Account Control Agreements, and, prior to the Discharge of First Lien Obligations, First Lien Collateral Agent has obtained a perfected security interest in such accounts through one or more Account Control Agreements; (ii) accounts used exclusively for payroll, payroll taxes and other employee wage and benefit payments, including flexible spending accounts; *provided*, *however* that the aggregate amount on deposit in such accounts (other than flexible spending accounts) shall not exceed the amount required to fund one complete payroll cycle of Borrower; (iii) fiduciary, trust and other accounts containing solely funds held on behalf of unaffiliated third parties; and (iv) cash collateral accounts subject to Liens permitted by clause (o) of the definition of Permitted Liens (the accounts described in clauses (ii) through (v) are referred to in this Agreement as the "Excluded Accounts") or (b) grant or allow any other Person (other than (x) Collateral Agent or any Lender or (y) First Lien Collateral Agent or any First Lien Lender) to perfect a security interest in, or enter into any agreements with any Persons (other than (x) Collateral Agent or any Lender or (y) First Lien Collateral Agent or any First Lien Lender) accomplishing perfection via control as to, any of its deposit accounts or securities accounts (other than Excluded Accounts).

7.14 Negative Pledge Regarding Intellectual Property. Create, incur, assume or suffer to exist, or permit any Subsidiary to create, incur, assume or suffer to exist, any Lien of any kind upon any Intellectual Property or Transfer any Intellectual Property, whether now owned or hereafter acquired, other than Permitted Liens and Transfers permitted under Section 7.4.

7.15 Anti-Layering. Create, incur, assume, permit to exist or otherwise become or remain liable with respect to any Indebtedness, that is secured by Liens that are contractually subordinated to Liens securing any First Lien Obligations or which is subordinated or junior in lien priority or right of payment to any portion of the First Lien Obligations unless the Liens securing such Indebtedness are also subordinated or junior in lien priority or right of payment, as applicable, in the same manner and to the same extent in all material respects, as the Liens securing the Obligations are subordinated to the Liens securing the First Lien Obligations. Notwithstanding the foregoing, no Liens securing Indebtedness shall be considered to be subordinated to the First Lien Obligations solely by virtue of operation of a "waterfall" provision in the First Lien Loan Documents evidencing any facility of First Lien Obligations; provided, that no Indebtedness will be considered to be senior to the Obligations solely by virtue of being secured (but only to the extent such security is not otherwise prohibited by Section 7.10 and then only to the extent of such security).

8. Events of Default. Any one or more of the following events shall constitute an "Event of Default" by Borrower under this Agreement:

8.1 Failure to Pay. If Borrower fails to pay when due and payable or when declared due and payable in accordance with the Loan Documents: (a) any Scheduled Payment on the relevant Payment Date or on the relevant Maturity Date; or (b) any other portion of the Obligations within five (5) days after receipt of written notice from any Agent or any Lender that such payment is due.

8.2 Certain Covenants. If Borrower fails to perform any obligation arising under Sections 6.5, 6.8, or 6.12, or violates any of the covenants contained in Section 7 of this Agreement.

8.3 Other Covenant Defaults. If Borrower fails or neglects to perform, keep, or observe any other term, provision, condition, covenant, or agreement contained in this Agreement (other than as set forth in Sections 8.1, 8.2 or 8.4 through 8.14), in any of the other

Loan Documents and Borrower has failed to cure such default within thirty (30) days of the occurrence of such default. During this thirty (30) day period, the failure to cure the default is not an Event of Default.

8.4 Material Adverse Effect. If an event occurs that has a Material Adverse Effect on Borrower (through no fault of any Agent or any Lender).

8.5 Intentionally Omitted.

8.6 Seizure of Assets, Etc. (a) If any material portion of Borrower's or any Subsidiary's assets (i) is attached, seized, subjected to a writ or distress warrant, or is levied upon or (ii) comes into the possession of any trustee, receiver or Person acting in a similar capacity and such attachment, seizure, writ or distress warrant or levy has not been removed, discharged or rescinded within thirty (30) days, (b) if Borrower or any Subsidiary is enjoined, restrained or in any way prevented by court order from continuing to conduct all or any material part of its business affairs, (c) if a judgment or other claim becomes a lien or encumbrance (other than a Permitted Lien) upon any material portion of Borrower's or any Subsidiary's assets that is not released within thirty (30) days or (d) if a notice of lien, levy, or assessment is filed of record with respect to any of Borrower's or any Subsidiary's assets by the United States Government, or any department agency or instrumentality thereof, or by any state, county, municipal, or governmental agency, and the same is not paid within thirty (30) days after Borrower receives notice thereof; *provided* that none of the foregoing shall constitute an Event of Default where such action or event is stayed or an adequate bond has been posted pending a good faith contest by Borrower.

8.7 Service of Process. (a) The service of process upon any Agent or any Lender seeking to attach by a trustee or other process any funds of Borrower on deposit or otherwise held by any Agent or any Lender having an aggregate value in excess of Two Hundred Seventy Five Thousand Dollars ($275,000), (b) the delivery upon any Agent or any Lender of a notice of foreclosure by any Person seeking to attach or foreclose on any funds of Borrower on deposit or otherwise held by any Agent or any Lender and having an aggregate value in excess of Two Hundred Seventy Five Thousand Dollars ($275,000) or (c) the delivery of a notice of foreclosure or exclusive control to any entity holding or maintaining Borrower's deposit accounts or accounts holding securities by any Person (other than (x) Collateral Agent or any Lender or (y) First Lien Collateral Agent or any First Lien Lender) seeking to foreclose or attach any such accounts or securities, and in each case, the same are not, within thirty (30) days after the occurrence thereof, discharged, dismissed, rescinded or stayed.

8.8 Default on Indebtedness. One or more defaults shall exist (a) under any agreement (other than the First Lien Loan Documents) with any third party or parties which consists of the failure to pay any Indebtedness in an aggregate amount in excess of ~~Five Hundred Fifty Thousand~~One Million Dollars ($~~55~~1,000,000) of Borrower or any Subsidiary at maturity or which results in a right by such third party or parties, whether or not exercised, to accelerate the maturity of Indebtedness in an aggregate amount in excess of ~~Five Hundred Fifty Thousand~~One Million Dollars ($~~55~~1,000,000); or (b)(i) an "Event of Default" under the First Lien Loan and Security Agreement in respect of any Indebtedness under the First Lien Loan Documents as a result of non-payment of such Indebtedness upon final scheduled maturity therefor, or (ii) any "Event of Default" under the First Lien Loan and Security Agreement in respect of any Indebtedness under the First Lien Loan Documents and as a result thereof, the applicable holders

of such Indebtedness have caused or declared all or a material portion of such Indebtedness to become immediately due and payable.

8.9 Judgments. If a judgment or judgments for the payment of money in an amount, individually or in the aggregate, of at least ~~Two~~Five Hundred ~~Seventy Five~~ Thousand Dollars ($~~27~~500,000) (not covered by independent third-party insurance as to which liability has not been denied by such insurance carrier) shall be rendered against Borrower or any Subsidiary and shall remain unsatisfied and unstayed for a period of ten (10) days or more.

8.10 Misrepresentations. If any material misrepresentation or material misstatement exists now or hereafter in any written warranty, representation, written statement, certification, or report (other than any projections or other forward-looking statements) when made to any Agent or any Lender by Borrower or any officer, employee, or director of Borrower.

8.11 Intentionally Omitted.

8.12 Unenforceable Loan Document. If any Loan Document shall in any material respect cease to be, or Borrower shall assert that any Loan Document is not, a legal, valid and binding obligation of Borrower enforceable in accordance with its terms (except as the enforceability thereof may be limited by bankruptcy, insolvency or other similar laws of general application relating to or affecting the enforcement of creditors' rights or by general principles of equity).

8.13 Involuntary Insolvency Proceeding. (a) If a proceeding shall have been instituted in a court having jurisdiction in the premises (i) seeking a decree or order for relief in respect of Borrower or any Subsidiary in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, (ii) for the appointment of a receiver, liquidator, administrator, assignee, custodian, trustee (or similar official) of Borrower or any Subsidiary or for any substantial part of its Property or (iii) for the winding-up or liquidation of its affairs, and, in each case, such proceeding shall remain undismissed or unstayed and in effect for a period of thirty (30) consecutive days or (b) such court shall enter a decree or order granting the relief sought in any such proceeding.

8.14 Voluntary Insolvency Proceeding. If Borrower or any Subsidiary shall (a) commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, (b) consent to the entry of an order for relief in an involuntary case under any such law, (c) consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian (or other similar official) of Borrower or any Subsidiary or for any substantial part of its Property, (d) shall make a general assignment for the benefit of creditors, (e) shall fail generally to pay its debts as they become due or (f) take any corporate action in furtherance of any of the foregoing.

8.15 Failure to Deliver Conversion Shares. A default in the timely issuance of Conversion Shares by the Share Delivery Date in accordance with terms of this Agreement, which default continues for two Business Days after the Borrower has received written notice informing them that there has been a failure to timely issue such Conversion Shares.

9. Lender's Rights and Remedies.

9.1 Rights and Remedies. Upon the occurrence of any Default or Event of Default that has not been waived by the Lenders, no Lender shall have any further obligation to advance money or extend credit to or for the benefit of Borrower. In addition, upon the occurrence of an Event of Default that has not been waived by the Lenders, Collateral Agent shall have the rights, options, duties and remedies of a secured party as permitted by law and, in addition to and without limitation of the foregoing, Collateral Agent, on behalf of itself and the Lenders, without notice of election and without demand, do any one or more of the following, all of which are authorized by Borrower:

(a) Acceleration of Obligations. Declare all Obligations, whether evidenced by this Agreement or by any of the other Loan Documents, including (i) any accrued and unpaid interest, (ii) the Make-Whole Amount, (iii) the unpaid principal balance of the Loan and (iv) all other sums, if any, that shall have become due and payable hereunder, immediately due and payable (*provided* that upon the occurrence of an Event of Default described in Section 8.13 or 8.14 all Obligations shall become immediately due and payable without any action by Collateral Agent or any Lender);

(b) Protection of Collateral. Make such payments and do such acts as Agents or the Lenders consider necessary or reasonable to protect Collateral Agent's security interest in the Collateral. Borrower agrees to assemble the Collateral if Collateral Agent or Required Lenders so require and to make the Collateral available to Collateral Agent or the Lenders as Collateral Agent may designate. Borrower authorizes Collateral Agent and their designees and agents to enter the premises where the Collateral is located, to take and maintain possession of the Collateral, or any part of it, and to pay, purchase, contest, or compromise any Lien which in Collateral Agent's or Required Lenders' determination appears or is claimed to be prior or superior to its security interest and to pay all expenses incurred in connection with it. With respect to any of Borrower's owned premises, Borrower hereby grants the Agents and the Lenders a license to enter into possession of such premises and to occupy the same, without charge, for up to one hundred twenty (120) days in order to exercise any Agents' and Lenders' rights or remedies provided in this Agreement, at law, in equity, or otherwise;

(c) Preparation of Collateral for Sale. Ship, reclaim, recover, store, finish, maintain, repair, prepare for sale, advertise for sale, and sell (in the manner provided for in this Agreement) the Collateral. Collateral Agent and its agents and any purchasers at or after foreclosure are hereby granted a non-exclusive, irrevocable, perpetual, fully paid, royalty-free license or other right, solely pursuant to the provisions of this Section 9.1, to use, without charge, Borrower's Intellectual Property, including labels, patents, copyrights, rights of use of any name, trade secrets, trade names, trademarks, service marks, and advertising matter, or any Property of a similar nature, now or at any time hereafter owned or acquired by Borrower or in which Borrower now or at any time hereafter has any rights; *provided* that such license shall only be exercisable in connection with the disposition of Collateral upon Collateral Agent's exercise of its remedies hereunder;

(d) Sale of Collateral. Sell the Collateral at either a public or private sale, or both, by way of one or more contracts or transactions, for cash or on terms, in such manner and

at such places (including Borrower's premises) as Collateral Agent or Required Lenders determine are commercially reasonable; and

(e) Purchase of Collateral. Credit bid and purchase all or any portion of the Collateral at any public sale.

