

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

FORM 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the quarterly period ended March 31, 2023
or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from _____ to _____
Commission File Number 001-39310

ZoomInfo Technologies Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)
805 Broadway Street, Suite 900

Vancouver, Washington
(Address of principal executive offices)

87-3037521
(I.R.S. Employer
Identification No.)

98660
(Zip Code)

(800) 914-1220

(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 \$0.01 per share	ZI	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 by Rule 12b-2 of the Exchange Act). Yes No

As of April 21, 2023, there were 402,328,690 shares of the registrant's common stock outstanding.

ZoomInfo Technologies Inc.
Quarterly Report on Form 10-Q
For the Quarterly Period Ended March 31, 2023

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GLOSSARY

As used in this quarterly report on Form 10-Q (this “Form 10-Q”), the terms identified below have the meanings specified below unless otherwise noted or the context indicates otherwise. References in this Form 10-Q to “ZoomInfo Technologies Inc.” refer to ZoomInfo Technologies Inc. and not to any of its subsidiaries unless the context indicates otherwise. References in this Form 10-Q to “ZoomInfo,” the “Company,” “we,” “us,” and “our” refer (1) prior to the consummation of the Reorganization Transactions, to ZoomInfo OpCo and its consolidated subsidiaries, and (2) after the consummation of the Reorganization Transactions, to ZoomInfo Technologies Inc. and its consolidated subsidiaries unless the context indicates otherwise.

- “2022 Form 10-K” refers to the Annual Report on Form 10-K of ZoomInfo Technologies Inc. for the fiscal year ended December 31, 2022 as filed with the SEC on February 16, 2023.
- “AOCI” refers to *Accumulated other comprehensive income (loss)* on our Consolidated Balance Sheets.
- “Blocker Companies” refers to certain of our Pre-IPO OpCo Unitholders that are taxable as corporations for U.S. federal income tax purposes.
- “Class P Units” refers to Class P Units (including, without limitation, any indirectly held Class P Units) of ZoomInfo OpCo.
- “Common Stock Option” refers to an award granted under Section 7 of the 2020 Omnibus Incentive Plan.
- “Customers” refers to companies that have contracted with us to use our services and, at the time of measurement, maintain one or more active paid subscriptions to our platform. Paid subscriptions will generally include access for a number of employees or other affiliated persons of the customer.
- “Exchange Tax Receivable Agreement” refers to the tax receivable agreement entered into with certain Pre-IPO OpCo Unitholders.
- “HoldCo Units” refers to the class of units of ZoomInfo HoldCo.
- “HSKB” and “HSKB I” refers to HSKB Funds, LLC, a privately held limited liability company formed on February 9, 2016 for the purpose of issuing equity to certain persons who had performed and would continue to perform services for ZoomInfo OpCo.
- “HSKB II” refers to HSKB Funds II, LLC, a privately held limited liability company formed on May 28, 2020 for the purpose of effecting a reorganization of HSKB I at the time of the IPO and to issue equity to certain persons who had performed and would continue to perform services for ZoomInfo OpCo.
- “IPO” refers to the initial public offering of Class A common stock of ZoomInfo Technologies Inc.
- “LTIP Units” refers to a class of partnership units that are intended to qualify as “profit interests” in ZoomInfo OpCo for federal income tax purposes that, subject to certain conditions, including vesting, are convertible by the holder into OpCo Units.
- “OpCo Units” refers to the class of units of ZoomInfo OpCo and does not include Class P Units.
- “Pre-IPO Blocker Holders” refers to the Pre-IPO Owners that held their interests in us through the Blocker Companies immediately prior to the IPO.
- “Pre-IPO HoldCo Unitholders” refers to the Pre-IPO Owners that held HoldCo Units immediately prior to the IPO.
- “Pre-IPO OpCo Unitholders” refers to the Pre-IPO Owners that held OpCo Units immediately prior to the IPO.
- “Pre-IPO Owners” refers collectively to private equity investors, founders, management, and employees who were the owners of ZoomInfo OpCo immediately prior to the Reorganization Transactions.
- “Reorganization Tax Receivable Agreement” refers to the tax receivable agreement entered into with the Pre-IPO Blocker Holders.
- “Reorganization Transactions” refers to the transactions described under “Reorganization Transactions” in Note 1 to our 2022 Form 10-K.
- “Restricted Stock” refers to our common stock, subject to certain specified restrictions (which may include, without limitation, a requirement that the recipient remain continuously employed or provide continuous services for a specified period of time), granted under Section 8 of the 2020 Omnibus Incentive Plan.

- “Restricted Stock Unit” or “RSU” refers to an unfunded and unsecured promise to deliver shares of our common stock, cash, other securities or other property, subject to certain restrictions (which may include, without limitation, a requirement that the recipient remain continuously employed or provide continuous services for a specified period of time), granted under Section 8 of the 2020 Omnibus Incentive Plan.
- “SEC” refers to the Securities and Exchange Commission.
- “Securities Act” refers to the Securities Act of 1933, as amended.
- “Tax Receivable Agreements” or “TRA” refers collectively to the Exchange Tax Receivable Agreement and the Reorganization Tax Receivable Agreement.
- “ZoomInfo HoldCo” refers to ZoomInfo Intermediate Holdings LLC, a Delaware limited liability company, and a direct subsidiary of ZoomInfo Technologies Inc.
- “ZoomInfo OpCo” refers to ZoomInfo Holdings LLC (formerly known as DiscoverOrg Holdings, LLC), a Delaware limited liability company, and a direct subsidiary of ZoomInfo HoldCo and indirect subsidiary of ZoomInfo Technologies Inc.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

From time to time we make statements concerning our expectations, beliefs, plans, objectives, goals, strategies, future events or performance and underlying assumptions and other statements that are not historical facts. These statements are “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Actual results may differ materially from those expressed or implied by these statements. You can generally identify our forward-looking statements by the words “anticipate,” “believe,” “can,” “continue,” “could,” “estimate,” “expect,” “forecast,” “goal,” “intend,” “may,” “might,” “objective,” “outlook,” “plan,” “potential,” “predict,” “projection,” “seek,” “should,” “target,” “trend,” “will,” “would” or the negative version of these words or other comparable words.

We have based our forward-looking statements on our management’s beliefs and assumptions based on information available to our management at the time the statements are made. We caution you that assumptions, beliefs, expectations, intentions and projections about future events may and often do vary materially from actual results. Therefore, we cannot assure you that actual results will not differ materially from those expressed or implied by our forward-looking statements.

The following are some of the factors that could cause actual results to differ from those expressed or implied by our forward-looking statements, including forward-looking statements contained in this Quarterly Report on Form 10-Q:

- larger well-funded companies may shift their existing business models to become more competitive with us;
- we experience competition from other companies and technologies that allow companies to gather and aggregate sales, marketing, recruiting, and other data, and competing products and services could surpass ours in depth, breadth, or accuracy of our data or in other respects;
- our current and potential customers may reduce spending on sales, marketing, recruiting and other technology and information as a result of weaker economic conditions, which could harm our revenue, results of operations, and cash flows;
- our platform integrates or otherwise work with third-party systems that we do not control;
- we may be unable to attract new customers and expand existing subscriptions, which could harm our revenue growth and profitability;
- changes in search engine algorithms and dynamics could negatively affect traffic to our website;
- we may be unable to successfully integrate acquired businesses, services, databases, and technologies into our operations, which could have an adverse effect on our business;
- new or changing laws and regulations may diminish the demand for our platform, restrict access to our platform, constrain the range of services we can provide, or require us to disclose or provide access to information in our possession, which could harm our business, results of operations, and financial condition;
- if we are not able to obtain and maintain accurate, comprehensive, or reliable data, we could experience reduced demand for our products and services and have an adverse effect on our business, results of operations, and financial condition;
- we may fail to protect and maintain our intellectual property;
- third-parties could use our products and services in a manner that is unlawful or contrary to our values;
- our indebtedness could adversely affect our financial position and our ability to raise additional capital and prevent us from fulfilling our obligations;

- interest rate fluctuations may affect our results of operations and financial condition;
- global economic uncertainty and catastrophic events, including global pandemics such as the COVID-19 pandemic, have and may disrupt our business and adversely impact our business and future results of operations and financial condition;
- the parties to our stockholders agreement have special rights and interests that may conflict with ours or yours in the future; and
- other factors described under “Risk Factors” in Part I, Item 1A of our 2022 Form 10-K, and in other reports we file from time to time with the SEC.

These factors should not be construed as exhaustive and should be read in conjunction with the other cautionary statements that are included in this Form 10-Q and our other filings with the SEC. Should one or more of these risks or uncertainties materialize, or should any of our assumptions prove incorrect, our actual results may vary in material respects from those projected in our forward-looking statements. Factors or events that could cause our actual results to differ may emerge from time to time, and it is not possible for us to predict all of them. Our forward-looking statements do not reflect the potential impact of any future acquisitions, mergers, dispositions, joint ventures, investments, or other strategic transactions we may make.

You should not place undue reliance on our forward-looking statements. Each forward-looking statement speaks only as of the date of the particular statement, and we undertake no obligation to update or revise any forward-looking statements whether as a result of new information, future developments or otherwise, except as required by law.

Website Disclosure

The Company intends to use its website as a distribution channel of material company information. Financial and other important information regarding the Company is routinely posted on and accessible through the Company’s website at <https://ir.zoominfo.com>. In addition, you may automatically receive email alerts and other information about the Company when you enroll your email address by visiting the “Email Alerts” section of our investor relations page at <https://ir.zoominfo.com>. The information on our website is not incorporated herein or otherwise a part of this Form 10-Q.

PART I - FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

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Unaudited Consolidated Financial Statements of ZoomInfo Technologies Inc. and Subsidiaries

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ZoomInfo Technologies Inc.
Consolidated Balance Sheets

(in millions, except share data)

	March 31, 2023 (unaudited)	December 31, 2022 (audited)
Assets		
Current assets:		
Cash and cash equivalents	\$ 474.0	\$ 418.0
Short-term investments	141.8	127.7
Accounts receivable, net	215.5	222.9
Prepaid expenses and other current assets	65.9	57.8
Income tax receivable	7.9	5.6
Total current assets	905.1	832.0
Restricted cash, non-current	9.8	6.1
Property and equipment, net	53.4	52.1
Operating lease right-of-use assets, net	60.6	63.0
Intangible assets, net	379.6	395.6
Goodwill	1,692.7	1,692.7
Deferred tax assets	3,952.9	3,977.9
Deferred costs and other assets, net of current portion	111.0	117.0
Total assets	\$ 7,165.1	\$ 7,136.4
Liabilities and Permanent Equity		
Current liabilities:		
Accounts payable	\$ 25.9	\$ 35.6
Accrued expenses and other current liabilities	79.1	104.1
Unearned revenue, current portion	449.0	416.8
Income taxes payable	2.9	5.9
Current portion of tax receivable agreements liability	44.4	—
Current portion of operating lease liabilities	9.7	10.3
Current portion of long-term debt	6.0	—
Total current liabilities	617.0	572.7
Unearned revenue, net of current portion	2.4	3.1
Tax receivable agreements liability, net of current portion	2,924.2	2,978.7
Operating lease liabilities, net of current portion	65.9	67.9
Long-term debt, net of current portion	1,229.0	1,235.7
Deferred tax liabilities	1.6	1.0
Other long-term liabilities	5.7	5.5
Total liabilities	4,845.8	4,864.6
Commitments and Contingencies (Note 11)		
Permanent Equity:		
Common stock, par value \$0.01; 3,300,000,000 shares authorized, 403,514,079 and 404,083,262 issued and outstanding as of March 31, 2023 and December 31, 2022, respectively	4.0	4.0
Preferred stock, par value \$0.01; 200,000,000 shares authorized, 0 and 0 issued and outstanding as of March 31, 2023 and December 31, 2022, respectively	—	—
Additional paid-in capital	2,061.6	2,052.1
Accumulated other comprehensive income (loss)	33.2	39.7
Retained Earnings	220.5	176.0
Total equity	2,319.3	2,271.8
Total liabilities and permanent equity	\$ 7,165.1	\$ 7,136.4

ZoomInfo Technologies Inc.
Consolidated Statements of Operations

(in millions, except per share amounts; unaudited)

	Three Months Ended March 31,	
	2023	2022
Revenue	\$ 300.7	\$ 241.7
Cost of service:		
Cost of service ⁽¹⁾	35.0	32.8
Amortization of acquired technology	10.5	11.2
Gross profit	255.2	197.7
Operating expenses:		
Sales and marketing ⁽¹⁾	103.2	84.1
Research and development ⁽¹⁾	42.3	45.6
General and administrative ⁽¹⁾	37.7	27.8
Amortization of other acquired intangibles	5.6	5.3
Restructuring and transaction-related expenses	0.1	2.5
Total operating expenses	188.9	165.3
Income from operations	66.3	32.4
Interest expense, net	9.9	11.8
Loss on debt modification and extinguishment	2.2	—
Other (income) expense, net	(14.0)	1.4
Income before income taxes	68.2	19.2
Income tax expense	23.7	13.0
Net income	\$ 44.5	\$ 6.2
Net income per share of common stock:		
Basic	\$ 0.11	\$ 0.02
Diluted	\$ 0.11	\$ 0.02

(1) Amounts include equity-based compensation expense, as follows:

	Three Months Ended March 31,	
	2023	2022
Cost of service	\$ 4.1	\$ 4.6
Sales and marketing	19.5	16.1
Research and development	6.9	15.6
General and administrative	7.2	6.2
Total equity-based compensation expense	\$ 37.7	\$ 42.5

ZoomInfo Technologies Inc.
Consolidated Statements of Comprehensive Income (Loss)
(in millions; unaudited)