Any deficiency that exists after disposition of the Collateral as provided above will be paid immediately by Borrower.

9.2 Set Off Right. The Agents and each Lender may set off and apply to the Obligations any and all Indebtedness at any time owing to or for the credit or the account of Borrower or any other assets of Borrower in such Agent's or such Lender's possession or control. No Lender shall exercise any such right of set off without the prior consent of Collateral Agent or Required Lenders.

9.3 Effect of Sale. Upon the occurrence of an Event of Default that has not been waived by the Lenders, to the extent permitted by law, Borrower covenants that it will not at any time insist upon or plead, or in any manner whatsoever claim or take any benefit or advantage of, any stay or extension law now or at any time hereafter in force, nor claim, take nor insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisement of the Collateral or any part thereof prior to any sale or sales of the Collateral to be made pursuant to any provision contained in this Agreement, or to the decree, judgment or order of any court of competent jurisdiction; nor, after such sale or sales, claim or exercise any right under any statute now or hereafter made or enacted by any state or otherwise to redeem the property so sold or any part thereof. To the full extent legally permitted, except as to rights expressly provided in this Agreement, Borrower expressly waives for itself and on behalf of each and every Person, except decree or judgment creditors of Borrower, acquiring any interest in or title to the Collateral or any part thereof subsequent to the date of this Agreement, all benefit and advantage of any such law or laws, and covenants that it will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any power granted and delegated to Collateral Agent or Lenders in this Agreement, but will suffer and permit the execution of every such power as though no such power, law or laws had been made or enacted. Any sale, whether under any power of sale hereby given or by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of Borrower in and to the Property sold, and shall be a perpetual bar, both at law and in equity, against Borrower, its successors and assigns, and against any and all Persons claiming the Property sold or any part thereof under, by or through Borrower, its successors or assigns.

9.4 Power of Attorney in Respect of the Collateral. Borrower irrevocably appoints Collateral Agent, on behalf of Lenders (which appointment is coupled with an interest) the true and lawful attorney in fact of Borrower for the limited purposes, and with full power of substitution and in its name to file any notices of security interests, financing statements and continuations and amendments thereof pursuant to the Code or federal law, as may be necessary to perfect or to continue the perfection of Collateral Agent's security interests in the Collateral. Borrower irrevocably appoints Collateral Agent, on behalf of Lenders (which appointment is coupled with an interest) on the occurrence of an Event of Default that has not been waived by Lenders, the true and lawful attorney in fact of Borrower, with full power of substitution and in

its name: (a) to ask, demand, collect, receive, receipt for, sue for, compound and give acquittance for any and all rents, issues, profits, avails, distributions, income, payment draws and other sums in which a security interest is granted under Section 4 with full power to settle, adjust or compromise any claim thereunder as fully as if Collateral Agent were Borrower itself; (b) to receive payment of and to endorse the name of Borrower to any items of Collateral (including checks, drafts and other orders for the payment of money) that come into Collateral Agent's or any Lender's possession or under Collateral Agent's or any Lender's control; (c) to make all demands, consents and waivers, or take any other action with respect to, the Collateral; (d) in Collateral Agent's discretion to file any claim or take any other action or proceedings, either in its own name or in the name of Borrower or otherwise, which Collateral Agent or Lenders may reasonably deem necessary or appropriate to protect and preserve the right, title and interest of Collateral Agent in and to the Collateral; (e) endorse Borrower's name on any checks or other forms of payment or security; (f) sign Borrower's name on any invoice or bill of lading for any account or drafts against account debtors; (g) make, settle, and adjust all claims under Borrower's insurance policies; (h) settle and adjust disputes and claims about the accounts directly with account debtors, for amounts and on terms Collateral Agent or Lenders determine reasonable; (i) transfer the Collateral into the name of Collateral Agent or a third party as the Code permits; and (j) to otherwise act with respect to the Collateral as though Collateral Agent were the outright owner of the Collateral.

9.5 Lenders' Expenses. If Borrower fails to pay any uncontested (in good faith) amounts or furnish any required proof of payment due to third persons or entities, as required under the terms of this Agreement, then Collateral Agent may (or shall at the direction of the Required Lenders) do any or all of the following:

(a) make payment of the same or any part thereof; or (b) obtain and maintain insurance policies of the type discussed in Section 6.8 of this Agreement, and take any action with respect to such policies as the Agents or Lenders deem prudent. Any amounts paid or deposited by the Agents or Lenders shall constitute Lenders' Expenses, shall be immediately due and payable, shall bear interest at the Default Rate and shall be secured by the Collateral. Any payments made by the Agents or Lenders shall not constitute an agreement by the Agents or Lenders to make similar payments in the future or a waiver by any Agent or any Lender of any Event of Default under this Agreement. Borrower shall pay all reasonable fees and expenses, including Lenders' Expenses, incurred by the Agents or Lenders in the enforcement or attempt to enforce any of the Obligations hereunder not performed when due.

9.6 Remedies Cumulative; Independent Nature of Lender's Rights. Agents' and Lenders' rights and remedies under this Agreement and the Loan Documents shall be cumulative. The Agents and Lenders shall have all other rights and remedies not inconsistent with this Agreement as provided under the Code, by law, or in equity. No failure on the part of Agents or Lenders to exercise, and no delay in exercising, any right or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right. The Obligations of Borrower to Lenders or Agents may be enforced by Lenders or Agents against Borrower in accordance with the terms of this Agreement and the other Loan Documents. To the fullest extent permitted by applicable law, it shall not be necessary for any Agent or any Lender to be joined as an additional party in any proceeding to enforce such Obligations.

9.7 Application of Collateral Proceeds. The proceeds of the Collateral, or any part thereof, and the proceeds of any remedy under this Agreement (as well as any other amounts of any kind held by the Agents or Lenders, at the time of or received by the Agents or Lenders after the occurrence of an Event of Default hereunder that has not been waived by Lender) shall be paid to and applied as follows:

(a) First, to the payment of out-of-pocket costs and expenses, including all amounts expended to preserve the value of the Collateral, of foreclosure or suit, if any, and of such sale and the exercise of any other rights or remedies, and of all proper fees, expenses, liability and advances, including reasonable legal expenses and attorneys' fees, incurred or made under this Agreement by any Agent or any Lender, including Lenders' Expenses;

(b) Second, to the payment to the Lenders of the amount then owing or unpaid on the Loan for any accrued and unpaid interest, the Make-Whole Amount, to the same extent as if the Loan had been voluntarily prepaid, the principal balance of the Loan, and all other Obligations (including the BCA Expense Obligations). In the event such proceeds are insufficient to pay in full the whole amount so due, owing or unpaid upon the Loan or such other Obligations, then payment shall be applied first, to the unpaid interest on such principal balance ratably, second, to the Make-Whole Amount ratably, to the same extent as if the Loan had been voluntarily prepaid, third, to the principal balance of the Loan ratably, and fourth, to the ratable payment of other amounts then payable to Lenders under any of the Loan Documents~~)~~; and

(c) Third, to the payment of the surplus, if any, to Borrower, its successors and assigns or to the Person lawfully entitled to receive the same.

9.8 Reinstatement of Rights. If any Agent or any Lender shall have proceeded to enforce any right under this Agreement or any other Loan Document by foreclosure, sale, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely, then and in every such case (unless otherwise ordered by a court of competent jurisdiction), Agents and Lenders shall be restored to their former position and rights hereunder with respect to the Property subject to the security interest created under this Agreement.

9.9 Sharing of Payments, Etc. If any Lender, directly or through an Affiliate or branch office thereof, obtains any payment or distribution of any Obligation of Borrower (whether voluntary, involuntary or through the exercise of any right of set off or the receipt of any Collateral or "proceeds" (as defined under the applicable Code) of Collateral) (and other than pursuant to Section 12.1, Section 2.4(c), Section 17, or any purchase option pursuant to any intercreditor agreement or any subordination agreement to which any Agent is a party) and such payment or distribution exceeds the amount such Lender would have been entitled to receive if all payments or distributions had gone to the Lenders (whether by payment from Borrower, distribution by any Agent or otherwise) in accordance with the provisions of the Loan Documents, such Lender shall purchase for cash from other Lenders such participations in their Obligations as necessary for such Lender to share such excess payment or distribution with such Lenders to ensure such payment or distribution is applied as though it had been received by such Agent or such Lender and applied in accordance with this Agreement. In the event such payment or distribution is rescinded or otherwise recovered from such Lender in whole or in part, then: (i)

such purchase shall be rescinded and the purchase price therefor shall be returned to such Lender without interest; and (ii) to the fullest extent permitted by law such Lender shall ~~,~~ be able to exercise all its rights of payment (including the right of set off) with respect to such participation as fully as if such Lender were the direct creditor of the Borrower in the amount of such participation.

10. Waivers; Indemnification.

10.1 Demand; Protest. To the fullest extent permitted by law, Borrower waives demand, protest, notice of protest, notice of default or dishonor, notice of payment and nonpayment, notice of any default (except as expressly set forth in this Agreement), nonpayment at maturity, release, compromise, settlement, extension, or renewal of accounts, documents, instruments, chattel paper, and guarantees at any time held by any Agent or any Lender on which Borrower may in any way be liable.

10.2 Lenders' Liability for Collateral. So long as the Agents and Lenders comply with their obligations, if any, under the Code, neither Collateral Agent nor any Lender shall in any way or manner be liable or responsible for: (a) the safekeeping of the Collateral; (b) any loss or damage to the Collateral occurring or arising in any manner or fashion from any cause other than any Agent's or any Lender's gross negligence or willful misconduct; (c) any diminution in the value thereof; or (d) any act or default of any carrier, warehouseman, bailee, forwarding agency, or other Person whomsoever. All risk of loss, damage or destruction of the Collateral shall be borne by Borrower.

10.3 Indemnification and Waiver. Whether or not the transactions contemplated by this Agreement shall be consummated:

(a) General Indemnity. Borrower agrees upon demand to pay or reimburse the Agents and Lenders for all reasonable liabilities, obligations and out-of-pocket expenses, including Lenders' Expenses and reasonable fees and expenses of counsel for the Agents and Lenders from time to time arising in connection with the enforcement or collection of sums due under the Loan Documents, and in connection with any amendment or modification of the Loan Documents or any "work-out" in connection with the Loan Documents; provided, that absent enforcement and collection proceedings, all expenses incurred in connection with the Loan Documents shall be payable immediately upon the earlier of (x) the closing of the Business Combination contemplated by the Closing Date Business Combination Agreement and (y) the termination of the Closing Date Business Combination Agreement. Borrower shall indemnify, reimburse and hold the Agents, Lenders, and each of their respective successors, assigns, agents, attorneys, officers, directors, equity holders, agents and employees (each an "Indemnified Person") harmless from and against all liabilities, losses, damages, actions, suits, demands, claims of any kind and nature (including claims relating to environmental discharge, cleanup or compliance), all costs and expenses whatsoever to the extent they may be incurred or suffered by such Indemnified Person in connection therewith (including reasonable attorneys' fees and expenses), fines, penalties (and other charges of any applicable Governmental Authority), licensing fees relating to any item of Collateral, damage to or loss of use of property (including consequential or special damages to third parties or damages to Borrower's property), or bodily injury to or death of any person (including any agent or employee of Borrower) (each, a "Claim"), directly or indirectly relating to or arising out of the use of the proceeds of the Loan or otherwise in connection with the transactions contemplated by this Agreement, the falsity of any representation or warranty of Borrower or Borrower's failure to comply with the terms of this

Agreement or any other Loan Document. Notwithstanding the foregoing, Borrower shall not indemnify an Indemnified Person for any claim arising as a result of an Indemnified Person's gross negligence or willful misconduct. Without limiting the generality of foregoing, the indemnity shall cover: (i) any Claim in connection with a design or other defect (latent or patent) in any item of equipment or product included in the Collateral; (ii) any Claim for infringement of any patent, copyright, trademark or other intellectual property right; (iii) any Claim resulting from the presence on or under or the escape, seepage, leakage, spillage, discharge, emission or release of any Hazardous Materials on the premises owned, occupied or leased by Borrower, including any Claims asserted or arising under any Environmental Law; (iv) any Claim for negligence or strict or absolute liability in tort; or (v) any Claim asserted as to or arising under any Account Control Agreement or any Landlord Agreement. In no event, shall Borrower indemnify any Indemnified Person for any liability incurred by such Indemnified Person as a direct and sole result of such Indemnified Person's fraud or willful misconduct. This paragraph shall not apply with respect to Taxes other than any Taxes that represent liabilities, losses, damages, etc. arising from any non-Tax claim. Such indemnities shall continue in full force and effect, notwithstanding the expiration or termination of this Agreement. Upon any Agent's or any Lender's written demand, Borrower shall assume and diligently conduct, at its sole cost and expense, the entire defense of Agents and Lenders, each of their members, partners, and each of their respective~~,~~ agents, employees, directors, officers, equity holders, successors and assigns against any indemnified Claim described in this Section 10.3(a). Borrower shall not settle or compromise any Claim against or involving Agents or Lenders without first obtaining Agents' or Lenders' written consent for such settlement ~~of~~for compromise, which consent shall not be unreasonably withheld.

(b) Waiver. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR ANYWHERE ELSE, BORROWER AGREES THAT IT SHALL NOT SEEK FROM ANY AGENT OR ANY LENDER UNDER ANY THEORY OF LIABILITY (INCLUDING ANY THEORY IN TORTS), ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES.

(c) Survival; Defense. The obligations in this Section 10.3 shall survive payment of all other Obligations pursuant to Section 12.8. At the election of any Indemnified Person, Borrower shall defend such Indemnified Person using legal counsel satisfactory to such Indemnified Person in such Person's reasonable discretion, at the sole cost and expense of Borrower. All amounts owing under this Section 10.3 shall be paid within thirty (30) days after written demand.

11. Notices. Unless otherwise provided in this Agreement, all notices or demands by any party relating to this Agreement or any other agreement entered into in connection with this Agreement shall be in writing and (except for financial statements and other informational documents which may be sent by first-class mail, postage prepaid) shall be personally delivered or sent by certified mail, postage prepaid, return receipt requested, by prepaid nationally recognized overnight courier, or by prepaid facsimile to Borrower, any Agent or to Lenders, as the case may be, at their respective addresses set forth below:

If to Borrower:	Kodiak Robotics, Inc. 1049 Terra Bella Avenue Mountain View, CA 94043 Attention: Legal Department Email: legal@kodiak.ai
If to Collateral Agent or the Lender Representative:	Ares Agent Services, L.P. 245 Park Avenue 44th Floor, New York, NY 10167 Email: agencymiddleoffice@aresmgmt.com and aresagency@alterdomus.com
If to any Lender:	As set forth on the signature pages to this Agreement or in the assignment documentation pursuant to which such Lender became a Lender hereunder, as applicable.

The parties to this Agreement may change the address at which they are to receive notices hereunder, by notice in writing in the foregoing manner given to the other. No ink-original Notice of Conversion shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Notice of Conversion form be required.

12. General Provisions.

12.1 Successors and Assigns.

(a) This Agreement and the Loan Documents shall bind and inure to the benefit of the respective successors and permitted assigns of each of the parties. Except as expressly contemplated by Section 7.6 in connection with a Business Combination, neither this Agreement nor any rights hereunder may be assigned by Borrower without each Agent's and each Lenders' prior written consent, which consent may be granted or withheld in each Agent's and each Lender's sole discretion. Each Lender shall have the right to sell, transfer, assign, negotiate, or grant participations in all or any part of, or any interest in such Lender's rights and benefits under this Agreement. Except with regard to an existing Lender, each such sale, transfer, and assignment shall be subject to the consent of (x) so long as no Event of Default has occurred and is continuing, the Borrower and (y) so long as Ares is a Lender hereunder, Ares. In addition, and as a condition of any assignment, any assignee shall make the certification set forth in Section 12.9. Any Lender making an assignment of an interest in such Lender's rights and benefits under this agreement shall provide Borrower with a copy of the Assignment and Assumption entered into between the Lender and such assignee. The Borrower agrees that each assignee or participant shall be entitled to the benefits of Section 2.4(c) (subject to the requirements and limitations therein, including the requirements under Section 2.4(c)(iv) (it being understood that, in the case of a participation, the documentation required under Section 2.4(c)(iv) shall be delivered to the participating Lender)). Such participant or assignee shall not be entitled to receive any greater payment under Section 2.4(c) with respect to any assigned interest or participation in a Loan or the Loan Documents than its assigning or participating Lender would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a change in law that occurs after the assignee or participant acquired the applicable interest or participation. The Agents and Lenders may disclose the Loan

Documents and any other financial or other information relating to Borrower to any potential participant or assignee of the Loan. As a condition to any disclosure as provided in the preceding sentence, such participant or assignee agrees to protect the confidentiality of such documents and information using the same measures that it uses to protect its own confidential information and subject to the same confidentiality requirements set forth in this Agreement.

(b) The Borrower shall maintain a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitment Amounts of, and principal amounts (and stated interest) of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Borrower and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(c) Each Lender that sells a participation shall maintain a register on which it enters the name and address of each participant and the principal amounts (and stated interest) of each participant's interest in the Loans or other obligations under the Loan Documents (the "Participant Register"). For the foregoing purpose, each such Lender shall act solely as a non-fiduciary agent of the Borrower. No Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any participant or any information relating to a participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary.

12.2 Time of Essence. Time is of the essence for the performance of all obligations set forth in this Agreement.

12.3 Severability of Provisions. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

12.4 Entire Agreement; Construction; Amendments and Waivers.

(a) Entire Agreement. This Agreement and each of the other Loan Documents, taken together, constitute and contain the entire agreement among Borrower, Collateral Agent and Lenders. Consequently, this Agreement supersedes any and all prior agreements, negotiations, correspondence, understandings and communications between the parties, whether written or oral, respecting the subject matter of this Agreement. Borrower acknowledges and agrees that it is not relying on any representation or agreement made by any Agent, any Lenders or any employee, attorney or agent thereof, other than the specific agreements set forth in this Agreement and the Loan Documents.

(b) Construction. This Agreement is the result of negotiations between and has been reviewed by each of Borrower, Agents and Lenders as of the Closing Date and their respective counsel; accordingly, this Agreement shall be deemed to be the product of the parties to this Agreement, and no ambiguity shall be construed in favor of or against Borrower, Agents or Lenders. Borrower, Collateral Agent and Lenders agree that they intend the literal words of this Agreement and the other Loan Documents and that no parole evidence shall be necessary or appropriate to establish Borrower's, any Agent's or any Lender's actual intentions.

(c) Amendments and Waivers. No amendment or waiver of, or supplement, consent or other modification to, this Agreement or any of the other Loan Documents (other than any Account Control Agreement or Landlord Agreement or the Fee Letter) shall be effective unless the same shall be in writing and signed by the Required Lenders and Borrower; *provided* that no such waiver, amendment, supplement, consent or other modification shall:

(i) increase or extend any Commitment Amount of any Lender(s), in each case, without the consent of each such Lender;

(ii) extend the Maturity Date or the time for payment of principal or interest of any Loan, or any fee payable to any Lender, or reduce the principal amount of or the rate of interest borne by any Loan, without the consent of each Lender directly affected thereby; *provided* that, (A) any Lender may waive or postpone its portion of any mandatory prepayment otherwise payable to such Lender without the consent of any other Lender and (B) Required Lenders may elect to waive or rescind any imposition of the Default Rate;

(iii) alter the definition of the term "Required Lenders" or alter, amend or modify this Section 12.4(c) without the consent of all Lenders;

(iv) release all or substantially all of the Collateral, other than with respect to Transfers and transactions permitted under this Agreement or upon the payment in full of the Obligations and termination of this Agreement and the other Loan Documents, without the consent of all Lenders;

(v) change Section 9.9 or any other provision that would alter the pro rata sharing of payments required thereby, in each case, without the written consent of each Lender directly and adversely affected thereby;

(vi) contractually subordinate (i) any Lien on any property granted or held by the Collateral Agent under this Agreement or any other Loan Document, without the written consent of each Lender and/or (ii) any of the Obligations (including any guaranty thereof) to any other Indebtedness (whether under this Agreement or otherwise) without the written consent of each Lender;

(vii) release the Borrower without the consent of all Lenders;

(viii) affect the rights or duties of the Collateral Agent under this Agreement or any other Loan Document without the written consent of the Collateral Agent; or

(ix) affect the rights or duties of the Lender Representative under this Agreement or any other Loan Document without the written consent of the Lender Representative.