	Three Months Ended March 31,	
	2023	2022
Net income	\$ 44.5	\$ 6.2
Other comprehensive income (loss), net of tax		
Unrealized gain (loss) on cash flow hedges	(3.4)	21.4
Realized (gain) loss on settlement of cash flow hedges	(5.4)	1.6
Amortization of deferred losses related to the dedesignated Interest Rate Swap	0.1	—
Other comprehensive income (loss) before tax	(8.7)	23.0
Tax effect	2.2	(6.1)
Other comprehensive income (loss), net of tax	(6.5)	16.9
Comprehensive income	\$ 38.0	\$ 23.1

ZoomInfo Technologies Inc.
Consolidated Statements of Changes in Equity (Deficit)
(in millions, except share data)

	New ZoomInfo Common Stock							
	Shares	Amount						
Balance, December 31, 2022	404,083,262	\$ 4.0	\$ 2,052.1	\$ 176.0	\$ 39.7	\$	2,271.8	\$
Issuance of common stock upon vesting of RSUs	648,570	—	—	—	—	—	—	—
Shares withheld related to net share settlement and other	(163,965)	—	(4.1)	—	—	—	(4.1)	—
Exercise of stock options	11,236	—	0.2	—	—	—	0.2	—
Forfeitures / cancellations	(6,733)	—	—	—	—	—	—	—
Repurchase of common stock	(1,058,291)	—	(24.3)	—	—	—	(24.3)	—
Net income (loss)	—	—	—	44.5	—	—	44.5	—
Other comprehensive income	—	—	—	—	(6.5)	—	(6.5)	—
Equity-based compensation	—	—	37.7	—	—	—	37.7	—
Balance at March 31, 2023	403,514,079	\$ 4.0	\$ 2,061.6	\$ 220.5	\$ 33.2	\$	2,319.3	\$

ZoomInfo Technologies Inc.
Consolidated Statements of Changes in Equity (Deficit)
(in millions, except share data)

	New ZoomInfo Common Stock		Additional paid- in capital	Retained Earnings	AOCI	Total Equity
	Shares	Amount				
Balance, December 31, 2021	403,315,989	\$ 4.0	\$ 1,871.6	\$ 112.8	\$ 9.5	\$ 1,997.9
Issuance of Class A common stock upon vesting of RSUs	187,659	—	—	—	—	—
Shares withheld related to net share settlement and other	(80,067)	—	(4.4)	—	—	(4.4)
Exercise of stock options	14,790	—	0.3	—	—	0.3
Forfeitures / cancellations	(43,210)	—	—	—	—	—
Net income (loss)	—	—	—	6.2	—	6.2
Other comprehensive income	—	—	—	—	16.9	16.9
Equity-based compensation	—	—	42.5	—	—	42.5
Balance at March 31, 2022	403,395,161	\$ 4.0	\$ 1,910.0	\$ 119.0	\$ 26.4	\$ 2,059.4

ZoomInfo Technologies Inc.
Consolidated Statements of Cash Flows
(in millions; unaudited)

	Three Months Ended March 31,	
	2023	2022
Cash flows from operating activities:		
Net income	\$ 44.5	\$ 6.2
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:		
Depreciation and amortization	20.9	20.0
Amortization of debt discounts and issuance costs	0.7	0.7
Amortization of deferred commissions costs	18.8	14.1
Loss on debt modification and extinguishment	2.2	—
Equity-based compensation expense	37.7	42.5
Deferred income taxes	27.9	10.7
Tax receivable agreement remeasurement	(10.1)	0.9
Provision for bad debt expense	6.1	0.4
Changes in operating assets and liabilities, net of acquisitions:		
Accounts receivable	1.3	20.1
Prepaid expenses and other current assets	(9.9)	(4.8)
Deferred costs and other assets, net of current portion	(16.4)	(18.6)
Income tax receivable	(2.3)	(1.2)
Accounts payable	(10.3)	1.5
Accrued expenses and other liabilities	(34.0)	(29.4)
Unearned revenue	31.5	41.9
Net cash provided by (used in) operating activities	<u>108.6</u>	<u>105.0</u>
Cash flows from investing activities:		
Purchases of short-term investments	(63.6)	(11.1)
Maturities of short-term investments	50.4	17.0
Purchases of property and equipment and other assets	(6.4)	(6.6)
Purchase of convertible note receivable	—	(10.0)
Cash paid for acquisitions, net of cash acquired	—	2.1
Net cash provided by (used in) investing activities	<u>(19.6)</u>	<u>(8.6)</u>
Cash flows from financing activities:		
Payments of deferred consideration	—	(1.1)
Repayment of debt	(1.5)	—
Payments of debt issuance and modification costs	(2.0)	(0.4)
Proceeds from exercise of stock options	0.2	0.3
Taxes paid related to net share settlement of equity awards	(4.1)	(3.8)
Payments of equity issuance costs	—	(0.3)
Tax receivable agreement payments	—	(5.0)
Repurchase of common stock	(21.9)	—
Net cash provided by (used in) financing activities	<u>(29.3)</u>	<u>(10.3)</u>
Net increase (decrease) in cash, cash equivalents, and restricted cash	59.7	86.1
Cash, cash equivalents, and restricted cash at beginning of period	424.1	314.1
Cash, cash equivalents, and restricted cash at end of period	<u>\$ 483.8</u>	<u>\$ 400.2</u>
Cash, cash equivalents, and restricted cash at end of period:		
Cash and cash equivalents	\$ 474.0	\$ 394.4
Restricted cash, non-current	9.8	5.8
Total cash, cash equivalents, and restricted cash	<u>\$ 483.8</u>	<u>\$ 400.2</u>

ZoomInfo Technologies Inc.
Consolidated Statements of Cash Flows
(in millions; unaudited) (continued)

	Three Months Ended March 31,			
	2023		2022	
Supplemental disclosures of cash flow information				
Interest paid in cash	\$	18.7	\$	19.5
Cash paid for taxes	\$	1.7	\$	1.3
Supplemental disclosures of non-cash investing and financing activities:				
Deferred variable consideration from acquisition of a business	\$	—	\$	1.1
Property and equipment included in accounts payable and accrued expenses and other current liabilities	\$	0.8	\$	1.3

ZoomInfo Technologies Inc.
Notes to Unaudited Consolidated Financial Statements (Unaudited)
(In millions, except share/unit data and per share/unit amounts, unless otherwise noted)

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Note 1 - Organization and Background

Business

ZoomInfo Technologies Inc., through its operating subsidiaries provides a go-to-market intelligence and engagement platform for sales and marketing teams. The Company's cloud-based platform provides workflow tools with integrated, accurate, and comprehensive information on organizations and professionals to help users identify target customers and decision makers, obtain continually updated predictive lead and company scoring, monitor buying signals and other attributes of target companies, craft messages, engage via automated sales tools, and track progress through the deal cycle. Unless otherwise indicated or the context otherwise requires, references to "we," "us," "our," "ZoomInfo," and the "Company" refer (1) prior to the consummation of the Reorganization Transactions, to ZoomInfo OpCo and its consolidated subsidiaries, (2) after the consummation of the Reorganization Transactions and prior to the consummation of the Holding Company Reorganization, to ZoomInfo Intermediate Inc. (formerly known as ZoomInfo Technologies Inc.) and its consolidated subsidiaries and (3) after the consummation of the Holding Company Reorganization, to ZoomInfo Technologies Inc. (formerly known as ZoomInfo NewCo Inc.) and its consolidated subsidiaries.

Organization

ZoomInfo Technologies Inc. was formed on November 14, 2019 with no operating assets or operations as a Delaware corporation for the purposes of facilitating an initial public offering ("IPO") and other related transactions in order to carry on the business of ZoomInfo Holdings LLC ("ZoomInfo OpCo") (formerly known as DiscoverOrg Holdings, LLC), a Delaware limited liability company. Following consummation of the Reorganization Transactions, ZoomInfo OpCo became a direct subsidiary of ZoomInfo Intermediate Holdings LLC ("ZoomInfo HoldCo"), a Delaware limited liability company and an indirect subsidiary of ZoomInfo Technologies Inc. Following the consummation of the Holding Company Reorganization, ZoomInfo OpCo became a direct subsidiary of ZoomInfo Technologies Inc. and ZoomInfo Intermediate Inc.

The Company headquarters are located in Vancouver, WA, and we have additional offices throughout the United States, and in Israel, Canada, the United Kingdom, and India.

Corporate Structure Simplification Transactions

In August 2021, the Company completed a series of reorganization transactions to simplify its corporate structure, including the distribution of shares of common stock of RCSI Acquisition Corp ("RCSI") from ZoomInfo Holdings LLC to ZoomInfo HoldCo, the merger of RCSI with and into ZoomInfo HoldCo with ZoomInfo HoldCo surviving, and the merger of ZoomInfo HoldCo with and into the Company with the Company surviving. Prior to the consummation of the HoldCo Merger, all holders of HoldCo Units (other than the Company) exchanged their HoldCo Units and paired shares of Class B common stock of the Company for shares of Class A common stock of the Company pursuant to the terms of the limited liability company agreement of HoldCo.

Note 1 - Organization and Background (continued)***Holding Company Reorganization***

In September 2021, the Board of Directors unanimously approved streamlining the Company's corporate structure and governance by eliminating the Company's umbrella partnership-C-corporation ("UP-C") and multi-class voting structure. In October 2021, the Company implemented this reorganization, pursuant to which (i) a subsidiary of ZoomInfo Technologies Inc. (formerly known as ZoomInfo NewCo Inc.) ("New ZoomInfo") merged with and into ZoomInfo Intermediate Inc. ("Old ZoomInfo"), formerly known as ZoomInfo Technologies Inc., which resulted in New ZoomInfo becoming the direct parent company of Old ZoomInfo, and (ii) immediately thereafter, another subsidiary of New ZoomInfo merged with and into ZoomInfo Holdings LLC ("ZoomInfo OpCo"), which resulted in ZoomInfo OpCo becoming a subsidiary of New ZoomInfo (the combined transaction described in (i) and (ii), the "Holding Company Reorganization"). As a result of the Holding Company Reorganization, New ZoomInfo became the successor issuer and reporting company to Old ZoomInfo pursuant to Rule 12g-3(a) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and replaced the Predecessor Registrant as the public company trading on the Nasdaq Global Select Market (the "Nasdaq") under the ticker symbol "ZI."

After the consummation of the Holding Company Reorganization, the only class of common stock of the New ZoomInfo remaining issued and outstanding was the Class A common stock and all shares of Class B common stock were cancelled, and all shares of Class C common stock were converted to Class A common stock. In May 2022, following approval by the Company's stockholders, the Company further amended and restated its Amended and Restated Certification of Incorporation to eliminate the multiple classes of common stock and to rename the Company's Class A common stock as "Common Stock." All references within this document to Class A common stock for periods subsequent to May 23, 2022, and, where the context requires, references within this document to Class A common stock for periods prior to May 23, 2022, have been updated for the renaming.

Note 2 - Basis of Presentation and Summary of Significant Accounting Policies***Basis of Presentation***

The accompanying unaudited consolidated financial statements have been prepared pursuant to the rules and regulations of the Securities and Exchange Commission (the "SEC") pertaining to interim financial information. Certain information in footnote disclosures normally included in financial statements prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") has been condensed or omitted pursuant to those rules and regulations. The financial statements included in this report should be read in conjunction with the Company's audited financial statements for the year ended December 31, 2022.

The results of operations for the three months ended March 31, 2023 are not necessarily indicative of the operating results that may be expected for the full fiscal year ending December 31, 2023 or any future period.

The accompanying unaudited consolidated financial statements contain all adjustments necessary for a fair statement of financial position as of March 31, 2023, and results of operations for the three months ended March 31, 2023 and 2022, and cash flows for the three months ended March 31, 2023 and 2022. Accordingly, certain footnote disclosures normally included in annual financial statements prepared in accordance with U.S. GAAP have been condensed or omitted.

Effective May 23, 2022, the Company's Class A common stock was renamed as "Common Stock." All references within this document to Class A common stock for periods subsequent to May 23, 2022, and, where the context requires, references within this document to Class A common stock for periods prior to May 23, 2022, have been updated for the renaming.

Note 2 - Basis of Presentation and Summary of Significant Accounting Policies (continued)

Use of Estimates

The preparation of consolidated financial statements in conformity with U.S. GAAP requires us to make certain estimates, judgments, and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the date of the consolidated financial statements, as well as the reported amounts of revenue and expenses during the reporting period. We base these estimates on historical and anticipated results, trends, and other assumptions with respect to future events that we believe are reasonable and evaluate our estimates on an ongoing basis. Given that estimates and judgments are required, actual results may differ from our estimates and such differences could be material to our consolidated financial position and results of operations.

Principles of Consolidation

The consolidated financial statements include the accounts of ZoomInfo Technologies Inc. and its subsidiaries. All significant intercompany transactions and balances have been eliminated in consolidation.

Revenue Recognition

The Company derives revenue primarily from subscription services. Our subscription services consist of our SaaS applications and related access to our platform. Subscription contracts are generally based on the number of users that access our applications, the level of functionality that they can access, and the amount of data that a customer integrates with their systems. Our subscription contracts typically have a term of one to three years and are non-cancelable. We typically bill for services annually, semi-annually, or quarterly in advance of delivery.

The Company accounts for revenue contracts with customers through the following steps:

- (1) identify the contract with a customer;
- (2) identify the performance obligations in the contract;
- (3) determine the transaction price;
- (4) allocate the transaction price; and
- (5) recognize revenue when or as the Company satisfies a performance obligation.

We recognize revenue for subscription contracts on a ratable basis over the contract term based on the number of calendar days in each period, beginning on the date that our service is made available to the customer. Unearned revenue results from revenue amounts billed to customers in advance or cash received from customers in advance of the satisfaction of performance obligations. Determining the transaction price often involves judgment and making estimates that can have a significant impact on the timing and amount of revenue reported. At times, the Company may adjust billing under a contract based on the addition of services or other circumstances, which are accounted for as variable consideration. The Company estimates these amounts based on historical experience and adjusts revenue recognized.