Any waiver or consent with respect to any provision of the Loan Documents shall be effective only in the specific instance and for the specific purpose for which it was given. No notice to or demand on Borrower in any case shall entitle Borrower to any other or further notice or demand in similar or other circumstances. Any amendment, supplement, modification, waiver or consent affected in accordance with this Section 12.4 shall be binding upon Collateral Agent, Lenders and on Borrower.

Notwithstanding anything to the contrary contained in this Agreement or any other Loan Documents, Ares, the Agents and the Borrower shall be permitted to amend this Agreement (for the avoidance of doubt, without the consent of any Lender, other than any Joining Lender) to add one or more additional Persons as "Lenders" under this Agreement (any such Person, a "Joining Lender") and to implement the terms of any Loan to be provided by such Joining Lenders, which such terms shall be substantially identical to the terms applicable to the Delayed Draw Term Loan unless expressly agreed by Ares in its sole discretion. Prior to any such Joining Lender becoming a Lender under this Agreement, the Agents shall have received all documentation and other information with respect to such Joining Lender required under applicable "know your customer" and anti-money laundering rules and regulations, including the USA Patriot Act.

12.5 Reliance by Agents and Lenders. All covenants, agreements, representations and warranties made in this Agreement by Borrower shall be deemed to be material to and to have been relied upon by the Agents and Lenders, notwithstanding any investigation by any Agent or any Lender.

12.6 No Set-Offs by Borrower. All sums payable by Borrower pursuant to this Agreement or any of the other Loan Documents shall be payable without notice or demand and shall be payable in United States Dollars without set-off or reduction of any manner whatsoever.

12.7 Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts (including signatures delivered by facsimile or other electronic means), each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement.

12.8 Survival. All covenants, representations and warranties made in this Agreement shall continue in full force and effect so long as any Obligations (other than inchoate indemnity obligations) or Lender's commitment to fund remains outstanding. The obligations of Borrower to indemnify the Agents and Lenders with respect to the expenses, damages, losses, costs and liabilities described in Section 10.3 shall survive until all applicable statute of limitations periods with respect to actions that may be brought against Agents or Lenders have run.

12.9 Lender Representations. Each Lender represents and warrants as follows:

(a) such Lender has full legal capacity, power and authority to execute and deliver this Agreement and to perform its obligations hereunder;

(b) this Agreement constitutes a valid and binding obligation of such Lender, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity;

(c) such Lender is an accredited investor as such term is defined in Rule 501 of Regulation D under the Securities Act;

(d) such Lender has been advised that the Notes and the Equity Securities that may be issued upon conversion of the Notes have not been registered under the Securities Act, or any state securities laws and, therefore, cannot be resold unless they are registered under the Securities Act and applicable state securities laws or unless an exemption from such registration requirements is available;

(e) such Lender has such knowledge and experience in financial and business matters that such Lender is capable of evaluating the merits and risks of such investment, is able to incur a complete loss of such investment without impairing such Lender's financial condition and is able to bear the economic risk of such investment for an indefinite period of time; and

(f) such Lender is acquiring the Notes (and the Equity Securities issuable upon any conversion of unpaid principal amount of the Loan) for its own account for investment, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and such Lender has no present intention of selling, granting any participation in, or otherwise distributing the same. Notwithstanding the foregoing, such Lender does not agree to hold any of the Notes (or any Equity Securities issuable upon any conversion thereof) for any minimum or other specific term and reserves the right to dispose of the Notes (or any Equity Securities issued upon any conversion thereof) at any time in accordance with or pursuant to a registration statement under the Securities Act or an exemption from such registration requirements.

12.10 Tax Advisors. Such Lender has reviewed with its own tax advisors the U.S. federal, state and local and non-U.S. tax consequences of this investment and the transactions contemplated by this Agreement and the Loan Documents. Such Lender understands that it (and not the Borrower) shall be responsible for its own tax liability that may arise as a result of this investment and the transactions contemplated by this Agreement and the Loan Documents.

13. Confidentiality. All information (other than periodic reports filed by Borrower with the Securities and Exchange Commission) disclosed by or on behalf of Borrower to any Agent or Lender in writing or through inspection pursuant to this Agreement shall be considered confidential. Agents and Lenders agree to use the same degree of care to safeguard and prevent disclosure of such confidential information as such Agent or Lender uses with its own confidential information, but in any event no less than a reasonable degree of care. Neither any Agent nor any Lender shall disclose such information to any third party (other than (a) to another

party to this Agreement, (b) to any Agent's or any such Lender's members, partners, attorneys, governmental regulators (including any self-regulatory authority) or auditors on a need-to-know basis and subject to customary confidentiality provisions no less restrictive than those set forth in this Agreement, (c) to any Agent's or any Lender's subsidiaries and affiliates other than any portfolio companies or similar investment or joint ventures of any Lender, (d) on a confidential basis, to any rating agency, (e) to prospective transferees and purchasers of the Loan or any actual or prospective party (or its Affiliates) to any swap, derivative or other transaction under which payments are to be made by reference to the Obligations, Borrower, any Loan Document or any payment thereunder, all subject to the same confidentiality obligation set forth in this Agreement, (f) as required by law, regulation, subpoena or other order to be disclosed) and shall use such information only for purposes of evaluation of its investment in Borrower and the exercise of any Agent's or any Lender's rights and the enforcement of its remedies under this Agreement and the other Loan Documents, or (g) in connection with any Agent's or any Lender's enforcement of the Loan Documents or any rights or remedies thereunder. The obligations of confidentiality shall not apply to any information that (i) was known to the public prior to disclosure by Borrower under this Agreement, (ii) becomes known to the public through no fault of any Agent or any Lender, (iii) is disclosed to any Agent or any Lender on a non-confidential basis by a third party that is not known by such Agent or Lender to be bound by confidentiality obligations in favor of Borrower or its Subsidiaries, or (iv) is independently developed by any Agent or any Lender. Notwithstanding the foregoing, each Agent's and each Lender's agreement of confidentiality shall not apply if such Agent or such Lender has acquired indefeasible title to any Collateral or in connection with any enforcement or exercise of such Agent's or such Lender's rights and remedies under this Agreement following an Event of Default, including the enforcement of Collateral Agent's security interest in the Collateral.

14. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. EACH OF BORROWER, AGENTS AND LENDERS HEREBY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF NEW YORK. BORROWER, AGENTS AND LENDERS HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED IN THE LOAN DOCUMENTS, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.

15. REGARDING COLLATERAL AGENT AND LENDER REPRESENTATIVE.

15.1 Appointment of Agents. Each Lender designates Ares Agent Services, L.P. to act as Collateral Agent and as Lender Representative for such Lender under this Agreement and the other Loan Documents. Each Lender hereby irrevocably authorizes each Agent to take such action on its behalf under the provisions of this Agreement and the Loan Documents and to exercise such powers and to perform such duties under those Loan Documents that by their terms are specifically delegated to or required of such Agent and such other powers as are reasonably incidental to such Loan Documents. Except fees or other amounts in this Agreement or the other Loan Documents which are specifically payable to an Agent for its sole and separate account, such Agent shall hold all Collateral and collections and other amounts received pursuant to this

Agreement or the other Loan Documents for the ratable benefit of Lenders. Each Agent may perform any of its duties under this Agreement by or through its agents or employees. As to any matters not expressly provided for by this Agreement, no Agent shall be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the instructions of Required Lenders, and such instructions shall be binding; provided, that no Agent shall be required to take any action which, in such Agent's discretion, exposes such Agent to liability or which is contrary to this Agreement or the Loan Documents or applicable law unless such Agent is furnished with an indemnification reasonably satisfactory to such Agent.

15.2 Nature of Duties. No Agent shall have any duties or responsibilities except those expressly set forth in this Agreement and the other Loan Documents. Neither any Agent nor any of its officers, directors, employees or agents shall be: (i) liable for any action taken or omitted by them in connection to the Loan unless caused by their fraud or willful misconduct (as determined by a court of competent jurisdiction in a final non-appealable judgment); or (ii) responsible in any manner for any recitals, statements, representations or warranties made by Borrower or any officer thereof contained in this Agreement, or in any of the other Loan Documents or in any certificate, report, statement or other document referred to or provided for in, or received by such Agent under or in connection with, this Agreement or any of the other Loan Documents or for the value, validity, effectiveness, genuineness, due execution, enforceability or sufficiency of this Agreement, or any of the other Loan Documents or for any failure of Borrower to perform its obligations under this Agreement. No Agent shall be under any obligation to any Lender to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any of the other Loan Documents, or to inspect the properties, books or records of Borrower. No Agent shall have by reason of this Agreement a fiduciary relationship in respect of any Lender; and nothing in this Agreement, expressed or implied, is intended to or shall be so construed as to impose upon any Agent any obligations in respect of this Agreement or the transactions described in this Agreement except as expressly set forth in this Agreement.

15.3 Lack of Reliance on Agents. Independently and without reliance upon any Agent or any other Lender, each Lender has made and shall continue to make: (i) its own independent investigation of the financial condition and affairs of Borrower in connection with the making and the continuance of the Loan under this Agreement and the taking or not taking of any action in connection with the Loan; and (ii) its own appraisal of the creditworthiness of Borrower. No Agent shall have any duty or responsibility, either initially or on a continuing basis, to provide any Lender with any credit or other information with respect to the Loan, whether coming into its possession before making of the Loan or at any time or times thereafter except as shall be provided by Borrower pursuant to the terms of this Agreement. No Agent shall be responsible to any Lender for any recitals, statements, information, representations or warranties in this Agreement or in any agreement, document, certificate or a statement delivered in connection with or for the execution, effectiveness, genuineness, validity, enforceability, collectability or sufficiency of this Agreement or any other Loan Document, or of the financial condition of Borrower, or be required to make any inquiry concerning either the performance or observance of any of the terms, provisions or conditions of this Agreement, the other Loan Documents or the financial condition or prospects of Borrower, or the existence of any Event of Default or any Default.

15.4 Resignation of an Agent; Successor Agent. Any Agent may resign on sixty (60) days' written notice to each Lender and Borrower. In the event of any such resignation, Required Lenders will promptly designate a successor Agent reasonably satisfactory to Borrower. No such approval by Borrower shall be required however: (i) in any case where the successor Agent is one of the Lenders; or (ii) after the occurrence and during the continuance of any Event of Default. Any such successor Agent shall succeed to the rights, powers and duties of Collateral Agent or Lender Representative, as applicable, and shall in particular, in case of a successor Collateral Agent, succeed to all of Collateral Agent's right, title and interest in and to all of the Liens in the Collateral securing the Obligations created under this Agreement or any other Loan Document. The term "Collateral Agent" or "Lender Representative" shall mean such successor agent effective upon its appointment, and the former Agent's rights, powers and duties as Agent shall be terminated, without any other or further act or deed on the part of such former Agent. However, notwithstanding the foregoing, if at the time of the effectiveness of a new Collateral Agent's appointment, any further actions need to be taken in order to provide for the legally binding and valid transfer of any Liens in the Collateral from former Collateral Agent to new Collateral Agent and/or for the perfection of any Liens in the Collateral as held by new Collateral Agent or it is otherwise not then possible for new Collateral Agent to become the holder of a fully valid, enforceable and perfected Lien as to any of the Collateral, former Collateral Agent shall continue to hold such Liens solely as agent for perfection of such Liens on behalf of new Collateral Agent until such time as new Collateral Agent can obtain a fully valid, enforceable and perfected Lien on all Collateral. Collateral Agent shall not be required to or have any liability or responsibility to take any further actions after such date as such agent for perfection to continue the perfection of any such Liens (other than to forgo from taking any affirmative action to release any such Liens). After any Agent's resignation as Agent, the provisions of this Section 15, and any indemnification rights under this Agreement, including without limitation, rights arising under Section 10.3, shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Agent under this Agreement. In the event resigning Collateral Agent continues to hold any Liens pursuant to the provisions of the immediately preceding sentence, the provisions of this Section 15 and any indemnification rights under this Agreement, including without limitation, rights arising under Section 10.3, shall inure to its benefit as to any actions taken or omitted to be taken by it in connection with such Liens).

15.5 Certain Rights of Agents. If any Agent shall request instructions from Lenders with respect to any act or action (including failure to act) in connection with this Agreement or any other Loan Document, such Agent shall be entitled to refrain from such act or taking such action unless and until such Agent shall have received instructions from Required Lenders. No Agent shall incur liability to any Person by reason of so refraining. Without limiting the foregoing, Lenders shall not have any right of action whatsoever against any Agent as a result of its acting or refraining from acting under this Agreement in accordance with the instructions of Required Lenders.

15.6 Reliance. Each Agent shall be entitled to rely, and shall be fully protected in relying, upon any note, writing, resolution, notice, statement, certificate, email, order or other document or telephone message believed by it to be genuine and correct and to have been signed, sent or made by the proper person or entity, and, with respect to all legal matters pertaining to this Agreement and the other Loan Documents and its duties under this Agreement, upon advice of counsel selected by it. Each Agent may employ agents and attorneys-in-fact and shall not be

liable for the default or misconduct of any such agents or attorneys-in-fact selected by such Agent with reasonable care.

15.7 Notice of Default. No Agent shall be deemed to have knowledge or notice of the occurrence of any Default or Event of Default hereunder or under the other Loan Documents, unless such Agent has received notice from a Lender or Borrower referring to this Agreement or the other Loan Documents, describing such Default or Event of Default and stating that such notice is a "notice of default". Each Agent shall take such action with respect to such Default or Event of Default as shall be reasonably directed by Required Lenders; provided that, unless and until such Agent shall have received such directions, such Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable in the best interests of Lenders.

15.8 Indemnification. To the extent an Agent is not reimbursed and indemnified by the Borrower, each Lender will reimburse and indemnify such Agent in proportion to its respective portion of the outstanding Loan, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by or asserted against such Agent in performing its duties under this Agreement, or in any way relating to or arising out of this Agreement or any other Loan Document. Lenders shall not be liable, however, for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from such Agent's fraud or willful misconduct (as determined by a court of competent jurisdiction in a final non-appealable judgment).

15.9 Other Agreements. Each of the Lenders agrees that it shall not, without the express consent of Collateral Agent, and that, to the extent it is lawfully entitled to do so, it shall upon the request of Collateral Agent, set off against the Obligations, any amounts owing by such Lender to Borrower or any deposit accounts of Borrower now or hereafter maintained with such Lender. Anything in this Agreement to the contrary notwithstanding, each of the Lenders further agrees that it shall not, unless specifically requested to do so by Collateral Agent, take any action to protect or enforce its rights arising out of this Agreement or the other Loan Documents, it being the intent of Lenders that any such action to protect or enforce rights under this Agreement and the other Loan Documents shall be taken in concert and at the direction or with the consent of Collateral Agent or Required Lenders.

15.10 Collateral Matters; Intercreditor Agreement.

(a) Notwithstanding anything to the contrary contained in this Agreement or in any other Loan Document, each Agent is irrevocably authorized by each Lender (without requirement of notice to or consent of any Lender except as expressly required by Section 12.4(c)) to take any action requested by the Borrower having the effect of releasing any Collateral: (i) to the extent necessary to permit consummation of any transaction not prohibited by this Agreement or any other Loan Document or that has been consented to in accordance with Section 12.4(c); or (ii) under the circumstances described in Section 4.3 upon the payment in full and the satisfaction of all Obligations (other than inchoate indemnity obligations) and the termination of Lenders' commitments to fund the Loan.

(b) Each Lender: (i) consents to the priority of the Liens securing the Obligations on the terms set forth in the Intercreditor Agreement; (ii) agrees that it will be bound by and will take no actions contrary to the provisions of the Intercreditor Agreement; and (iii)

agrees that any action taken by Collateral Agent in accordance with the Intercreditor Agreement shall be binding upon such Lenders to the extent required under the Intercreditor Agreement.

16. CONVERSION OF LOAN INTO EQUITY SECURITIES.

16.1 Conversion.

~~(a) Prior to the Maturity Date, the then outstanding unpaid principal amount of the Loan (including any accrued and unpaid interest as of such date) shall convert into Equity Securities of the Surviving Corporation at the applicable Conversion Price (a "Conversion") as follows:~~

~~(i) in respect of any outstanding unpaid principal amount of the Loan (including any accrued and unpaid interest thereon) owned by Ares:~~

(a) Conversion at Option of Lenders. A Lender's Loan shall be convertible, at any time at the option of any Lender thereof, into that number of whole shares of Common Stock (a "Conversion") determined by dividing the (i) the Conversion Amount, by (ii) the Conversion Price. Notwithstanding anything to the contrary herein, in no event shall the aggregate number of shares of Common Stock issued upon conversion of the Loans, together with any other shares of Common Stock required to be aggregated therewith for purposes of the applicable rules of the Nasdaq Stock Market, exceed 19.99% of the shares of Common Stock outstanding as of the Fourth Amendment Effective Date (the "Exchange Cap"). Lenders shall effect conversions by providing the Borrower with the form of conversion notice attached hereto as Annex A (a "Notice of Conversion"). Each Notice of Conversion shall specify the principal amount of the Loan to be converted.

(b) The effective date of a Conversion (such date, the "Conversion Date") shall be the first of the following dates to occur after the date the applicable Lender delivers a Notice of Conversion to the Borrower:

(i) the first Business Day of the next calendar month occurring at least five days following delivery of the Notice of Conversion (for example, if a Notice of Conversion were delivered on September 15, the Conversion Date pursuant to this subsection would be October 1st; and if the Notice of Conversion were delivered on September 29, it would be November 1st);

(ii) the next Business Day following delivery of the Notice of Conversion if an event requiring a mandatory prepayment pursuant to Section 2.3(a)(ii) shall have occurred; and

(iii) the Maturity Date (if the Notice of Conversion is delivered at least one Business Day prior to the Maturity Date) or the Business Day following the Maturity Date (if the Notice of Conversion is delivered on the Maturity Date).

(c) Mechanics of Conversion

(i) Delivery of Conversion Shares Upon Conversion. Not later than the number of Trading Days comprising the Standard Settlement Period after each Conversion Date (the "Share Delivery Date"), Parent shall deliver, or cause to be delivered, as reasonably directed by the applicable converting Lender the number of Conversion Shares being acquired upon the conversion of the Loan. On or after the one-year anniversary of the Fourth Amendment Effective Date, such Conversion Shares will be free of restrictive legends and trading restrictions (other than any restrictions arising from Parent's insider trading policy or otherwise under applicable securities laws), provided the converting Lender delivers to Parent and its counsel all requested customary documentation and certifications. To the extent the Conversion Shares are issued free of restrictive legends and trading restrictions, Parent shall deliver the Conversion Shares required to be delivered by Parent under this Section 16 electronically through the Depository Trust Company if Parent is then a participant or another established clearing corporation performing similar functions.

(ii) Compliance with the HSR Act. Notwithstanding anything to the contrary in this Agreement, Parent shall not be obligated to effect any requested Conversion, nor shall Parent be required to issue or deliver any Conversion Shares in respect thereof, to the extent Parent reasonably believes such Conversion would result in a violation of the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder (the "HSR Act"). In such event (an "HSR Delay Event"), Parent and the applicable Lender shall cooperate in good faith to make any filings required under the HSR Act as soon as practicable, and, promptly and, in no event more than one Business Day, following the earlier of (i) such time that any such required filings have been made by Parent and such Lender, as applicable, and the applicable waiting period (and any extension thereof) has expired or been terminated and (ii) such time that Parent and such Lender have agreed in writing that no applicable filing or waiting period is required under the HSR Act, Parent shall effect such requested Conversion in accordance with this Section 16. Notwithstanding anything to the contrary in this Agreement, if an HSR Delay Event occurs, (i) the Conversion Date shall be deemed to be the date on which the Conversion actually occurs; and (ii) the Conversion Price for such Conversion shall be adjusted as set forth in this Section 16.1 for any required adjustments before the actual date of such Conversion.

(iii) Reservation of Shares Issuable Upon Conversion. Parent will at all times reserve and keep available out of its authorized and unissued shares of Common Stock for the sole purpose of issuance upon conversion of Loans as herein provided, free from preemptive rights or any other actual contingent purchase rights of Persons other than the Lenders, not less than such aggregate number of shares of the Common Stock as shall be issuable (taking into account the adjustments and restrictions as provided for in this Agreement) upon the conversion of the then outstanding Loans. Parent covenants that all shares of Common Stock that shall be so issuable shall, upon issue, in accordance with this Agreement, be duly authorized, validly issued, fully paid and nonassessable.

(iv) Fractional Shares. No fractional shares or scrip representing fractional shares shall be issued upon the conversion of Loans. As to any fraction of a share which a Lender would otherwise be entitled to purchase upon such conversion, Parent shall at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Conversion Price or round up to the next whole share.

(v) Transfer Taxes and Expenses. The issuance of Conversion Shares on conversion of Loans shall be made without charge to any Lender for any documentary stamp or similar taxes that may be payable in respect of the issue or delivery of such Conversion Shares. Notwithstanding the foregoing, Parent shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of any such Conversion Shares upon conversion in a name other than that of the Lenders of such Loans and Parent shall not be required to issue or deliver such Conversion Shares unless or until the Person or Persons requesting the issuance thereof shall have paid to Parent the amount of such tax or shall have established to the satisfaction of Parent that such tax has been paid.

(d) Stock Dividends and Stock Splits. If Parent, at any time while Loans are outstanding: (i) pays a stock dividend or otherwise makes a distribution or distributions payable in shares of Common Stock on shares of Common Stock or any other Common Stock Equivalents (which, for avoidance of doubt, shall not include any shares of Common Stock issued by Parent upon conversion of this Loan or any cash distributions), (ii) subdivides outstanding shares of Common Stock into a larger number of shares, (iii) combines (including by way of a reverse stock split) outstanding shares of Common Stock into a smaller number of shares, or (iv) issues, in the event of a reclassification of shares of the Common Stock, any Equity Securities of Parent, then, the Conversion Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding any treasury shares of Parent) outstanding immediately before such event, and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event. Any adjustment made pursuant to this Section 16.1(d) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or re-classification.