Note 2 - Basis of Presentation and Summary of Significant Accounting Policies (continued)***Cash, Cash Equivalents, and Short-term Investments***

Cash equivalents consist of highly liquid marketable debt securities with remaining maturities of three months or less at the date of purchase. We classify our investments in marketable securities as “available-for-sale.” We carry these investments at fair value, based on quoted market prices or other readily available market information. Unrealized gains and losses, net of taxes, are included in accumulated other comprehensive income, which is reflected as a separate component of stockholders’ equity on our Consolidated Balance Sheets. Gains and losses are determined using the specific identification method and recognized when realized on our Consolidated Statements of Operations. If we were to determine that an other-than-temporary decline in fair value has occurred, the amount of the decline related to a credit loss will be recognized in income.

Fair Value Measurements

The Company measures assets and liabilities at fair value based on an expected exit price, which represents the amount that would be received on the sale of an asset or paid to transfer a liability in an orderly transaction between market participants. As such, fair value may be based on assumptions that market participants would use in pricing an asset or liability. The authoritative guidance on fair value measurements establishes a consistent framework for measuring fair value on either a recurring or nonrecurring basis whereby inputs, used in valuation techniques, are assigned a hierarchical level. The following are the hierarchical levels of inputs to measure fair value:

Level 1 - Observable inputs that reflect unadjusted quoted prices in active markets for identical assets or liabilities

Level 2 - Other inputs that are directly or indirectly observable in the marketplace

Level 3 - Unobservable inputs that are supported by little or no market activity, including the Company’s own assumptions in determining fair value

The inputs or methodology used for valuing financial assets and liabilities are not necessarily an indication of the risk associated with investing in them.

Concentrations of Credit Risk and Significant Customers

Financial instruments that potentially subject us to concentrations of credit risk consist principally of cash and cash equivalents, short-term investments, and accounts receivable. The Company holds cash at major financial institutions that often exceed Federal Deposit Insurance Corporation (“FDIC”) insured limits. The Company manages its credit risk associated with cash concentrations by concentrating its cash deposits in high-quality financial institutions and by periodically evaluating the credit quality of the primary financial institutions holding such deposits. The carrying value of cash approximates fair value. Our investment portfolio is comprised of highly rated securities with a weighted-average maturity of less than 12 months in accordance with our investment policy which seeks to preserve principal and maintain a high degree of liquidity. Historically, the Company has not experienced any losses due to such cash concentrations. The Company does not have any off-balance-sheet credit exposure related to its customers. Concentrations of credit risk with respect to accounts receivable and revenue are limited due to a large, diverse customer base. We do not require collateral from clients. We maintain an allowance for credit losses based upon the expected collectability of accounts receivable. The Company performs ongoing credit evaluations of its customers and maintains allowances for possible losses, which, when realized, have been within the range of management’s expectations. No single customer accounted for 10% or more of our revenue for the three months ended March 31, 2023 and 2022, or accounted for more than 10% of accounts receivable as of March 31, 2023 and December 31, 2022. Long-lived assets located outside of the United States were immaterial as of March 31, 2023 and December 31, 2022.

Note 2 - Basis of Presentation and Summary of Significant Accounting Policies (continued)***Accounts Receivable and Contract Assets***

Accounts receivable is comprised of invoices of revenue, net of allowance for credit losses, and does not bear interest. We consider receivables past due based on the contractual payment terms. Management's evaluation of the adequacy of the allowance for credit losses considers historical collection experience, changes in customer payment profiles, the aging of receivable balances, as well as current economic conditions, all of which may impact a customer's ability to pay. Account balances are written-off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. The Company does not have significant bad debt experience with customers, and therefore, the allowance for credit losses is immaterial as of March 31, 2023 and December 31, 2022.

The assessment of variable consideration to be constrained is based on estimates, and actual consideration may vary from current estimates. As adjustments to these estimates become necessary, they are reported in earnings in the periods in which they become known. Changes in variable consideration are recorded as a component of net revenue.

Contract assets represent a contractual right to consideration in the future. Contract assets are generated when contractual billing schedules differ from revenue recognition timing.

Property and Equipment, Net

Property and equipment is stated at cost, net of accumulated depreciation and amortization. All repairs and maintenance costs are expensed as incurred. Depreciation and amortization costs are expensed on a straight-line basis over the lesser of the estimated useful life of the asset or the remainder of the lease term for leasehold improvements. Qualifying internal use software costs incurred during the application development stage, which consist primarily of internal product development costs, outside services, and purchased software license costs, are capitalized and amortized over the estimated useful life of the asset. Estimated useful lives range from three years to ten years.

Deferred Commissions

Certain sales commissions earned by our sales force are considered incremental and recoverable costs of obtaining a contract with a customer. These sales commissions for initial contracts are capitalized and included in *Deferred costs and other assets, net of current portion* on our Consolidated Balance Sheets. Deferred sales commissions are amortized on a straight-line basis over the estimated period of benefit from the customer relationship which we have determined to be one and three years for renewals and new clients, respectively. We determined the period of benefit by taking into consideration our customer contracts, our technology, and other factors. Amortization expense is included in *Sales and marketing* expense on our Consolidated Statements of Operations.

Commissions payable at March 31, 2023 were \$31.1 million, of which the current portion of \$27.3 million was included in *Accrued expenses and other current liabilities* on our Consolidated Balance Sheets, and the long-term portion of \$3.8 million was included in *Other long-term liabilities* on our Consolidated Balance Sheets. Commissions payable at December 31, 2022 were \$36.2 million, of which the current portion of \$32.1 million was included in *Accrued expenses and other current liabilities* on our Consolidated Balance Sheets, and the long-term portion of \$4.1 million was included in *Other long-term liabilities* on our Consolidated Balance Sheets.

Certain commissions are not capitalized as they do not represent incremental costs of obtaining a contract. Such commissions are expensed as incurred.

Advertising and Promotional Expenses

The Company expenses advertising costs as incurred. Advertising expenses of \$8.5 million and \$7.5 million were recorded for the three months ended March 31, 2023 and 2022 respectively. Advertising expenses are included in *Sales and marketing* on our Consolidated Statements of Operations.

Note 2 - Basis of Presentation and Summary of Significant Accounting Policies (continued)***Research and Development***

Research and development expenses consist primarily of compensation expense for our employees, including employee benefits, certain IT program expenses, facilities and related overhead costs. We continue to focus our research and development efforts on developing new products, adding new features and services, integrating acquired technologies, and increasing functionality. Expenditures for software developed or obtained for internal use are capitalized and amortized over a four-year period on a straight-line basis.

Restructuring and Transaction-Related Expenses

The Company defines restructuring and transaction-related expenses as costs directly associated with restructuring, acquisition, or disposal activities. Such costs include employee severance and termination benefits, contract termination fees and penalties, and other exit or disposal costs. In general, the Company records involuntary employee-related exit and disposal costs when there is a substantive plan for employee severance and related costs that are probable and estimable. For one-time termination benefits for key members of management (i.e., no substantive plan) expense is recorded when the employees are entitled to receive such benefits and the amount can be reasonably estimated. Transaction related bonuses and related employee retention costs are recognized over the relevant service period. Contract termination fees and penalties and other exit and disposal costs are generally recorded when incurred.

Business Combinations

We allocate purchase consideration to the tangible assets acquired, liabilities assumed and intangible assets acquired based on their estimated fair values. The purchase price is determined based on the fair value of the assets transferred, liabilities assumed and equity interests issued, after considering any transactions that are separate from the business combination. The fair value of equity issued as part of a business combination is determined based on grant date stock price of the Company. The excess of fair value of purchase consideration over the fair values of the identifiable assets and liabilities is recorded as goodwill. Such valuations require management to make significant estimates and assumptions, especially with respect to intangible assets and contingent liabilities. Significant estimates in valuing certain intangible assets include, but are not limited to, future expected cash flows from acquired customer bases, acquired technology and acquired trade names, useful lives, royalty rates, and discount rates.

The estimates are inherently uncertain and subject to revision as additional information is obtained during the measurement period for an acquisition, which may last up to one year from the acquisition date. During the measurement period, we may record adjustments to the fair value of tangible and intangible assets acquired and liabilities assumed, with a corresponding offset to goodwill. After the conclusion of the measurement period or the final determination of the fair value of assets acquired or liabilities assumed, whichever comes first, any subsequent adjustments are recorded to earnings.

In addition, uncertain tax positions and tax-related valuation allowances assumed in connection with a business combination are initially estimated as of the acquisition date. We reevaluate these items based upon the facts and circumstances that existed as of the acquisition date, with any revisions to our preliminary estimates being recorded to goodwill, provided that the timing is within the measurement period. Subsequent to the measurement period, changes to uncertain tax positions and tax-related valuation allowances will be recorded to earnings.

Goodwill and Acquired Intangible Assets

Goodwill is calculated as the excess of the purchase consideration paid in a business combination over the fair value of the assets acquired less liabilities assumed. Goodwill is not amortized and is tested for impairment at least annually during the fourth quarter of our fiscal year or when events and circumstances indicate that fair value of a reporting unit may be below its carrying value. The company has one reporting unit.

Note 2 - Basis of Presentation and Summary of Significant Accounting Policies (continued)

We first assess qualitative factors to evaluate whether it is more likely than not that the fair value of a reporting unit is less than the carrying amount or elect to bypass such assessment. If it is determined that it is more likely than not that the fair value of the reporting unit is less than its carrying value, or we elect to bypass the qualitative assessment, we perform a quantitative test by determining the fair value of the reporting unit. If the carrying value of the reporting unit exceeds the fair value, then an impairment loss is recognized for the difference.

Acquired technology, customer lists, trade names or brand portfolios, and other intangible assets are related to previous acquisitions (refer to Note 7 - Goodwill and Acquired Intangible Assets). Acquired intangible assets are amortized on a straight-line basis over the estimated period over which we expect to realize economic value related to the intangible asset. The amortization periods range from 2 years to 15 years. Any costs incurred to renew or extend the life of an intangible or long-lived asset are reviewed for capitalization.

Indefinite-lived intangible assets consist primarily of brand portfolios acquired from Pre-Acquisition ZI and represent costs paid to legally register phrases and graphic designs that identify and distinguish products sold by the Company. Brand portfolios are not amortized, rather potential impairment is considered on an annual basis in the fourth quarter, or more frequently upon the occurrence of a triggering event, when circumstances indicate that the book value of trademarks are greater than their fair value. The Company first assesses qualitative factors to determine whether it is more likely than not that the fair value of the indefinite-lived intangible asset is less than the carrying value as a basis to determine whether further impairment testing is necessary. No impairment charges relating to acquired goodwill or indefinite lived intangible assets were recorded for the three month periods ended March 31, 2023 and 2022.

Impairment of Long-lived Assets

Long-lived assets, such as property and equipment and acquired intangible assets, are reviewed for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to the undiscounted future cash flows expected to be generated by the asset or group of assets. If the carrying amount of the asset exceeds the estimated future cash flows, an impairment charge is recognized in the amount by which the carrying amount of the asset exceeds the estimated future cash flows of the asset. No impairment charges were recorded for the three month periods ended March 31, 2023 and 2022.

Leases

We determine if an arrangement is or contains a lease at contract inception. For these arrangements, primarily those related to our data center arrangements, there is judgment in evaluating if the arrangement involves an identified asset that is physically distinct or whether we have the right to substantially all of the capacity of an identified asset that is not physically distinct. In arrangements that involve an identified asset, there is also judgment in evaluating if we have the right to direct the use of that asset.

We do not have any finance leases. Operating leases are recorded on our Consolidated Balance Sheets. Right-of-use assets and lease liabilities are measured at the lease commencement date based on the present value of the fixed minimum remaining lease payments over the lease term, determined using the discount rate for the lease at the commencement date. Because the rates implicit in our leases are not readily determinable, we use our incremental borrowing rate as the discount rate for each respective lease, which approximates the interest rate at which we could borrow on a collateralized basis with similar terms and payments and in similar economic environments. Some leases include options to extend or options to terminate the lease prior to the stated lease expiration. Optional periods to extend a lease, including by not exercising a termination option, are included in the lease term when it is reasonably certain that the option will be exercised (or not exercised in the case of termination options). Operating lease expense is recognized on a straight-line basis over the lease term. We account for lease and non-lease components, principally common area maintenance and related taxes for our facilities leases, as a single lease component. Short term leases, defined as leases having an original lease term less than or equal to one year, are excluded from our right-of-use assets and liabilities.

Note 2 - Basis of Presentation and Summary of Significant Accounting Policies (continued)**Unearned Revenue**

Unearned revenue consists of customer payments and billings in advance of revenue being recognized from our subscription services. Unearned revenue that is anticipated to be recognized within the next 12 months is recorded as *Unearned revenue, current portion* and the remaining portion is included in *Unearned revenue, net of current portion* on our Consolidated Balance Sheets.

Debt Issuance Costs

Costs incurred in connection with the issuance of long-term debt are deferred and amortized as interest expense over the terms of the related debt using the effective interest method for term debt and on a straight-line basis for revolving debt. Debt issuance costs are generally presented on our Consolidated Balance Sheets as a direct deduction from the carrying amount of the outstanding borrowings, consistent with debt discounts. However, the Company classifies the debt issuance costs related to its first lien revolving credit facility within *Deferred costs and other assets, net of current portion* on our Consolidated Balance Sheets regardless of whether the Company has any outstanding borrowings on our first lien revolving credit facility. Upon a refinancing or amendment, the Company evaluates the modified debt instrument in accordance with ASC 470-50-40-10. When the present value of the cash flows under the modified debt instrument has changed by greater than 10 percent from the present value of the remaining cash flows under the terms of the original debt instrument, the Company accounts for the amendment as a debt extinguishment and all previously-capitalized debt issuance costs are expensed and included in *Loss on debt modification and extinguishment*. If the change in the present value of cash flows is less than 10 percent, any previously-capitalized debt issuance costs are amortized as interest expense over the term of the new debt instrument. The Company performs assessments of debt modifications at a lender-specific level for all syndicated financing arrangements.

Tax Receivable Agreements

In connection with our IPO, we entered into two Tax Receivable Agreements ("TRAs") with certain non-controlling interest owners (the "TRA Holders"). The TRAs generally provide for payment by the Company to the TRA Holders of 85% of the net cash savings, if any, in U.S. federal, state and local income tax or franchise tax that the Company actually realizes or is deemed to realize in certain circumstances. The Company will retain the benefit of the remaining 15% of these net cash savings.

Amounts payable under the TRA are accrued by a charge to income when it is probable that a liability has been incurred and the amount is estimable. TRA related liabilities are classified as current or noncurrent based on the expected date of payment and are included on our Consolidated Balance Sheets under the captions *Current portion of tax receivable agreements liability* and *Tax receivable agreements liability, net of current portion*, respectively. Subsequent changes to the measurement of the TRA liability are recognized on our Consolidated Statements of Operations as a component of *Other (income) expense, net*. Refer to Note 15 - Tax Receivable Agreements for further details on the TRA liability.

Income Taxes

The Company recognizes deferred tax assets and liabilities based on temporary differences between the financial statement and tax basis of assets and liabilities. Deferred tax assets and liabilities are measured using enacted tax rates in effect for the year in which the differences are expected to reverse. The effect on deferred tax assets and liabilities of a change in tax law is recognized in the condensed consolidated statement of operations in the period that includes the enactment date.

The need for valuation allowances is regularly evaluated for deferred tax assets for which future realization is uncertain. In assessing the realizability of deferred tax assets, we consider both positive and negative evidence, including scheduled reversals of deferred tax assets and liabilities, projected future taxable income, tax planning strategies and results of recent operations. If, based on the weight of available evidence, it is more likely than not that the deferred tax assets will not be realized, a valuation allowance is recorded.

Note 2 - Basis of Presentation and Summary of Significant Accounting Policies (continued)

The Company recognizes the tax benefit of an uncertain tax position only if it is more likely than not that the position is sustainable upon examination by the taxing authority, solely based on its technical merits. The tax benefit recognized is measured as the largest amount of benefit which is greater than 50 percent likely to be realized upon settlement with the taxing authority. The Company recognizes interest accrued and penalties related to unrecognized tax benefits within the provision for (benefit from) income taxes.

Equity-Based Compensation Expense

The Company periodically grants incentive awards to employees and non-employees, which generally vest over periods up to four years. Incentive awards may be in the form of various equity-based awards such as Restricted Stock and Restricted Stock Units, and Common Stock Options. Historically, the Company also granted awards in one of the Company's legacy subsidiary partnerships and such awards were typically in the form of profits interests. Profits interests are an interest in the increase in the value of the entity over a participation threshold. Prior to the IPO, the participation threshold was based on the valuation determined by the Board of Managers of OpCo Units on or around the grant date. Subsequent to the IPO, the participation threshold was determined by reference to the closing price of our Class A common stock from the preceding trading day. The holders of profits interests had the right to participate in distributions of profits only in excess of the participation threshold. Previously awarded profits interests were converted into Restricted Stock awards in connection with the Holding Company Reorganization (refer to Note 1 - Organization and Background).

Compensation expense for incentive awards is measured at the estimated fair value of the incentive units and is included as compensation expense over the vesting period during which an employee provides service in exchange for the award. Compensation expense for performance-based Restricted Stock Units is measured at the estimated fair value of the units and is recognized using the accelerated attribution method over the service period when it is probable that the performance condition will be satisfied.

The Company uses a Black-Scholes option pricing model to determine the fair value of stock options and profits interests, as profits interests have certain economic similarities to options. The Black-Scholes option pricing model includes various assumptions, including the expected term of incentive units, the expected volatility and the expected risk-free interest rate. These assumptions reflect the Company's best estimates, but they involve inherent uncertainties based on market conditions generally outside the control of the Company. As a result, if other assumptions are used, compensation cost could be materially impacted.

Compensation expense related to the Company's Employee Stock Purchase Plan is measured at the estimated fair value using the Black-Scholes option pricing model using the estimated number of awards as of the beginning of the offering period.

The Company measures employee, non-employee, and board of director equity-based compensation on the grant date fair value basis. Equity-based compensation expense is recognized over the requisite service period of the awards. For equity awards that have a performance condition, the Company recognizes compensation expense based on its assessment of the probability that the performance condition will be achieved. The Company has elected to account for forfeitures as they occur.

The Company classifies equity-based compensation expense on our Consolidated Statements of Operations in the same manner in which the award recipient's salary and related costs are classified or in which the award recipient's service payments are classified.

Note 2 - Basis of Presentation and Summary of Significant Accounting Policies (continued)**Share Repurchase Program**

In March 2023, the Board of Directors authorized a program to repurchase up to \$100.0 million of the Company’s Common Stock (the “Share Repurchase Program”). Under the Share Repurchase Program, shares of Common Stock may be repurchased from time to time through open market transactions in compliance with applicable securities laws. The timing, manner, price and amount of any repurchases, as well as the capital resources to fund the repurchases, are determined by the Company at its discretion and depend on a variety of factors, including legal requirements, price and economic and market conditions.

During the three months ended March 31, 2023, the Company repurchased and subsequently retired 1,058,291 shares of Common Stock at an average price of \$22.99, for an aggregate \$24.3 million. As of March 31, 2023, \$75.7 million remained available and authorized for repurchases under the Share Repurchase Program.

Note 3 - Revenue from Contracts with Customers

Revenue comprised the following service offerings:

<i>(in millions)</i>	Three Months Ended March 31,	
	2023	2022
Subscription	\$ 297.4	\$ 239.7
Usage-based	2.4	2.0
Other	0.9	—
Total revenue	<u>\$ 300.7</u>	<u>\$ 241.7</u>

Go-To-Market business intelligence tools are subscription services that allow customers access to our SaaS tools to support sales and marketing processes, which include data, analytics, and insights to provide accurate and comprehensive intelligence on organizations and professionals. Our customers use our platform to identify target customers and decision makers, obtain continually updated predictive lead and company scoring, monitor buying signals and other attributes of target companies, craft messages, engage via automated sales tools, and track progress through the deal cycle.

Usage-based revenue is comprised largely of email verification and facilitation of online advertisements, which are charged to our customers on a per unit basis based on their usage. We regularly observe that customers integrate our usage-based services into their internal workflows and use our services on an ongoing basis. We recognize usage-based revenue at the point in time the services are consumed by the customer, thereby satisfying our performance obligation.

Other revenue is comprised largely of implementation and professional services fees. We recognize other revenue as services are delivered.

Of the total revenue recognized in the three months ended March 31, 2023 and 2022, \$213.3 million and \$172.6 million were included in the unearned revenue balance as of December 31, 2022 and 2021, respectively. Revenue recognized from performance obligations satisfied (or partially satisfied) in previous periods was not material.

Revenues derived from customers and partners located outside the United States, as determined based on the address provided by our customers and partners, accounted for approximately 13% and 12% of our total revenues for the three months ended March 31, 2023 and 2022, respectively. Contracts denominated in currencies other than U.S. Dollar were not material for the three months ended March 31, 2023 and 2022.

Contract Assets and Unearned Revenue

The Company’s standard billing terms typically require payment at the beginning of each annual, semi-annual, or quarterly period. Subscription revenue is generally recognized ratably over the contract term starting with when our service is made available to the customer. Usage-based revenue is recognized in the period services are utilized

Note 3 - Revenue from Contracts with Customers (continued)

by our customers. The amount of revenue recognized reflects the consideration the Company expects to be entitled to receive in exchange for these services.

The Company records a contract asset when revenue recognized on a contract exceeds the billings to date for that contract. Unearned revenue results from cash received or amounts billed to customers in advance of revenue recognized upon the satisfaction of performance obligations. The unearned revenue balance is influenced by several factors, including seasonality, the compounding effects of renewals, invoice duration, invoice timing, dollar size, and new business timing within the quarter. The unearned revenue balance does not represent the total contract value of annual or multi-year, non-cancelable subscription agreements.

As of March 31, 2023 and December 31, 2022, the Company had contract assets of \$5.6 million and \$5.7 million, respectively, which are recorded as current assets within *Prepaid expenses and other current assets* on our Consolidated Balance Sheets. As of March 31, 2023 and December 31, 2022, the Company had unearned revenue of \$451.4 million and \$419.9 million, respectively.

ASC 606 requires the allocation of the transaction price to the remaining performance obligations of a contract. Transaction price allocated to remaining performance obligations represents contracted revenue that has not yet been recognized, which includes unearned revenue and unbilled amounts that will be recognized as revenue in future periods. Transaction price allocated to remaining performance obligations is influenced by several factors, including seasonality, the timing of renewals, and disparate contract terms. Revenue allocated to remaining performance obligations represents contracted revenue that has not yet been recognized, which includes unearned revenue and backlog. The Company's backlog represents installment billings for periods beyond the current billing cycle. The majority of the Company's noncurrent remaining performance obligations will be recognized in the next 13 to 36 months.

The remaining performance obligations consisted of the following:

<i>(in millions)</i>	Recognized within one year	Noncurrent	Total
As of March 31, 2023	\$ 839.2	\$ 253.3	\$ 1,092.5

Note 4 - Business Combinations**2022 Acquisitions**

In April 2022, the Company acquired all the outstanding equity interests of Comparably, Inc. ("Comparably") and acquired substantially all the assets and certain specified liabilities of Dogpatch Advisors, LLC ("Dogpatch") (collectively, the "2022 Acquired Companies") for a total purchase consideration of \$150.6 million in cash and \$10.0 million in convertible notes receivable. As part of the acquisitions, the Company issued 448,740 restricted stock units at a total grant date fair value of \$26.8 million and could be required to issue additional equity awards up to a maximum value of \$3.7 million based on the attainment of certain revenue thresholds and the continued employment of acquired employees. The acquisition of Comparably provides ZoomInfo with unique proprietary data to further build TalentOS into a best-in-class talent platform by enriching recruiter search options and providing recruiters with access to millions of quality candidates and employer brand solutions. We acquired Dogpatch Advisors to launch ZoomInfo Labs, a new go-to-market thought leadership team, driving go-to-market data analysis, product enhancements and strategy for our enterprise customers. Dogpatch is a go-to-market consultancy with expertise in scaling revenue teams and building modern sales and marketing systems. The purchase accounting for the 2022 Acquired Companies transactions has been finalized.

The Company has included the financial results of the 2022 Acquired Companies in the consolidated financial statements from each date of acquisition. Due to the integration of the 2022 Acquired Companies into the operations of ZoomInfo, the Company cannot practicably determine the contribution of the 2022 Acquired Companies to consolidated net earnings. Transaction costs associated with each acquisition were not material.

Note 4 - Business Combinations (continued)

The acquisition date fair value of the total consideration transferred was comprised of the following (in millions):

	Preliminary Fair Value at Acquisition Date	Measurement Period Adjustments	Adjusted Fair Value at Acquisition Date
Cash	\$ 150.5	\$ 0.1	\$ 150.6
Conversion of Note Receivable	10.0	—	10.0
Total purchase consideration	\$ 160.5	\$ 0.1	\$ 160.6

The following table summarizes the aggregate fair values of the assets acquired and liabilities assumed, as of the dates of the acquisition for the 2022 Acquired Companies (in millions):

	Preliminary Fair Value at Acquisition Date	Measurement Period Adjustments	Adjusted Fair Value at Acquisition Date
Cash and cash equivalents	\$ 14.8	\$ —	\$ 14.8
Accounts receivable	2.3	—	2.3
Prepaid expenses and other assets	0.3	0.7	1.0
Intangible assets	34.8	—	34.8
Accounts payable and other liabilities	(0.9)	(0.4)	(1.3)
Unearned revenue	(6.8)	—	(6.8)
Deferred tax liabilities	(6.5)	2.9	(3.6)
Total identifiable net assets acquired	38.0	3.2	41.2
Goodwill	122.5	(3.1)	119.4
Total consideration	160.5	0.1	160.6
Cash acquired	(14.8)	—	(14.8)
Cash paid for acquisitions, net of cash acquired	\$ 145.7	\$ 0.1	\$ 145.8
Cash paid (refunds received) for 2021 acquisitions in 2022 (see "2021 Acquisitions")			(2.1)
Total cash paid for acquisitions in 2022			\$ 143.7

The excess of purchase consideration over the fair value of net tangible and intangible assets acquired was recorded as goodwill. The fair values assigned to tangible and identifiable intangible assets acquired and liabilities assumed are based on management's estimates and assumptions. The fair values of assets acquired and liabilities assumed in the Comparably acquisition may be subject to change as additional information is received regarding working capital balances at the acquisition date, and the values of the identifiable intangible assets.

Note 4 - Business Combinations (continued)

The following table sets forth the components of identifiable intangible assets acquired and the estimated useful lives as of the dates of acquisition (in millions):

	Preliminary Fair Value at Acquisition Date	Measurement Period Adjustments	Adjusted Fair Value at Acquisition Date	Weighted Average Useful Life
Existing Technology	\$ 27.6	\$ —	\$ 27.6	5.8 years
Customer Relationships	3.4	—	3.4	9.0 years
Trade name / Trademarks	3.8	—	3.8	8.0 years
Total intangible assets	<u>\$ 34.8</u>	<u>\$ —</u>	<u>\$ 34.8</u>	

Developed technology represents the fair value of the technology portfolios acquired. The goodwill is primarily attributed to the expanded market opportunities when integrating technology with the Company's technology and the assembled workforce. All goodwill acquired in the twelve months ended December 31, 2022 is expected to be deductible for U.S. income tax purposes.

Pro forma information related to the acquisitions has not been presented as the impact was not material to the Company's financial results.