(e) Adjustment of Conversion Price upon Issuance of Equity Securities. If and whenever on or after the Fourth Amendment Effective Date until the first date on which no Loans are outstanding Parent issues or sells, or in accordance with this Section 16.1(e) is deemed to have issued or sold, any shares of Common Stock (including the issuance or sale of shares of Common Stock owned or held by or for the account of Parent, but excluding shares of Common Stock issued or sold, or deemed to have been issued or sold, by Parent in connection with any Exempt Issuance) for a consideration per share (the "New Issuance Price") less than the Conversion Price then in effect (each such issue, sale or deemed issuance or sale, a "Dilutive Issuance"), where the aggregate amount of consideration received by Parent, together with all prior issuances and sales conducted for the purpose of raising capital by Parent on or after the

Fourth Amendment Effective Date that were excluded from this Section 16.1(e) by this clause, exceeds $500,000, then, immediately after such Dilutive Issuance, the Conversion Price then in effect shall be reduced to an amount equal to the New Issuance Price. For all purposes of the foregoing (including, without limitation, determining the adjusted Conversion Price and the New Issuance Price under this Section 16.1(e)), the following shall be applicable:

(i) Options and Convertible Securities. The consideration per share received by Parent for Common Stock issued or deemed to have been issued pursuant to Section 16.1(e)(ii), relating to Options and Convertible Securities, shall be determined by dividing:

(A) ~~in the case of the Initial Term Loan and Delayed Draw Term Loan (and not, for the avoidance of doubt, the Converted SAFE Term Loan), automatically immediately prior to the consummation of a Business Combination;~~ the total amount, if any, received or receivable by Parent as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to Parent upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities, by

(B) ~~in the case of the Converted SAFE Term Loan and 2025-2 Delayed Draw Term Loan, upon the election of Ares in its sole discretion (which such election shall be made by written notice to the Borrower at least five (5) Business Days prior to the consummation of a Business Combination), immediately prior to the consummation of a Business Combination; or~~the maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) deemed to be issued pursuant to Section 16.1(e)(ii) upon the issuance of such Options or Convertible Securities.

~~(C) upon the election of Ares in its sole discretion, immediately prior to or at any time following the consummation of a Qualified IPO;~~

~~(ii) in respect of any outstanding unpaid principal amount of the Loan (including any accrued and unpaid interest thereon) owned by any Person other than Ares, automatically immediately prior to the consummation of a Business Combination or a Qualified IPO.~~

~~(b) Notwithstanding the foregoing, if the Surviving Corporation is not the Borrower, in connection with any Conversion pursuant to Section 16(a), (i) the Loan (including~~

~~any accrued and unpaid interest as of such date) will automatically convert into Equity Securities of the Borrower or any successor-in-interest of Borrower, and then (ii) such Equity Securities of the Borrower or successor in interest of the Borrower shall be exchanged into equivalent Equity Securities or Warrants of the Surviving Corporation in connection with such Business Combination or Qualified IPO. The number and type of Equity Securities of the Borrower initially received by Lender in accordance with the foregoing shall be a number and amount such that, upon consummation of the Qualified IPO or Business Combination, Lender receives a number of Equity Securities or Warrants of the Surviving Corporation equal to the number that Lender would have received had the Loan (including any accrued and unpaid interest as of such date), been converted directly into Equity Securities or Warrants of the Surviving Corporation at the then-applicable Conversion Price. If the Conversion Price is adjusted in accordance with clause (e)(i) or (e)(ii) of the definition of Conversion Price, the type of Equity Securities a Lender receives in accordance with this Section 16.1 shall be the same as are issued in the applicable PIPE Transaction.~~

~~16.2 Procedure for Conversion. The Borrower and Ares (or, if Ares is no longer a Lender, the Required Lenders) shall negotiate in good faith any necessary amendments to any applicable governing documents of the Borrower and/or Surviving Corporation, as applicable required to effect a Conversion, which amendments shall be effective immediately prior to such Conversion. Upon a Conversion, in lieu of any fractional shares to which any Lender would otherwise be entitled, the Borrower shall pay such Lender cash equal to such fraction multiplied by the Conversion Price. Promptly following conversion of the Loan, the Borrower shall cause the Surviving Corporation to issue each Lender a certificate in such Lender's name for the number of Equity Securities to which such Lender is entitled by reason of such conversion or reflect such position in book-entry form. Upon issuance of such Equity Securities to such Lender, the Note(s) evidencing the portion of Loan held by such Lender shall be deemed cancelled and fully paid with no need for surrender hereof.~~

(ii) Deemed Issuance of Options and Convertible Securities.

(A) If Parent at any time or from time to time shall issue any Options or Convertible Securities or shall fix a record date for the determination of holders of any class of securities entitled to receive any such Options or Convertible Securities, then the maximum number of shares of Common Stock (as set forth in the instrument relating thereto, assuming the satisfaction of any conditions to exercisability, convertibility or exchangeability but without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, shall be deemed to be outstanding and to have been issued as of the time of such issue or, in case such a record date shall have been fixed, as of the close of business on such record date.

(B) If the purchase or exercise price provided for in any Options, the additional consideration, if any, payable upon the issue,

conversion, exercise or exchange of any Convertible Securities, or the rate at which any Convertible Securities are convertible into or exercisable or exchangeable for Common Stock increases or decreases at any time (other than (i) proportional changes in conversion or exercise prices, as applicable, in connection with an event referred to in Section 16.1(d) above and (ii) automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Option or Convertible Security which are not more favorable to the holder thereof than the anti-dilution and similar provisions set forth herein), the Conversion Price in effect at the time of such increase or decrease shall be adjusted to the Conversion Price which would have been in effect at such time had such Options or Convertible Securities provided for such increased or decreased purchase price, additional consideration or increased or decreased conversion rate (as the case may be) at the time initially granted, issued or sold. For purposes of this Section 16.1(e), if the terms of any Option or Convertible Security that was outstanding as of the Fourth Amendment Effective Date are increased or decreased in the manner described in the immediately preceding sentence, then such Option or Convertible Security and the shares of Common Stock deemed issuable upon exercise, conversion or exchange thereof shall be deemed to have been issued as of the date of such increase or decrease. No adjustment pursuant to this Section 16.1(e)(ii) shall be made if such adjustment would result in an increase of the Conversion Price then in effect.

(iii) Calculation of Consideration Received.

(A) In case one or more Option is issued in connection with the issue or sale of other securities of Parent, together comprising one integrated transaction, (x) each such Option will be deemed to have been issued for the Option Value of such Option and (y) the other securities issued or sold in such integrated transaction shall be deemed to have been issued or sold for the difference of (I) the aggregate consideration received by Parent less any consideration paid or payable by Parent pursuant to the terms of such other securities of Parent, less (II) the Option Value of each such Option.

(B) If any shares of Common Stock, Options or Convertible Securities are issued or sold or deemed to have been issued or sold for cash, the consideration other than cash received therefor will be deemed to be the net amount received by Parent therefor. If any shares of Common Stock, Options or Convertible Securities are issued or sold for a consideration other than cash, the amount of such consideration received by Parent will be the fair value of such consideration, except where such consideration consists of publicly traded securities, in which case the amount of consideration received by Parent will be the VWAP of such

publicly traded securities on the date of receipt. If any shares of Common Stock, Options or Convertible Securities are issued to the owners of the non-surviving entity in connection with any merger in which Parent is the surviving entity, the amount of consideration therefor will be deemed to be the fair value of such portion of the net assets and business of the non-surviving entity as is attributable to such shares of Common Stock, Options or Convertible Securities, as the case may be. The fair value of any consideration other than cash or publicly traded securities will be determined jointly by Parent and Ares (or, if Ares is no longer a Lender, the Required Lenders). If such parties are unable to reach agreement within ten (10) days after the occurrence of an event requiring valuation (the "Valuation Event"), the fair value of such consideration will be determined within five Business Days after the tenth day following the Valuation Event by an independent, reputable appraiser jointly selected by Parent and Ares (or, if Ares is no longer a Lender, the Required Lenders). The determination of such appraiser shall be final and binding upon all parties absent manifest error and the fees and expenses of such appraiser shall be borne by Parent.

(iv) Expiration or Termination of Options or Convertible Securities. Upon the expiration or termination of any unexercised Option or unconverted or unexchanged Convertible Securities (or portion thereof) which resulted (either upon its original issuance or upon a revision of its terms) in an adjustment to the Conversion Price pursuant to the terms of Section 16.1(e), the Conversion Price shall be readjusted to such Conversion Price as would have obtained had such Option or Convertible Securities (or portion thereof) never been issued.

(f) Record Date. If Parent takes a record of the holders of shares of Common Stock for the purpose of entitling them (A) to receive a dividend or other distribution payable in shares of Common Stock, Options or in Convertible Securities or (B) to subscribe for or purchase shares of Common Stock, Options or Convertible Securities, then such record date will be deemed to be the date of the issuance or sale of the shares of Common Stock deemed to have been issued or sold upon the declaration of such dividend or the making of such other distribution or the date of the granting of such right of subscription or purchase (as the case may be).

(g) Subsequent Rights Offerings. In addition to any adjustments pursuant to Section 16.1(d) and Section 16.1(e) above, if at any time Parent grants, issues or sells any Common Stock Equivalents or rights to purchase stock, warrants, securities or other property pro rata to the record holders of any class of shares of Common Stock (the "Purchase Rights"), then each Lender will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which such Lender could have acquired if such Lender had held the number of shares of Common Stock acquirable upon complete conversion of such Lender's Loan (without regard to any limitations on conversion hereof) immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is

taken, the date as of which the record holders of shares of Common Stock are to be determined for the grant, issue or sale of such Purchase Rights. To the extent that the issue price of such Purchase Rights would result in an adjustment of the Conversion Price pursuant to Section 16.1(e), such adjustment shall not occur to the extent the Lenders were granted the right to acquire such Purchase Rights on the applicable terms.

(h) Pro Rata Distributions. If during such time as this Loan is outstanding, Parent declares or makes any dividend or other distribution of its assets (or rights to acquire its assets) to holders of shares of Common Stock, by way of return of capital or otherwise (including, without limitation, any distribution of cash, stock or other securities, property or options by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction, but excluding any voluntary or involuntary liquidation, dissolution or winding up of Parent or Deemed Liquidation Event) (a "Distribution"), in each such case, the Lenders shall be entitled to participate in such Distribution to the same extent that Lenders would have participated therein if the Lender had held the number of shares of Common Stock acquirable upon complete conversion of their Loan (without regard to any limitations on conversion, including the Exchange Cap) immediately before the date of which a record is taken for such Distribution, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the participation in such Distribution.

(i) Fundamental Transaction.