Note 5 - Cash, Cash Equivalents, and Short-term Investments

Cash, cash equivalents, and short-term investments consisted of the following as of March 31, 2023:

(in millions)	Amortized Cost	Unrealized Gains	Unrealized Losses	Estimated Fair Value
Current Assets:				
Cash	\$ 137.2	\$ —	\$ —	\$ 137.2
Cash equivalents				
Corporate debt securities	167.3	—	—	167.3
Money market mutual funds	169.5	—	—	169.5
Total cash equivalents	336.8	—	—	336.8
Total cash and cash equivalents	474.0	—	—	474.0
Short-term investments:				
Corporate debt securities	101.9	—	(0.1)	101.8
Securities guaranteed by U.S. government	27.7	—	—	27.7
Other governmental securities	12.3	—	—	12.3
Total short-term investments	141.9	—	(0.1)	141.8
Total cash, cash equivalents, and short-term investments	<u>\$ 615.9</u>	<u>\$ —</u>	<u>\$ (0.1)</u>	<u>\$ 615.8</u>

Note 5 - Cash, Cash Equivalents, and Short-term Investments (continued)

Cash, cash equivalents, and short-term investments consisted of the following as of December 31, 2022:

<i>(in millions)</i>	Amortized Cost	Unrealized Gains	Unrealized Losses	Estimated Fair Value
Current Assets:				
Cash	\$ 235.6	\$ —	\$ —	\$ 235.6
Cash equivalents				
Corporate debt securities	159.9	—	(0.1)	159.8
Money market mutual funds	18.6	—	—	18.6
Securities guaranteed by U.S. government	4.0	—	—	4.0
Total cash equivalents	182.5	—	(0.1)	182.4
Total cash and cash equivalents	418.1	—	(0.1)	418.0
Short-term investments:				
Corporate debt securities	91.8	—	(0.1)	91.7
Securities guaranteed by U.S. government	25.0	—	—	25.0
Other government securities	11.0	—	—	11.0
Total short-term investments	127.8	—	(0.1)	127.7
Total cash, cash equivalents, and short-term investments	\$ 545.9	\$ —	\$ (0.2)	\$ 545.7

Refer to Note 10 - Fair Value for further information regarding the fair value of our financial instruments.

Gross unrealized losses on our available-for sale securities were immaterial at March 31, 2023 and December 31, 2022.

The following table summarizes the cost and estimated fair value of the securities classified as short-term investments based on stated effective maturities as of March 31, 2023 and December 31, 2022:

<i>(in millions)</i>	March 31, 2023		December 31, 2022	
	Amortized Cost	Estimated Fair Value	Amortized Cost	Estimated Fair Value
Due within one year	\$ 141.9	\$ 141.8	\$ 127.8	\$ 127.7
Total	\$ 141.9	\$ 141.8	\$ 127.8	\$ 127.7

Note 6 - Property and Equipment

The Company's fixed assets consist of the following (in millions):

	March 31, 2023	December 31, 2022
Computer equipment	\$ 13.4	\$ 13.3
Furniture and fixtures	3.8	3.8
Leasehold improvements	10.4	9.9
Internal use developed software	65.8	63.1
Construction in progress	6.4	4.0
Property and equipment, gross	99.8	94.1
Less: accumulated depreciation	(46.4)	(42.0)
Property and equipment, net	\$ 53.4	\$ 52.1

Note 6 - Property and Equipment (continued)

Depreciation expense was \$4.8 million and \$3.5 million for the three months ended March 31, 2023 and 2022, respectively.

Note 7 - Goodwill and Acquired Intangible Assets

Intangible assets consisted of the following as of March 31, 2023:

<i>(in millions)</i>	Gross Carrying Amount	Accumulated Amortization	Net	Weighted Average Amortization Period in Years
Intangible assets subject to amortization:				
Customer relationships	\$ 287.6	\$ (97.2)	\$ 190.4	14.5
Acquired technology	330.8	(179.8)	151.0	6.4
Brand portfolio	11.5	(6.3)	5.2	7.8
Net intangible assets subject to amortization	<u>\$ 629.9</u>	<u>\$ (283.3)</u>	<u>\$ 346.6</u>	
Intangible assets not subject to amortization				
Pre-Acquisition ZI brand portfolio	\$ 33.0	\$ —	\$ 33.0	
Goodwill	\$ 1,692.7	\$ —	\$ 1,692.7	

Amortization expense was \$16.1 million and \$16.5 million for the three months ended March 31, 2023 and 2022, respectively.

Goodwill was \$1,692.7 million as of March 31, 2023. There have been no changes to goodwill amounts since December 31, 2022.

Based on the results of the Company's impairment assessment, the Company did not recognize any impairment of goodwill during the three months ended March 31, 2023 or March 31, 2022.

Note 8 - Financing Arrangements

As of March 31, 2023 and December 31, 2022, the carrying values of the Company's borrowings were as follows (in millions):

Instrument	Date of Issuance	Maturity Date	Elected Interest Rate	Carrying Value as of	
				March 31, 2023	December 31, 2022
First Lien Term Loan	February 1, 2019	February 28, 2030	SOFR + 2.85%	\$ 594.4	\$ 595.5
First Lien Revolver	February 1, 2019	February 28, 2028	SOFR + 2.10%	—	—
Senior Notes	February 2, 2021	February 1, 2029	3.875%	640.6	640.2
Total Carrying Value of Debt				\$ 1,235.0	\$ 1,235.7
Less current portion				(6.0)	—
Total Long Term Debt				<u>\$ 1,229.0</u>	<u>\$ 1,235.7</u>

Note 8 - Financing Arrangements (continued)***First Lien Credit Agreement***

Performance of obligations under the First Lien Credit Agreement is secured by substantially all the productive assets of the Company. The First Lien Credit Agreement contains a number of covenants that restrict, subject to certain exceptions, the Company's ability to, among other things:

- incur additional indebtedness;
- create or incur liens;
- engage in certain fundamental changes, including mergers or consolidations;
- sell or transfer assets;
- pay dividends and distributions on our subsidiaries' capital stock;
- make acquisitions, investments, loans or advances;
- engage in certain transactions with affiliates; and
- enter into negative pledge clauses and clauses restricting subsidiary distributions.

If the Company draws more than \$87.5 million of the revolving credit loan, the revolving credit loan is subject to a springing financial covenant pursuant to which the consolidated first lien net leverage ratio must not exceed 5.00 to 1.00. The credit agreements also contain certain customary affirmative covenants and events of default, including a change of control. If an event of default occurs, the lenders under the credit agreements will be entitled to take various actions, including the acceleration of amounts due under the credit agreements and all actions permitted to be taken by a secured creditor.

On December 30, 2022, the Company amended the First Lien Credit Agreement by converting the interest rate for both the first lien term loan and the first lien revolving credit facility from LIBOR plus the applicable spread to SOFR plus a credit spread adjustment of 0.1% and the applicable spread. No other terms, including the amount of borrowing or the maturity date, were changed as a result of this amendment.

First Lien Term Loan

In February 2023, we entered into an amendment to our existing First Lien Credit Agreement (the "Fifth Amendment"), pursuant to which the Company completed a repricing of its First Lien Term Loan Facility, which provided for an extension of the maturity date to February 28, 2030. The first lien term debt has a variable interest rate whereby the Company can elect to use a Base Rate or SOFR plus an applicable rate. Pursuant to the Fifth Amendment, the applicable rate decreased for Base Rate loans from 2.00% to 1.75% and from 3.10% to 2.85% for SOFR based loans. The Company recognized an immaterial loss in connection with the repricing in the three months ended March 31, 2023 within *Loss on debt modification and extinguishment* on the Consolidated Statements of Operations. Under the terms of the Fifth Amendment, the Company is obligated to make principal payments in the amount of 0.25% of the aggregate outstanding amount each quarter.

The effective interest rate on the first lien debt was 7.36% and 7.38% as of March 31, 2023 and December 31, 2022, respectively.

Note 8 - Financing Arrangements (continued)***First Lien Revolving Credit Facility***

Pursuant to the Fifth Amendment, the Company also extended the maturity date of \$213.0 million of our \$250.0 million existing commitments of the first lien revolving credit facility to February 28, 2028. With respect to the \$37.0 million commitments which were not extended, the maturity date is November 2, 2025. Debt issuance costs were incurred in connection with the repricing of the revolving credit facility. These debt issuance costs are amortized into interest expense over the expected life of the arrangement. Unamortized debt issuance costs included in *Deferred costs and other assets, net of current portion* on our Consolidated Balance Sheets were immaterial as of March 31, 2023 and December 31, 2022.

The first lien revolving debt has a variable interest rate whereby the Company can elect to use a Base Rate or SOFR, plus an applicable rate. The applicable margin is 1.00% to 1.25% for Base Rate loans or 2.10% to 2.35% for SOFR loans, depending on the Company's leverage.

Senior Notes

In February 2021, ZoomInfo Technologies LLC and ZoomInfo Finance Corp., indirect subsidiaries of ZoomInfo Technologies Inc. (the "Issuers"), issued \$350.0 million in aggregate principal amount of 3.875% Senior Notes due February 2029 to qualified institutional buyers pursuant to Rule 144A under the Securities Act of 1933, as amended. Interest on the Senior Notes is payable semi-annually in arrears beginning on August 1, 2021. The Issuers may redeem all or a part of the Notes at any time prior to February 1, 2024 at a price equal to the present value of the redemption price as of February 1, 2024, defined below, plus unaccrued and unpaid interest to February 1, 2024. In addition, beginning on February 1, 2024, the Issuers may redeem all or a part of the Notes at a redemption price equal to 101.938% of the principal amount redeemed. The redemption price decreases to 100.969% and 100.000% of the principal amount redeemed on February 1, 2025 and February 1, 2026, respectively. In addition, at any time prior to February 1, 2024, the Issuers may redeem up to 40% of the Notes from the proceeds of certain equity offerings at a redemption price equal to 103.875% of the principal amount of the Senior Notes, plus accrued and unpaid interest.

In July 2021, ZoomInfo Technologies LLC and ZoomInfo Finance Corp., indirect subsidiaries of ZoomInfo Technologies Inc., issued and sold \$300.0 million in aggregate principal amount of additional 3.875% senior notes due in 2029. The notes were issued under the same indenture as the Issuers' existing \$350.0 million aggregate principal amount of 3.875% senior notes due 2029 (the "Existing Notes"), which were issued in February 2021, and constitute part of the same series as the Existing Notes.

Note 9 - Derivatives and Hedging Activities

We are exposed to changes in interest rates, primarily relating to changes in interest rates on our first lien term loan. Consequently, from time to time, we may use interest rate swaps or other financial instruments to manage our exposure to interest rate movements. Our primary objective in holding derivatives is to reduce the volatility of cash flows associated with changes in interest rates. We do not enter into derivative transactions for speculative or trading purposes.

We recognize derivative instruments and hedging activities on a gross basis as either assets or liabilities on our Consolidated Balance Sheets and measure them at fair value. Hedge accounting generally provides for the matching of the timing of gain or loss recognition on the hedging instrument with the earnings effect of the hedged forecasted transactions in a cash flow hedge. For derivatives designated as cash flow hedges, the change in the estimated fair value of the derivative is recognized in *Accumulated other comprehensive income (loss)* on our Consolidated Balance Sheets. To receive hedge accounting treatment, all hedging relationships are formally documented at the inception of the hedge, and the hedges must be highly effective in offsetting changes to future cash flows on hedged transactions. Gains and losses resulting from valuation adjustments on dedesignated portions of our derivative contract subsequent to dedesignation of hedge accounting are recorded within *Interest expense, net* on our Consolidated Statements of Operations. As it is not probable the forecasted transaction will not occur, the amounts in *Accumulated other comprehensive income (loss)* as of the date of dedesignation will be released based on our original forecast.

Note 9 - Derivatives and Hedging Activities (continued)

In the second quarter of 2022, two interest rate swap contracts in the notional amount of \$350.0 million matured. Interest rate swaps in the notional amount of \$500.0 million became effective in April 2022.

In the third quarter of 2022, the Company sold \$400.0 million of the notional amount of the interest rate cap contract which was not designated as an accounting hedge. We recognized a gain of \$3.0 million, partially offset by the derecognition of \$2.5 million of derivative assets, resulting from this sale within *Interest expense, net* on our Consolidated Statements of Operations.

In the fourth quarter of 2022, the Company transitioned two interest rate swap contracts and one interest cap contract from LIBOR to SOFR by terminating the original transactions and simultaneously entering into new derivatives. The terms of the new derivatives were unchanged except for the index. The Company elected optional expedients to allow for this transition without any interruptions to the hedge accounting.

As of March 31, 2023, the Company had the following outstanding interest rate derivatives that were designated as cash flow hedges of interest rate risk (\$ in millions):

Interest Rate Derivatives (Level 2)	Number of Instruments	Notional Aggregate Principal Amount	Interest Cap / Swap Rate	Maturity Date
Interest rate cap contract	One	\$ 100.0	3.500 %	April 30, 2024
Interest rate swap contracts	Two	\$ 500.0	0.370 %	January 30, 2026

The following table summarizes the fair value and presentation on our Consolidated Balance Sheets for derivatives as of March 31, 2023 and December 31, 2022 (in millions):

Instrument	Fair Value of Derivative Instruments	
	March 31, 2023	December 31, 2022
	Derivative Assets	Derivative Assets
Derivatives designated as hedging instruments		
Interest rate cap contract ⁽¹⁾	\$ 1.1	\$ 1.2
Interest rate cap contract ⁽²⁾	0.1	0.3
Interest rate swap contracts ⁽¹⁾	20.7	21.5
Interest rate swap contracts ⁽²⁾	23.9	30.3
Total designated derivative fair value	\$ 45.8	\$ 53.3

(1) Included in *Prepaid expenses and other current assets* on our Consolidated Balance Sheets.

(2) Included in *Deferred costs and other assets, net of current portion* on our Consolidated Balance Sheets.

The change in fair value of any derivative instruments was recorded, net of income tax, in *Accumulated other comprehensive income (loss)* on our Consolidated Balance Sheets to the extent the agreements were designated as effective hedges. In the period that the hedged item affects earnings, such as when interest payments are made on the Company's variable-rate debt, we reclassify the related gain or loss on the interest rate swap cash flow hedges and any receipts on the cap to *Interest expense, net* and as operating cash flows on our Consolidated Statements of Cash Flows in the period settled in cash. Income tax effects from changes in fair value of derivative instruments are recorded on our Consolidated Statements of Operations when the derivative instruments are settled. Over the next 12 months, we expect to reclassify approximately \$21.6 million into interest income from AOCI.

Refer to the Company's Consolidated Statements of Comprehensive Income (Loss) for amounts reclassified from AOCI into earnings related to the Company's Derivative Instruments designated as cash flow hedging instruments for each of the reporting periods.

Note 10 - Fair Value

The Company's financial instruments consist principally of cash and cash equivalents, short-term investments, prepaid expenses and other current assets, accounts receivable, and accounts payable, accrued expenses, and long-term debt. The carrying value of cash and cash equivalents, prepaid expenses and other current assets, accounts receivable, accounts payable, and accrued expenses approximate fair value, primarily due to short maturities. We classify our money market mutual funds as Level 1 within the fair value hierarchy. We classify our corporate debt securities, securities guaranteed by U.S. government, and other governmental securities as Level 2 within the fair value hierarchy. The fair value of our first term lien debt and Senior Notes as of March 31, 2023 was \$597.8 million and \$555.8 million, respectively, based on observable market prices in less active markets and categorized as Level 2 within the fair value measurement framework.

The Company has elected to use the income approach to value the interest rate derivatives using observable Level 2 market expectations at measurement date and standard valuation techniques to convert future amounts to a single present amount (discounted) reflecting current market expectations about those future amounts. Level 2 inputs for the derivative valuations are limited to quoted prices for similar assets or liabilities in active markets (specifically futures contracts) and inputs other than quoted prices that are observable for the asset or liability (specifically SOFR cash and swap rates, implied volatility for options, caps and floors, basis swap adjustments, overnight indexed swap ("OIS") short term rates and OIS swap rates, when applicable, and credit risk at commonly quoted intervals). Mid-market pricing is used as a practical expedient for most fair value measurements. Key inputs, including the cash rates for very short term futures rates and swap rates beyond the derivative maturity are interpolated to provide spot rates at resets specified by each derivative (reset rates are then further adjusted by the basis swap, if necessary). Derivatives are discounted to present value at the measurement date at SOFR rates unless they are fully collateralized. Fully collateralized derivatives are discounted to present value at the measurement date at OIS rates (short term OIS rates and long term OIS swap rates).

Inputs are collected from SuperDerivatives, an independent third-party derivative pricing data provider, as of the close on the last day of the period. The valuation of the interest rate swaps also take into consideration estimates of our own, as well as our counterparty's, risk of non-performance under the contract.

We estimate the value of other long-lived assets that are recorded at fair value on a non-recurring basis based on a market valuation approach. We use prices and other relevant information generated primarily by recent market transactions involving similar or comparable assets, as well as our historical experience in divestitures, acquisitions, and real estate transactions. Additionally, we may use a cost valuation approach to value long-lived assets when a market valuation approach is unavailable. Under this approach, we determine the cost to replace the service capacity of an asset, adjusted for physical and economic obsolescence. When available, we use valuation inputs from independent valuation experts, such as real estate appraisers and brokers, to corroborate our estimates of fair value. Real estate appraisers' and brokers' valuations are typically developed using one or more valuation techniques including market, income and replacement cost approaches. Because these valuations contain unobservable inputs, we classify the measurement of fair value of long-lived assets as Level 3.

Note 10 - Fair Value (continued)

The fair value (in millions) of our financial assets and (liabilities) was determined using the following inputs:

Fair Value at March 31, 2023	Level 1		Level 2		Level 3	
Measured on a recurring basis:						
Assets:						
Cash equivalents:						
Corporate debt securities	\$	—	\$	167.3	\$	—
Money market mutual funds	\$	169.5	\$	—	\$	—
Short-term investments:						
Corporate debt securities	\$	—	\$	101.8	\$	—
Securities guaranteed by U.S. government	\$	—	\$	27.7	\$	—
Other governmental securities	\$	—	\$	12.3	\$	—
Prepaid expenses and other current assets:						
Interest rate cap contract	\$	—	\$	1.1	\$	—
Interest rate swap contracts	\$	—	\$	20.7	\$	—
Deferred costs and other assets, net of current portion						
Interest rate cap contract	\$	—	\$	0.1	\$	—
Interest rate swap contracts	\$	—	\$	23.9	\$	—

Fair Value at December 31, 2022	Level 1		Level 2		Level 3	
Measured on a recurring basis:						
Assets:						
Cash equivalents:						
Corporate debt securities	\$	—	\$	159.8	\$	—
Money market mutual funds	\$	18.6	\$	—	\$	—
Securities guaranteed by U.S. government	\$	—	\$	4.0	\$	—
Short-term investments:						
Corporate debt securities	\$	—	\$	91.7	\$	—
Securities guaranteed by U.S. government	\$	—	\$	25.0	\$	—
Other governmental securities	\$	—	\$	11.0	\$	—
Prepaid expenses and other current assets:						
Interest rate cap contract	\$	—	\$	1.2	\$	—
Interest rate swap contracts	\$	—	\$	21.5	\$	—
Deferred costs and other assets, net of current portion						
Interest rate cap contract	\$	—	\$	0.3	\$	—
Interest rate swap contracts	\$	—	\$	30.3	\$	—

There have been no transfers between fair value measurements levels during the three months ended March 31, 2023.

Refer to Note 5 - Cash, Cash Equivalents, and Short-term Investments for further information regarding the fair value of our financial instruments. Refer to Note 9 - Derivatives and Hedging Activities for further information regarding the fair value of our derivative instruments.

Note 11 - Commitments and Contingencies

Non-cancelable purchase obligations

For information related to outstanding non-cancelable purchase obligations with a term of 12 months or longer, refer to the amount disclosed in the audited financial statements in our 2022 Form 10-K. Amounts mainly relate to third-party cloud hosting and software as a service arrangements. For information regarding financing-related obligations, refer to Note 8 - Financing Arrangements. For information regarding lease-related obligations, refer to Note 13 - Leases.

Sales and use tax

The Company has conducted an assessment of sales and use tax exposure in states where the Company has established nexus. Based on this assessment, the Company has recorded a liability for taxes owed and related penalties and interest in the amount of \$3.9 million and \$4.9 million at March 31, 2023 and December 31, 2022, respectively. This liability is included in *Accrued expenses and other current liabilities* on our Consolidated Balance Sheets.

Contingent earnout payments

In connection with the acquisition of Dogpatch, the Company could be required to issue equity awards up to \$3.7 million. Refer to Note 4 - Business Combinations for additional information.

Deferred acquisition-related payments

In connection with the acquisition of Insent, the Company expects to pay an additional \$3.0 million of which \$1.2 million represents deferred consideration. Refer to Note 4 - Business Combinations for additional information.

Legal matters

We are subject to various legal proceedings, claims, and governmental inspections, audits, or investigations that arise in the ordinary course of our business. There are inherent uncertainties in these matters, some of which are beyond management's control, making the ultimate outcomes difficult to predict. Moreover, management's views and estimates related to these matters may change in the future, as new events and circumstances arise and the matters continue to develop. Based on the information known by the Company as of the date of this filing, it is not possible to provide an estimated amount of any loss or range of loss that may occur with respect to these matters, including without limitation the matters described below.

On April 15, 2021, a putative class action lawsuit was filed against ZoomInfo Technologies LLC in the United States District Court for the Northern District of Illinois (Eastern Division) alleging ZoomInfo's use of Illinois residents' names in public-facing web pages violates the Illinois Right of Publicity Act, and seeking statutory, compensatory and punitive damages, costs, and attorneys' fees. The Company intends to vigorously defend against this lawsuit.

On September 30, 2021, a putative class action lawsuit was filed against ZoomInfo Technologies Inc. in the United States District Court for the Western District of Washington alleging ZoomInfo's use of California residents' names in public-facing web pages violates California statutory and common law regarding the right of publicity as well as misappropriation, and seeking compensatory and punitive damages, restitution, injunctive relief, declaratory relief, costs, and attorneys' fees. The Company intends to vigorously defend against this lawsuit.

Note 11 - Commitments and Contingencies (continued)

On February 10, 2023, a putative class action lawsuit was filed against Datanyze, LLC, one of the Company's subsidiaries, in the Circuit Court of Cook County, Illinois alleging Datanyze's use of Illinois residents' names in a free trial violates the Illinois Right of Publicity Act, and seeking statutory, compensatory and punitive damages, costs, and attorneys' fees. The case is now pending in the United States District Court for the Northern District of Illinois (Eastern Division). The Company intends to vigorously defend against this lawsuit.

On March 8, 2023, a putative class action lawsuit was filed against Datanyze, LLC in the United States District Court for the Northern District of Ohio alleging Datanyze's use of Ohio residents names in a free trial violates the Ohio Right of Publicity Statute, and seeking statutory damages, costs, and attorneys' fees. The Company intends to vigorously defend against this lawsuit.

Note 12 - Earnings Per Share

As previously discussed, in May 2022, following approval by the Company's stockholders, the Company further amended and restated its Amended and Restated Certificate of Incorporation to eliminate the multiple classes of common stock and to rename the Company's Class A common stock to "Common Stock".

The following tables set forth the computation of basic and diluted net income per share of Class A common stock or Common Stock, as applicable, (in millions, except share and per share amounts):

	Three Months Ended March 31, 2023
	Common Stock
Basic net income per share attributable to common stockholders	
Numerator:	
Net income	\$ 44.5
Denominator:	
Weighted average number of shares of Common Stock outstanding	403,408,487
Basic net income per share attributable to common stockholders	\$ 0.11
Diluted net income per share attributable to common stockholders	
Numerator:	
Allocation of undistributed earnings	\$ 44.5
Denominator:	
Number of shares used in basic computation	403,408,487
Add: weighted-average effect of dilutive securities exchangeable for Common Stock:	
Restricted Stock Awards	446,843
Exercise of Common Stock Options	66,687
Employee Stock Purchase Plan	195,611
Weighted average shares of Common Stock outstanding used to calculate diluted net income (loss) per share	404,117,628
Diluted net income per share attributable to common stockholders	\$ 0.11

Note 12 - Earnings Per Share (continued)

	Three Months Ended March 31, 2022	
	Class A	
Basic net income (loss) per share attributable to common stockholders		
Numerator:		
Allocation of net income (loss) attributable to ZoomInfo Technologies Inc.	\$	6.2
Denominator:		
Weighted average number of shares of Class A common stock outstanding		400,217,928
Basic net income (loss) per share attributable to common stockholders	\$	0.02
Diluted net income (loss) per share attributable to common stockholders		
Numerator:		
Allocation of undistributed earnings	\$	6.2
Denominator:		
Number of shares used in basic computation		400,217,928
Add: weighted-average effect of dilutive securities exchangeable for Class A common stock:		
Restricted Stock Awards		2,677,597
Exercise of Class A Common Stock Options		242,963
Weighted average shares of Class A common stock outstanding used to calculate diluted net income (loss) per share		403,138,488
Diluted net income (loss) per share attributable to common stockholders	\$	0.02

The following weighted-average potentially dilutive securities were evaluated under the treasury stock method for potentially dilutive effects and have been excluded from diluted net loss per share in the periods presented due to their anti-dilutive effect:

	Three Months Ended March 31,	
	2023	2022
Restricted Stock Units	13,267,434	5,983,638
Total anti-dilutive securities	13,267,434	5,983,638

Note 13 - Leases

The Company has operating leases for corporate offices under non-cancelable agreements with various expiration dates. Our leases do not have significant rent escalation, holidays, concessions, material residual value guarantees, material restrictive covenants, or contingent rent provisions. Our leases include both lease (e.g., fixed payments including rent, taxes, and insurance costs) and non-lease components (e.g., common-area or other maintenance costs) which are accounted for as a single lease component. In addition, we have elected the practical expedient to exclude short-term leases, which have an original lease term of one year or less, from our right-of-use assets and lease liabilities as well as the package of practical expedients relating to adoption of Topic 842.

The Company subleases two offices. The subleases have remaining lease terms of less than eight years. Sublease income, which is recorded as a reduction of rent expense and allocated to the appropriate financial statement line items to arrive at *Income from operations* on our Consolidated Statements of Operations, was immaterial for the three months ended March 31, 2023 and 2022.

Note 13 - Leases (continued)

The following are additional details related to operating leases recorded on our Consolidated Balance Sheets as of March 31, 2023 and December 31, 2022:

	March 31, 2023	December 31, 2022
<i>(in millions)</i>		
Assets		
Operating lease right-of-use assets, net	\$ 60.6	\$ 63.0
Liabilities		
Current portion of operating lease liabilities	\$ 9.7	\$ 10.3
Operating lease liabilities, net of current portion	\$ 65.9	\$ 67.9

Rent expense was \$4.0 million and \$3.3 million for the three months ended March 31, 2023 and 2022, respectively.

Other information related to leases was as follows:

	Three Months Ended March 31,	
	2023	2022
<i>(in millions)</i>		
Supplemental Cash Flow Information		
Cash paid for amounts included in the measurement of operating lease liabilities	\$ 2.3	\$ 3.2
Lease liabilities arising from obtaining right-of-use assets		
From new and existing lease agreements and modifications	\$ —	\$ 0.3
	As of	
	March 31, 2023	December 31, 2022
Weighted average remaining lease term (in years)	11.7	11.7
Weighted average discount rate	5.4 %	5.4 %

Note 13 - Leases (continued)

The table below reconciles the undiscounted future minimum lease payments under non-cancelable leases to the total lease liabilities recognized as of March 31, 2023 (in millions):

Year Ending December 31,	Operating Leases	
2023 (excluding three months ended March 31, 2023)	\$	10.5
2024		11.6
2025		10.7
2026		8.1
2027		7.2
Thereafter		52.7
Total future minimum lease payments		100.8
Less effects of discounting		25.2
Total lease liabilities	\$	75.6
Reported as of March 31, 2023		
Current portion of operating lease liabilities	\$	9.7
Operating lease liabilities, net of current portion		65.9
Total lease liabilities	\$	75.6

The table above does not include any legally binding minimum lease payments for leases signed but not yet commenced.