(A) If, at any time while this Loan is outstanding, (i) Parent, directly or indirectly, in one or more related transactions effects any merger or consolidation of Parent with or into another Person, (ii) Parent (and all of its Subsidiaries, taken as a whole), directly or indirectly, effects any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of its assets in one or a series of related transactions, (iii) any, direct or indirect, purchase offer, tender offer or exchange offer (whether by Parent or another Person) is completed pursuant to which holders of Common Stock are permitted to sell, tender or exchange their shares for other securities, cash or property and has been accepted by the holders of 50% or more of the outstanding Common Stock or 50% or more of the voting power of the common equity of Parent, (iv) Parent, directly or indirectly, in one or more related transactions effects any reclassification, reorganization or recapitalization of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property (other than as a result of a stock split, combination or reclassification of shares of Common Stock covered by Section 16.1(d)), or (v) Parent, directly or indirectly, in one or more related transactions consummates a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with another Person whereby such other Person acquires 50% or more of the

outstanding shares of Common Stock or 50% or more of the voting power of the common equity of Parent, and such event(s) do not constitute a Deemed Liquidation Event (each a "Fundamental Transaction"), then, upon any subsequent conversion of a Lender's Loan, the Lender shall have the right to receive, for each Conversion Share that would have been issuable upon such conversion immediately prior to the occurrence of such Fundamental Transaction (without regard to any limitation on the conversion of this Loan), the number of Equity Securities of the successor or acquiring corporation or of Parent, if it is the surviving corporation, and any additional consideration (the "Alternate Consideration") receivable as a result of such Fundamental Transaction by a holder of the number of shares of Common Stock for which the Loan is convertible immediately prior to such Fundamental Transaction (without regard to any limitation on the conversion of this Loan).

(B) For purposes of any such conversion, the determination of the Conversion Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one share of Common Stock in such Fundamental Transaction, and Parent shall apportion the Conversion Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Lender shall be given the same choice as to the Alternate Consideration it receives upon any conversion of this Loan following such Fundamental Transaction. To the extent necessary to effectuate the foregoing provisions, any successor to Parent or surviving entity in such Fundamental Transaction shall negotiate in good faith with Ares (or, if Ares is no longer a Lender, the Required Lenders) to effect any necessary amendments to any applicable governing documents of the successor to Parent or surviving entity in such Fundamental Transaction, as applicable required to effect a Conversion, which amendments shall be effective immediately prior to such Conversion.

(C) Parent shall cause any successor entity in a Fundamental Transaction in which Parent is not the survivor (the "Successor Entity") to assume in writing all of the obligations of Parent under this Agreement in accordance with the provisions of this Section 16.1(g) pursuant to written agreements in form and substance reasonably satisfactory to Ares (or, if Ares is no longer a Lender, the Required Lenders) and approved by Ares (or, if Ares is no longer a Lender, the Required Lenders) (without unreasonable delay) prior to such Fundamental Transaction and shall, at the option of Ares (or, if Ares is no longer a Lender, the Required Lenders), deliver to the converting Lender in exchange for the Loans a

Loan of the Successor Entity evidenced by a written instrument substantially similar in form and substance to this Loan which is convertible for a corresponding number of Equity Securities of such Successor Entity (or its parent entity) equivalent to the shares of Common Stock acquirable and receivable upon conversion of this Loan (without regard to any limitations on the conversion of this Loan) prior to such Fundamental Transaction, and with a conversion price which applies the Conversion Price hereunder to such Equity Securities (but taking into account the relative value of the shares of Common Stock pursuant to such Fundamental Transaction and the value of such Equity Securities, such number of Equity Securities and such conversion price being for the purpose of protecting the economic value of the Loan immediately prior to the consummation of such Fundamental Transaction), and which is reasonably satisfactory in form and substance to the Required Lenders.

(j) Calculations. All calculations under this Section 16 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 16, the number of shares of Common Stock deemed to be issued and outstanding as of a given date shall be the sum of the number of shares of Common Stock (excluding any treasury shares of Parent) issued and outstanding.

(k) Notice to the Lenders.

(i) Adjustment to Conversion Price. Whenever the Conversion Price is required to be adjusted pursuant to any provision of this Section 16, Parent shall promptly deliver to each Lender by email a notice setting forth the adjustments and setting forth a brief statement of the facts requiring such adjustment.

(ii) Notice to Allow Conversion by Lender. If (A) Parent shall declare a dividend (or any other distribution in whatever form) on the Common Stock, (B) Parent shall declare a redemption of the Common Stock, (C) Parent shall authorize the granting to all holders of the Common Stock of rights or warrants to subscribe for or purchase any Equity Securities of any class or of any rights, (D) the approval of any stockholders of Parent shall be required in connection with any reclassification of the Common Stock, any consolidation or merger to which Parent is a party, any sale or transfer of all or substantially all of the assets of Parent (and all of its Subsidiaries, taken as a whole), or any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property or (E) Parent shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of Parent, then, in each case, Parent shall cause to be filed at each office or agency maintained for the purpose of conversion of this Loan, and shall cause to be delivered by email to each Lender at its email address as it shall appear upon the stock books of Parent, at least 20 calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the

Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to exchange their shares of the Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange. Notwithstanding the foregoing, the failure to deliver such notice or any defect therein or in the delivery thereof shall not affect the validity of the corporate action required to be specified in such notice. To the extent that any notice provided hereunder constitutes, or contains, material, non-public information regarding Parent or any of the Subsidiaries, Parent shall simultaneously file such notice with the SEC pursuant to a Current Report on Form 8-K, unless determined by Parent that such filing would be harmful to Parent at such time, in which case Parent shall file such 8-K as soon as is reasonably practicable in its discretion. For the avoidance of doubt, and without limiting the conversion rights of any Lender, each Lender shall remain entitled to convert its Loan during the twenty (20)-day period commencing on the date of such notice through the effective date of the event triggering such notice except as may otherwise be expressly set forth herein.

16.3 Cessation of Interest Accrual. Notwithstanding anything in this Agreement to the contrary, upon the conversion of the portion of the Loan held by a Lender into Equity Securities of the Surviving Corporation in accordance with this Section 16, all interest on such Loan shall stop accruing as of the date of such conversion.

16.4 Subdivisions, Combinations and Other Issuances. If, at any time prior to the effective date of a Conversion, the Borrower or the Surviving Corporation, as applicable subdivides the Equity Securities as to which the Loan may be converted into, by split-up, distribution or dividend of shares, reverse split-up or otherwise, or combines the Equity Securities as to which the Loan may be converted into, or distributes to all or substantially all holders of Equity Securities evidence of Indebtedness, assets or property of the Borrower or the Surviving Corporation or rights, options or warrants to purchase or subscribe for Equity Securities, or makes a tender or exchange offer for such securities, the Conversion Price shall be adjusted such that the number of shares of Equity Securities issuable upon any conversion shall forthwith be proportionately increased in the case of such subdivision, or proportionately decreased in the case of a combination, or otherwise equitably adjusted, in each case, as is customary for public company convertible loans. Any adjustment under this Section 16.4 shall become effective at the close of business on the date the subdivision or combination becomes effective.

16.5 Valid Issuance. The Equity Securities issued by the Borrower and/or the Surviving Corporation to each Lender upon or in connection with the conversion of the portion of Loan held by such Lender will, upon such transfer in accordance with the terms hereof and pursuant to the Borrower and/or the Surviving Corporation's certificate of incorporation or other governing documents, as applicable, be duly and validly issued, fully paid and non-assessable and free from all taxes, liens and charges with respect to the transfer thereof (other than any documentary, stamp, transfer and other transactional taxes attributable to the transfer of Equity Securities to a

~~Lender in connection with a conversion of the portion of Loan held by such Lender), and the Borrower shall take no action and shall cause the Surviving Corporation to take no action that would cause a contrary result.~~

16.2 ~~16.6~~ Tax Matters. In each case for U.S. federal income tax and applicable state and local tax purposes, the Collateral Agent, Lenders and the Borrower agree (i) to treat the Loans (~~i~~a) as indebtedness of the Borrower~~,~~ and (~~ii~~b) not as a contingent payment debt instrument within the meaning of United States Treasury Regulations Section 1.1275-4 and (ii~~i~~) ~~any conversion of the Loans into Equity Securities of the Borrower (or, if the Borrower is the Surviving Corporation, Surviving Corporation) under this Agreement as a transaction for which no gain or loss is realized pursuant to Internal Revenue Service Revenue Ruling 72-265 (clauses (i), (ii) and (iii) collectively, the "Intended Tax Treatment")~~that the changes to the Loans pursuant to the Fourth Amendment, do not result in a "significant modification" (within the meaning of United States Treasury Regulations Section 1.1001-3) of the Loans,, and the Lender and the Borrower shall take no contrary position or action, unless otherwise required by (x) a final determination within the meaning of Section 1313 of the Internal Revenue Code or any corresponding provision of state or local law (a "Determination") or (y) a law not in effect as of the ~~Closing Date. Subject to the foregoing sentence, the Borrower and Surviving Corporation agree to act in good faith and use commercially reasonable efforts to structure any Conversion, Business Combination or Qualified IPO in a manner that is tax efficient to the Lender, except to the extent such structuring would reasonably be expected to result in adverse tax, legal or commercial consequences for the Borrower, the Surviving Corporation or their respective stockholders.~~Fourth Amendment Effective Date.

~~16.7 Documentation. In connection with any Conversion, upon the reasonable request of Borrower or the Surviving Corporation each Lender will execute and deliver each transaction document (including a lock-up agreement) that other holders of Equity Securities into which the Loan is converting are delivering in connection with the applicable Qualified IPO or Business Combination, so long as the terms of such documents applicable to any such Lender are substantially consistent with those being entered into by similarly situated holders of such Equity Securities.~~

~~16.8 Assumption Upon Qualified IPO. If Borrower consummates a Qualified IPO and Ares does not elect to convert its portion of the Loan in connection with such Qualified IPO, then (i) the Surviving Corporation: (A) shall expressly assume such remaining obligations of the Borrower under this Agreement and the other Loan Documents to which the Borrower is a party pursuant to a supplement to this Agreement or the other Loan Documents in form reasonably satisfactory to Ares and the Collateral Agent; (B) if requested by the Collateral Agent or Ares, shall deliver to the Collateral Agent and Ares an opinion of counsel including customary organization, due execution, no conflicts and enforceability opinions; and (C) if requested by the Collateral Agent or Ares at least two business days prior to the consummation of such Qualified IPO, shall deliver to Ares and the Collateral Agent all documentation and other information in respect of the Surviving Corporation required under applicable "know your customer" and anti-money laundering rules and regulations, including the USA Patriot Act.~~

17. CROSS-GUARANTY OF BORROWERS.

17.1 Cross-Guaranty. Each Borrower hereby agrees that such Borrower is jointly and severally liable for, and hereby absolutely and unconditionally guarantees to Agent and the Lenders and its successors and assigns, the full and prompt payment (whether at stated maturity, by acceleration or otherwise) and performance of, all Obligations owed or hereafter owing to Agent and the Lenders by each other Borrower. Each Borrower agrees that its guaranty obligation hereunder is a continuing guaranty of payment and performance and not of collection, that its obligations under this Section 17 shall not be discharged until payment and performance, in full, of the Obligations has occurred, and that its obligations under this Section 17 shall be absolute and unconditional, irrespective of, and unaffected by:

(a) the genuineness, validity, regularity, enforceability or any future amendment of, or change in, this Agreement, any other Loan Document or any other agreement, document or instrument to which any Borrower is or may become a party;

(b) the absence of any action to enforce this Agreement (including this Section 17) or any other Loan Document, or the waiver or consent by Agent and the Lenders with respect to any of the provisions hereof or thereof;

(c) the existence, value or condition of, or failure to perfect its Lien against, any security for the Obligations or any action, or the absence of any action, by Agent and the Lenders in respect thereof (including the release of any such security);

(d) the insolvency of any Borrower or any other Person; or

(e) any other action or circumstances that might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor.