Expense associated with short term leases and variable lease costs were immaterial for the three months ended March 31, 2023 and 2022. The expense related to short-term leases reasonably reflected our short-term lease commitments.

Undiscounted lease payments under all leases executed and not yet commenced are anticipated to be \$340.6 million, which are not included in the tabular disclosure of undiscounted future minimum lease payments under non-cancelable leases above.

Note 14 - Equity-based Compensation

2020 Omnibus Incentive Plan - On May 26, 2020, the Board of Directors of the Company (the "Board") adopted the ZoomInfo Technologies Inc. 2020 Omnibus Incentive Plan (the "Omnibus Plan"). The Omnibus Plan provides for potential grants of the following awards with respect to shares of the Common Stock and OpCo Units: (i) incentive stock options qualified as such under U.S. federal income tax laws; (ii) non-qualified stock options or any other form of stock options; (iii) stock appreciation rights; (iv) Restricted Stock; (v) Restricted Stock Units; (vi) OpCo Units, and (vii) other equity-based and cash-based incentive awards as determined by the compensation committee of the Board or any properly delegated subcommittee.

The maximum aggregate number of shares of Common Stock that may be issued pursuant to awards under the Omnibus Plan shall not exceed 18,650,000 shares (including OpCo Units or other securities which have been issued under the plan and were converted into awards based on shares of common stock) (the "Plan Share Reserve"). The Omnibus Plan also contains a provision that will add an additional number of shares of Common Stock to the Plan Share Reserve on the first day of each year starting with January 1, 2021, equal to the lesser of (i) the positive difference between (x) 5% of the number of shares of Common Stock outstanding on the last day of the immediately preceding year, and (y) the Plan Share Reserve on the last day of the immediately preceding year, and (ii) a lower number of shares of Common Stock as may be determined by the Board.

Note 14 - Equity-based Compensation (continued)

The Company currently has equity-based compensation awards outstanding as follows: Restricted Stock Units, Common Stock Options, and Restricted Stock. In addition, the Company recognizes equity-based compensation expense from awards granted to employees as further described below under HSKB Incentive Units.

Except where indicated otherwise, the equity-based compensation awards described below are subject to time-based service requirements. For grants issued prior to June 2020, the service vesting condition is generally over four years with 50% vesting on the two years anniversary of the grant date of the award and the remainder vesting monthly thereafter. For awards made after May 2020 to existing employees, the service vesting condition is generally four years with 25% vesting on the one year anniversary of the grant date of the award and 6.25% vesting quarterly thereafter. For performance-based Restricted Stock Units issued in Q3 2022, the service vesting condition is one year and specified company performance targets. Certain additional grants have other vesting periods approved by the Compensation Committee of the Board.

Restricted Stock Units

Restricted Stock Unit activity was as follows during the periods indicated:

	Three Months Ended March 31, 2023		Three Months Ended
	Restricted Stock Units	Weighted Average Grant Date Fair Value	March 31, 2022
Unvested at beginning of period	10,377,568	\$ 45.81	4,853,795
Granted	4,452,672	\$ 23.49	1,650,785
Vested	(633,337)	\$ 53.73	(187,659)
Forfeited	(929,469)	\$ 49.45	(333,283)
Unvested at end of period	13,267,434	\$ 37.69	5,983,638

Restricted Stock

During the year ended December 31, 2021, the Company issued shares of Restricted Stock in exchange for all unvested HoldCo Units, Class P Units, and LTIP Units owned directly by employees of the Company (refer to Note 1 - Organization and Background). The exchanged shares of Restricted Stock remain subject to the same service vesting requirements of the original units. Upon fulfillment of the original employment service conditions, the restrictions will be lifted, and the Restricted Stock will convert to unrestricted Common Stock.

Restricted Stock activity was as follows during the periods indicated:

	Three Months Ended March 31, 2023		Three Months Ended
	Restricted stock	Weighted Average Grant Date Fair Value	March 31, 2022
Unvested at beginning of period	858,560	\$ 22.30	3,525,373
Vested	(242,680)	\$ 17.02	(790,054)
Forfeited	(6,733)	\$ 9.15	(43,210)
Unvested at end of period	609,147	\$ 24.55	2,692,109

Note 14 - Equity-based Compensation (continued)
Common Stock Options

Options activity was as follows during the period indicated:

	Three Months Ended March 31, 2023		Three Months Ended March 31, 2022
	Options	Weighted Average Exercise Price	Options
Outstanding at beginning of period	323,002	\$ 21.00	417,085
Exercised	(11,236)	\$ 21.00	(14,790)
Expired	(10,095)	\$ 21.00	(1,824)
Forfeited	(3,106)	\$ 21.00	(4,968)
Outstanding at end of period	298,565	\$ 21.00	395,503

Options have a maximum contractual term of ten years. The aggregate intrinsic value and weighted average remaining contractual terms of Options outstanding and Options exercisable were as follows as of March 31, 2023.

	March 31, 2023
Aggregate intrinsic value (in millions)	
Unit Options outstanding	\$ 1.1
Unit Options exercisable	\$ 1.0
Weighted average remaining contractual term (in years)	
Unit Options outstanding	7.0 years
Unit Options exercisable	7.0 years

All Options outstanding were issued at the time of the IPO in 2020. No additional options have been issued to date. The fair value of Common Stock Options granted at the time of the IPO was determined using the Black-Scholes option pricing model. We estimated the future stock price volatility based on the volatility of a set of publicly traded comparable companies with a look back period consistent with the expected term. The estimated life for the units was based on the expected hold period of private equity owners. The risk-free rate is based on the rate for a U.S. government security with the same estimated life at the time of grant.

Employee Stock Purchase Plan

On June 3, 2020, the Board adopted the ZoomInfo Technologies Inc. 2020 Employee Stock Purchase Plan (the "ESPP") that allows eligible employees to purchase shares of the Company's common stock at a discounted price, through payroll deductions of up to 15% of their eligible compensation and the IRS allowable limit per calendar year. The Board's Compensation Committee administers the ESPP, including with respect to the frequency and duration of offering periods, the maximum number of shares that an eligible employee may purchase during an offering period, and, subject to certain limitations set forth in the ESPP, the per-share purchase price. Currently, the maximum number of shares that can be purchased by an eligible employee under the ESPP is 1,500 shares per offering period and there are two six-month offering periods that begin in the second and fourth quarter of each fiscal year. The purchase price for one share of Common Stock under the ESPP is currently equal to 90% of the fair market value of one share of Common Stock on the first trading day of the offering period or the purchase date, whichever is lower.

Note 14 - Equity-based Compensation (continued)

The maximum aggregate number of shares of the Common Stock that may be issued under the ESPP is no more than 7,500,000 shares (the “ESPP Plan Share Reserve”). The ESPP plan also contains a provision that will add an additional number of shares of Common Stock to the ESPP Plan Reserve on the first day of each year starting with January 1, 2021, equal to the lesser of (i) the positive difference between (x) 1% of the number of shares of Common Stock outstanding on the last day of the immediately preceding fiscal year, and (y) the ESPP Plan Share Reserve on the last day of the immediately preceding fiscal year, and (ii) a lower number of shares of Common Stock as may be determined by the Board.

The fair value of the ESPP purchase was determined using the Black-Scholes option pricing model. The expected term for the purchases was based on the six-month offering period. We estimate the future stock price volatility based on the historical volatility of the Company with a lookback period commensurate with the expected term of the ESPP purchases. The risk-free rate is the implied yield available on U.S. Treasury zero-coupon bonds issued with a remaining term equal to the expected term.

The Company withheld \$3.0 million worth of ESPP contributions for the three months ended March 31, 2023 on behalf of participating employees through payroll deductions included in *Accrued expenses and other current liabilities* on our Consolidated Balance Sheets. No shares of Common Stock were purchased under the ESPP for the three months ended March 31, 2023. The Company recognized \$1.2 million of equity-based compensation expense related to the ESPP for the three months ended March 31, 2023. For the three months ended March 31, 2022, no expense was recognized, no contributions were withheld, and no shares were purchased.

HSKB Incentive Units

The founders of the Company contributed membership units of ZoomInfo OpCo into an upper tier entity, HSKB Funds, LLC, which is controlled by the current CEO of the Company (“HSKB Manager”). In connection with the Reorganization Transactions, HSKB was reorganized into HSKB I and HSKB II (together, “HSKB”), with HSKB I owning OpCo Units and HSKB II owning HoldCo Units.

During the year ended December 31, 2021, HSKB II exchanged their HoldCo Units and paired shares of Class B common stock of the Company for shares of Class A common stock of the Company pursuant to the terms of the limited liability company agreement of HoldCo. Subsequently, HSKB I exchanged their OpCo Units and paired shares of Class B common stock of the Company for shares of Class A common stock of the Company.

HSKB has issued LLC units to the employees of the Company (“HSKB Grant”) in the form of Class 1 units and Class 2 units. Such units may be exchangeable into one share of Common Stock upon vesting. HSKB awards are recorded as compensation expense of the Company in accordance with the measurement and recognition criteria of ASC 718 for awards made by economic interest holders to employees of the Company.

HSKB has also allocated \$31.3 million to be paid in cash over three years from 2019 to 2021 if the holder of an HSKB Grant remains employed by the Company as of the payment date. This pool was further expanded in March 31, 2020, when HSKB allocated an additional \$5.3 million to be paid out over three years, starting with March 31, 2020, to holders of HSKB Grants who received grants after the March 2018 Carlyle Investment, subject to the holder’s continued employment by the Company. HSKB has \$0.9 million remaining to be paid through 2023.

HSKB Phantom Units

In December 2019, HSKB I adopted the HSKB Funds, LLC 2019 Phantom Unit Plan wherein HSKB may grant Phantom Units (“HSKB Phantom Units”) to employees of the Company. HSKB Phantom Units are recorded as compensation expense of the Company in accordance with the measurement and recognition criteria of ASC 718 for awards made by economic interest holders to employees of the Company. HSKB Phantom Units represent the economic equivalent of one share of common stock in the Company. In connection with the Reorganization Transactions, all HSKB Phantom Units were moved from HSKB I to HSKB II. Within 30 days of the later of the date upon which a Phantom Unit vests, HSKB II must settle the HSKB Phantom Unit in exchange for either (1) cash or (2) Common Stock as determined by the HSKB Manager, in each case, equal to the fair market value of such Common Unit at the time of such exchange.

Note 14 - Equity-based Compensation (continued)***Unamortized Equity-based Compensation***

As of March 31, 2023, unamortized equity-based compensation costs related to each equity-based incentive award described above is the following:

<i>(\$ in millions, period in years)</i>	Amount	Weighted Average Remaining Service Period
Restricted Stock Units	\$ 393.5	2.7
Common Stock Options	0.1	0.5
Restricted Stock	6.2	1.0
HSKB Phantom Units	10.5	2.5
Employee Stock Purchase Plan	0.8	0.2
Total unamortized equity-based compensation cost	<u>\$ 411.1</u>	2.7

Note 15 - Tax Receivable Agreements

In connection with the Reorganization Transactions and the IPO, the Company entered into (i) the Exchange Tax Receivable Agreement with certain Pre-IPO OpCo Unitholders and (ii) the Reorganization Tax Receivable Agreement with the Pre-IPO Blocker Holders (collectively, the “Tax Receivable Agreements”). These Tax Receivable Agreements provide for the payment by the “ZoomInfo Tax Group” to such Pre-IPO Owners and certain Pre-IPO HoldCo Unitholders of 85.0% of the benefits, if any, that the ZoomInfo Tax Group actually realizes, or is deemed to realize in certain circumstances, as a result of utilization or deemed utilization of certain tax attributes and benefits covered by the Tax Receivable Agreements. The Company expects to benefit from the remaining 15.0% of the cash savings that it realizes.

The tax attributes and benefits covered by the Exchange Tax Receivable Agreements include (i) the ZoomInfo Tax Group’s allocable share of existing tax basis acquired in the IPO and (ii) increases in the ZoomInfo Tax Group’s allocable share of existing tax basis and tax basis adjustments that will increase the tax basis of the tangible and intangible assets of the ZoomInfo Tax Group as a result of sales or exchanges of OpCo Units for shares of common stock after the IPO, and certain other tax benefits, including tax benefits attributable to payments under the Exchange Tax Receivable Agreement.

The tax attributes and benefits covered by the Reorganization Tax Receivable Agreement includes certain tax attributes of the Blocker Companies (including the ZoomInfo Tax Group’s allocable share of existing tax basis acquired in the Reorganization Transactions), and certain other tax benefits, including tax benefits attributable to payments under the Reorganization Tax Receivable Agreement.

The Company reflected an increase in its share of the tax basis in the net assets of ZoomInfo HoldCo when OpCo Units were exchanged by Pre-IPO OpCo Unitholders. The Company treated any redemptions and exchanges of OpCo Units as direct purchases for U.S. federal income tax purposes. These increases in tax basis may reduce the amounts that it would otherwise pay in the future to various tax authorities. They may also decrease gains (or increase losses) on future dispositions of certain capital assets to the extent tax basis is allocated to those capital assets.