Each Borrower shall be regarded, and shall be in the same position, as principal debtor with respect to the Obligations guaranteed hereunder.

17.2 Waivers by Borrowers. Each Borrower expressly waives all rights it may have now or in the future under any statute, at common law, at law, in equity or otherwise, to compel Agent and the Lenders to marshal assets or to proceed in respect of the Obligations guaranteed hereunder against any other Borrower, any other party or against any security for the payment and performance of the Obligations before proceeding against, or as a condition to proceeding against, such Borrower. Each of Borrower, Agent, and the Lenders agrees that the foregoing waivers are of the essence of the transaction contemplated by this Agreement and the other Loan Documents and that, but for the provisions of this Section 17 and such waivers, Agent and the Lenders would decline to enter into this Agreement.

17.3 Benefit of Guaranty. Each Borrower agrees that the provisions of this Section 17 are for the benefit of Agent and the Lenders and their successors, transferees, endorsees and assigns, and nothing herein contained shall impair, as between any other Borrower, Agent, and the Lenders, the obligations of such other Borrower under the Loan Documents.

17.4 Waiver of Subrogation, Etc. Notwithstanding anything to the contrary in this Agreement or in any other Loan Document, and except as set forth in Section 17.5 hereof, each Borrower hereby expressly and irrevocably waives any and all rights at law or in equity to subrogation, reimbursement, exoneration, contribution, indemnification or set off and any and all defenses available to a surety, guarantor or accommodation co-obligor until the Obligations are indefeasibly paid in full in cash. Each Borrower acknowledges and agrees that this waiver is intended to benefit Agent and the Lenders and shall not limit or otherwise affect such Borrower's liability hereunder or the enforceability of this Section 17, and that Agent and the Lenders and their successors and assigns are intended third party beneficiaries of the waivers and agreements set forth in this Section 17.

17.5 Election of Remedies. If Agent and the Lenders may, under applicable law, proceed to realize its benefits under any of the Loan Documents giving Agent and the Lenders a Lien upon any Collateral, whether owned by any Borrower or by any other Person, either by judicial foreclosure or by non-judicial sale or enforcement, Agent and the Lenders may, at their sole option, determine which of its remedies or rights it may pursue without affecting any of its rights and remedies under this Section 17. If, in the exercise of any of their rights and remedies, Agent and the Lenders shall forfeit any of its rights or remedies (including, without limitation, its right to enter a deficiency judgment against any Borrower or any other Person), whether because of any applicable laws pertaining to "election of remedies" or the like, each Borrower hereby consents to such action by Agent and the Lenders and waives any claim based upon such action, even if such action by Agent and the Lenders shall result in a full or partial loss of any rights of subrogation that each Co-Borrower might otherwise have had but for such action by Agent and the Lenders. Any election of remedies that results in the denial or impairment of the right of Agent and the Lenders to seek a deficiency judgment against any Borrower shall not impair any other Borrower's obligation to pay the full amount of the Obligations. In the event Agent and the Lenders shall bid at any foreclosure or trustee's sale or at any private sale permitted by law or the Loan Documents, Agent and the Lenders may bid all or less than the amount of the Obligations and the amount of such bid need not be paid by Agent and the Lenders but shall be credited against the Obligations. The amount of the successful bid at any such sale, whether Agent and the Lenders or any other party is the successful bidder, shall be conclusively deemed to be the fair market value of the Collateral and the difference between such bid amount and the remaining balance of the Obligations shall be conclusively deemed to be the amount of the Obligations guaranteed under this Section 17, notwithstanding that any present or future law or court decision or ruling may have the effect of reducing the amount of any deficiency claim to which Agent and the Lenders might otherwise be entitled but for such bidding at any such sale.

17.6 Limitation. Notwithstanding any provision herein contained to the contrary, each Borrower's liability under this Section 17 (which liability is in any event in addition to amounts for which such Borrower is primarily liable under this Agreement) shall be limited to an amount not to exceed as of any date of determination the lesser of:

(a) the net amount of all Loans advanced to any other Borrower under this Agreement and then re-loaned or otherwise transferred to, or for the benefit of, such Borrower; and

(b) the amount that could be claimed by Agent and the Lenders from such Borrower under this Section 17 without rendering such claim voidable or avoidable under Section 548 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act or similar statute or common law after taking into account, among other things, such Borrower's right of contribution and indemnification from each other Borrower under Section 17.7.

17.7 Contribution with Respect to Guaranty Obligations.

(a) To the extent that any Borrower shall make a payment under this Section 17 of all or any of the Obligations (other than Loans made to such Borrower for which it is primarily liable) (a "Guarantor Payment") that, taking into account all other Guarantor Payments then previously or concurrently made by any other Borrower, exceeds the amount that such Borrower would otherwise have paid if each Borrower had paid the aggregate Obligations satisfied by such Guarantor Payment in the same proportion that such Borrower's "Allocable Amount" (as defined below) (as determined immediately prior to such Guarantor Payment) bore to the aggregate Allocable Amounts of each Borrower as determined immediately prior to the making of such Guarantor Payment, then, following indefeasible payment in full in cash of the Obligations and termination of the commitments to lend hereunder, such Borrower shall be entitled to receive contribution and indemnification payments from, and be reimbursed by, each other Borrower for the amount of such excess, pro rata based upon their respective Allocable Amounts in effect immediately prior to such Guarantor Payment.

(b) As of any date of determination, the "Allocable Amount" of any Borrower shall be equal to the maximum amount of the claim that could then be recovered from such Borrower under this Section 17 without rendering such claim voidable or avoidable under Section 548 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act or similar statute or common law.

(c) This Section 17.7(C) is intended only to define the relative rights of each Borrower and nothing set forth in this Section 17 is intended to or shall impair the obligations of each Borrower, jointly and severally, to pay any amounts as and when the same shall become due and payable in accordance with the terms of the Loan Agreement. Nothing contained in this Section 17.7(C) shall limit the liability of any Borrower to pay the Loans made directly or indirectly to such Borrower and accrued interest, fees and expenses with respect thereto for which such Borrower shall be primarily liable.

(d) The parties hereto acknowledge that the rights of contribution and indemnification hereunder shall constitute assets of each Borrower to which such contribution and indemnification is owing.

(e) The rights of the indemnifying Borrower against the other Borrower under this Section 17 shall be exercisable upon the full and indefeasible payment of the Obligations and the termination of the commitments to lend hereunder.

17.8 Liability Cumulative. The liability of each Borrower under this Section 17 is in addition to and shall be cumulative with all liabilities of each Borrower to the Agent and the Lenders under the Loan Agreement and the other Loan Documents to which such Borrower is a party or in respect of any Obligations or obligation of the other Borrower, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed as of the date first above written.

BORROWER:

KODIAK ROBOTICS, INC.

By:__

Name:

Title:

COLLATERAL AGENT:

ARES AGENT SERVICES, L.P.

By:__

Name:

Title:

LENDER REPRESENTATIVE:

ARES AGENT SERVICES, L.P.

By:__

Name:

Title:

LENDERS:

[●]

By:

Name:__

Title:

~~LIST OF EXHIBITS AND SCHEDULES~~

~~Exhibit~~**ANNEX A** ~~Disclosure Schedule~~

NOTICE OF CONVERSION
(TO BE EXECUTED BY A LENDER IN ORDER TO CONVERT ITS LOAN)

Reference is made to the Second Lien Loan and Security Agreement, by and among Kodiak Robotics, Inc., Ares Agent Services, L.P. and the lenders identified on the signature pages thereto, dated as of April 14, 2025, as amended (the "**Loan Agreement**"). The undersigned hereby elects to convert the principal amount of its Loan (as defined in the Loan Agreement) indicated below into shares of common stock, par value $0.0001 per share (the "**Common Stock**"), of Kodiak AI, Inc., a Delaware corporation (the "**Corporation**"), in accordance with the Loan Agreement, as of the next applicable Conversion Date (as defined in the Loan Agreement) following the date set forth below. If shares of Common Stock are to be issued in the name of a Person (as defined in the Loan Agreement) other than the undersigned, the undersigned will pay all transfer taxes payable with respect thereto and is delivering herewith such certificates and opinions as may be required by Parent (as defined in the Loan Agreement). No fee will be charged to the undersigned for any conversion, except for any such transfer taxes.

Principal Amount of Loan Owned Prior to Conversion: _____

_____ Entire Principal Amount of Loan set forth above (plus accrued but unpaid interest as of the Conversion Date) shall be Converted.

Address for Delivery: _____

or

DWAC Instructions:
Broker no: _____
Account no: _____

~~Exhibit B Funding Certificate~~
~~Exhibit C Form of Note Required~~
~~Exhibit D [Reserved]~~
~~Exhibit E Form of Officer's Certificate~~
~~Exhibit F Form of Assignment and Assumption~~

~~Schedule 2.1(a) Commitment Amounts~~
~~Schedule 6.12 Post-Closing Covenants~~

Date: _____

_____ [LENDER]

_____ By: _____

Name:
Title:

EXHIBIT 31.1

CERTIFICATION PURSUANT TO

RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934,

AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Don Burnette, certify that:

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

reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent function):

   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.

Dated: November 6, 2026

/s/ Don Burnette

Don Burnette

Chief Executive Officer

(Principal Executive Officer)

EXHIBIT 31.2

CERTIFICATION PURSUANT TO

RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934,

AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Surajit Datta, certify that:

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

reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent function):

   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.

Dated: November 6, 2026

/s/ Surajit Datta

Surajit Datta

Chief Financial Officer

(Principal Financial Officer)

EXHIBIT 32.1

CERTIFICATION PURSUANT TO

18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO

SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Kodiak AI, Inc. (the "Company") on Form 10-Q for the period ended September 30, 2026, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

Dated: November 6, 2026

/s/ Don Burnette

Don Burnette

Chief Executive Officer

(Principal Executive Officer)

EXHIBIT 32.2

CERTIFICATION PURSUANT TO

18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO

SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Kodiak AI, Inc. (the "Company") on Form 10-Q for the period ended September 30, 2026, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

Dated: November 6, 2026

/s/ Surajit Datta

Surajit Datta

Chief Financial Officer

(Principal Financial Officer)