As of March 31, 2023 and December 31, 2022, the Company had a liability of \$2,968.6 million and \$2,978.7 million respectively, related to its projected obligations under the Tax Receivable Agreements. This liability, or a portion thereof, becomes payable once the tax attributes under the Tax Receivable Agreements reduces the Company’s current income tax liability which would have been otherwise due absent such tax attributes. The liability will be reduced to the extent the tax attributes are expected to expire or otherwise cannot be applied to reduce the Company’s tax liabilities. The liability is classified as current or noncurrent based on the expected date of payment and are included on our Consolidated Balance Sheets under the captions *Current portion of tax receivable agreements liability* and *Tax receivable agreements liability, net of current portion*, respectively. During the three months ended March 31, 2023, no payment was made pursuant to the Tax Receivable Agreement. During the three months ended March 31, 2022, we paid a total of \$5.0 million, pursuant to the Tax Receivable Agreements. During the three months ended March 31, 2023, we recognized a TRA measurement gain of \$10.1 million principally due to updates to tax attributes as well as movements in our blended state tax rate resulting from legislation enacted in the first quarter of 2023 and changes in the apportionment of payroll, property and sales in the states in which we operate, within *Other (income) expense, net* on our Consolidated Statements of Operations. During the three months ended March 31, 2022, we recognized a TRA measurement loss of \$0.9 million due to legislation passed in the first quarter of 2022 that impact our blended state tax rate within *Other (income) expense, net* on our Consolidated Statements of Operations.

Note 16 - Income Taxes

The Company's provision for income taxes for the three months ended March 31, 2023 and March 31, 2022 was based on our projected annual effective tax rate for fiscal year 2023 and 2022, adjusted for specific items that are required to be recognized in the period in which they occur.

The effective tax rate, inclusive of items specific to the period, for the three months ended March 31, 2023 and 2022 was 34.8% and 67.6% respectively. The Company recorded income tax expense of \$23.7 million and \$13.0 million for the three months ended March 31, 2023 and 2022, respectively.

The Company's projected 2023 annual effective tax rate, differed from the U.S federal statutory rate of 21.0% due to U.S. state taxes, foreign taxes, non-deductible equity compensation expense, offset by research and development credits. Further, the Company's annual effective tax rate included period specific costs resulting from a U.S. tax inclusion in a prior year under the global intangible low-taxed income rules that was realized due to a favorable tax ruling issued by the Israeli tax authorities, and shortfalls in tax-deductible equity compensation compared to amounts recognized in our financial accounts.

On August 16, 2022, the U.S. enacted the Inflation Reduction Act ("IRA") of 2022, which, among other things, implemented a 15% minimum tax on book income of certain large corporations, a 1% excise tax on net stock repurchases, and several tax incentives to promote clean energy. We evaluated the provisions of the IRA and do not expect any material impact to our 2023 income tax provision.

As of March 31, 2023, unrecognized tax benefits were \$4.9 million, of which \$3.9 million was a reduction of deferred tax assets and \$1.0 million was included in *Other long-term liabilities* within our consolidated balance sheet. If recognized, the resulting tax benefit would affect income tax expense by \$4.9 million. It is not anticipated any of the unrecognized tax benefit will be recognized within the next twelve months.

ITEM 2. MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with the financial statements and related notes included in our 2022 Form 10-K, the information included under “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in Part II, Item 7 of our 2022 Form 10-K, and the unaudited consolidated financial statements and related notes included in Part I, Item 1 of this Form 10-Q. In addition to historical data, the following discussion contains forward-looking statements that involve risks and uncertainties. Our actual results could differ materially from those discussed in our forward-looking statements as a result of various factors, including but not limited to those discussed under “Cautionary Statement Regarding Forward-Looking Statements” in this Form 10-Q and under “Risk Factors” in Part I, Item 1A of our 2022 Form 10-K.

References in this Form 10-Q to “ZoomInfo Technologies Inc.” refer to ZoomInfo Technologies Inc. and not to any of its subsidiaries unless the context indicates otherwise. References in this Form 10-Q to “ZoomInfo,” the “Company,” “we,” “us,” and “our” refer (1) prior to the consummation of the Reorganization Transactions, to ZoomInfo OpCo and its consolidated subsidiaries, and (2) after the consummation of the Reorganization Transactions, to ZoomInfo Technologies Inc. and its consolidated subsidiaries unless the context indicates otherwise. Numerical figures included in this Form 10-Q have been subject to rounding adjustments. Accordingly, numerical figures shown as totals in various tables may not be arithmetic aggregations of the figures that precede them.

Overview

ZoomInfo is a global leader in modern go-to-market software, data, and intelligence for sales, marketing, operations, and recruiting professionals.

RevOS – our modern, cloud-based operating system for revenue professionals – allows sales, marketing, operations, and recruiting teams to shorten sales cycles and increase win rates by delivering the right message to the right person at the right time, in the right way. We do this by delivering timely insights and offering services that make reaching prospects fast and easy.

ZoomInfo, formerly known as DiscoverOrg, was co-founded in 2007 by Founder and CEO Henry Schuck. He has led the company’s growth and profitability by efficiently developing innovative ways of gathering and improving our data and insights and using intelligent automation to put those insights into action.

Today, our company defines the modern go-to-market technology stack across three distinct layers that build upon each other:

- Our Intelligence Layer is the foundation of our data-driven strategy. Our best-in-class data, curated through first- and third-party sources, includes billions of data points about companies and contacts, such as intent, hierarchy, location, and financial information.
- Our Orchestration Layer integrates and enriches our data sources. At this stage, our products assign and route data, leads, and insights to the appropriate people. This creates a dataset that is continuously updated and can be used to power automated business workflows. Our services connect with major CRM providers.

- Our Engagement Layer allows sales, marketing, operations, and recruiting professionals to put data-driven insights into action to identify and communicate with prospects and customers. In SalesOS, frontline teams, managers, and leaders use Engage for multi-touch and multi-channel sales engagement, as well as Chorus for call and web meeting recording, transcription, insight generation, and coaching. In MarketingOS, marketers drive awareness, lead generation, and deal acceleration campaigns through account-based marketing, advertising, and onsite conversion optimization solutions, along with ZoomInfo Chat for intelligent onsite experiences through live conversation and chatbots. In TalentOS, recruiters and talent acquisition professionals access a platform that helps them efficiently find candidates. Recruiters can filter and reach more good-fit candidates, use pipeline management tools to collaborate and organize the hiring process, and automate the candidate outreach process. In OperationsOS, our sales operations customers use a suite of products, services, and solutions to ingest, match, enrich, and connect data feeds into multiple systems.

We generate substantially all of our revenue from sales of subscriptions to our platform. Subscriptions include the use of our platform and access to customer support. Subscriptions generally range from one to three years in length. Over 40% of customer contracts (based on annualized value) are multi-year agreements. We typically bill our customers at the beginning of each annual, semi-annual, or quarterly period and recognize revenue ratably over the term of the subscription period.

We sell our software to both new and existing customers. We price our subscriptions based on the functionality, users, and records under management that are included in each product edition. Our paid products are SalesOS, MarketingOS, OperationsOS, and TalentOS (with add-on options for some products), and we have a free Community Edition.

To address our market opportunity, we have built and continue to tune our efficient and comprehensive go-to-market engine. We have integrated our insights and data into an automated engine with defined processes and specialized roles in order to market and sell our services. We are constantly improving the effectiveness of our engine in order to identify and close more business.

Recent Developments

Impact of Macroeconomic Conditions and COVID-19

Our business and financial condition have and may continue to be impacted by adverse macroeconomic conditions. In addition, the ongoing COVID-19 pandemic continues to have unpredictable and rapidly shifting impacts on global financial markets, economies, and business practices. See “Risk Factors - Geopolitical Risks” in Part I, Item 1A of our 2022 Form 10-K for further discussion of the possible impact of these issues on our business.

First Lien Term Loan

In February 2023, we entered into an amendment to our existing First Lien Credit Agreement (the “Fifth Amendment”), pursuant to which the Company completed a repricing of its First Lien Term Loan Facility, which provided for an extension of the maturity date to February 28, 2030 and a decrease in the applicable margin rate by 0.25%. Under the terms of the Fifth Amendment, the Company is obligated to make principal payments in the amount of 0.25% of the aggregate outstanding amount each quarter.

First Lien Revolving Credit Facility

Pursuant to the Fifth Amendment, the Company also extended the maturity date of \$213.0 million of our \$250.0 million existing commitments of the first lien revolving credit facility to February 28, 2028. With respect to the \$37.0 million commitments which were not extended, the maturity date is November 2, 2025.

Share Repurchase Program

In March 2023, the Board of Directors authorized a program to repurchase up to \$100.0 million of the Company's Common Stock (the "Share Repurchase Program"). Under the Share Repurchase Program, shares of Common Stock may be repurchased from time to time through open market transactions in compliance with applicable securities laws. The timing, manner, price and amount of any repurchases, as well as the capital resources to fund the repurchases, are determined by the Company at its discretion and depend on a variety of factors, including legal requirements, price and economic and market conditions.

During the three months ended March 31, 2023, the Company repurchased and subsequently retired 1,058,291 shares of Common Stock at an average price of \$22.99, for an aggregate \$24.3 million. As of March 31, 2023, \$75.7 million remained available and authorized for repurchases under the Share Repurchase Program.

Holding Company Reorganization

In May 2022, following approval by the Company's stockholders, the Company further amended and restated its Amended and Restated Certification of Incorporation to eliminate the multiple classes of common stock and to rename the Company's Class A common stock as "Common Stock".

Key Factors Affecting Our Performance

We believe that the growth and future success of our business depends on many factors, including the following:

Continuing to Acquire New Customers

We are focused on continuing to grow the number of customers that use our platform in the United States and around the world. The majority of revenue growth when comparing the three months ended March 31, 2023 to the three months ended March 31, 2022 was the result of new customers added over the last 12 months. Our operating results and growth prospects will depend in part on our ability to continue to attract new customers. Additionally, acquiring new customers strengthens the power of our contributory networks. We plan to continue to invest in our efficient go-to-market effort to acquire new customers.

Increasing Usage of Our Platform

We believe that expanding the value that we provide to our customers and the corresponding revenue generated as a result is an important measure of the health of our business, and we believe there is a significant opportunity to add additional users, data integration, and additional functionality within our existing customers. We monitor net revenue retention to measure the expanding value that we provide to our customers and the corresponding revenue growth. Net revenue retention is an annual metric that we calculate based on customers of ZoomInfo at the beginning of the year, and is calculated as: (a) the total ACV for those customers at the end of the year, divided by (b) the total ACV for those customers at the beginning of the year. Our net annual retention rate was 104% for the year ended December 31, 2022. In the near term, we expect our net retention rate to be adversely impacted by macroeconomic conditions. See section "Recent Developments - Impact of Macroeconomic Conditions and COVID-19". We also measure our success in expanding relationships with existing customers by the number of customers that contract for more than \$100,000 in ACV. As of March 31, 2023, we had 1,905 customers with over \$100,000 in ACV.

Factors Affecting the Comparability of Our Results of Operations

As a result of a number of factors, our historical results of operations are not comparable from period to period and may not be comparable to our financial results of operations in future periods. Set forth below is a brief discussion of the key factors impacting the comparability of our results of operations.

Impact of Acquisitions

We seek to grow through both internal development and the acquisition of businesses that broaden and strengthen our platform. Acquisitions completed within the twelve months ending March 31, 2023 include Comparably, Inc. and Dogpatch Advisors, LLC in April 2022. Purchase accounting requires that certain assets acquired and liabilities assumed be recorded at fair value on the acquisition date. Prior to January 2022, revenue from contracts that were impacted by the estimate of fair value of the unearned revenue upon acquisition were recorded based on the fair value until such contract is terminated or renewed, which differed from the receipts received by the acquired company allocated over the service period for the same reporting periods. Effective January 1, 2022, the Company early adopted new accounting guidance which requires contract assets and contract liabilities acquired in a business combination to be recognized and measured in accordance with ASC 606, Revenue from Contracts with Customers, as if the acquirer had originated the contract. Refer to Note 2 - Basis of Presentation and Summary of Significant Accounting Policies to our unaudited consolidated financial statements included in Part I, Item 1 of this Form 10-Q for additional information.

Non-GAAP Financial Measures

In addition to our results determined in accordance with U.S. GAAP, we believe certain non-GAAP measures are useful in evaluating our operating performance. These measures include, but are not limited to, Adjusted Operating Income, Adjusted Operating Income Margin, Adjusted EBITDA, Adjusted Net Income, and Adjusted Net Income per diluted share and are used by management in making operating decisions, allocating financial resources, internal planning and forecasting, and for business strategy purposes. We believe that non-GAAP financial information is useful to investors because it eliminates certain items that affect period-over-period comparability, and it provides consistency with past financial performance and additional information about our underlying results and trends by excluding certain items that may not be indicative of our business, results of operations, or outlook.

We view Adjusted Operating Income, Adjusted Operating Income Margin, Adjusted EBITDA, Adjusted Net Income, and Adjusted Net Income per diluted share as operating performance measures. We believe that the most directly comparable U.S. GAAP financial measure to Adjusted Operating Income is U.S. GAAP operating income. We believe that the most directly comparable U.S. GAAP financial measure to Adjusted Operating Income Margin is U.S. GAAP operating income divided by U.S. GAAP revenue. We believe that the most directly comparable U.S. GAAP financial measure to Adjusted EBITDA and Adjusted Net Income is U.S. GAAP Net Income, and the most directly comparable U.S. GAAP financial measure to Adjusted Net Income per diluted share is U.S. GAAP net earnings per diluted share.

Non-GAAP financial measures are not meant to be considered in isolation or as a substitute for the comparable GAAP measures, but rather as supplemental information to our business results. This information should be read only in conjunction with our consolidated financial statements prepared in accordance with GAAP. There are limitations to these non-GAAP financial measures because they are not prepared in accordance with GAAP and may not be comparable to similarly titled measures of other companies due to potential differences in methods of calculation and items or events being adjusted. In addition, other companies may use different measures to evaluate their performance, all of which could reduce the usefulness of our non-GAAP financial measures as tools for comparison. A reconciliation is provided below for each non-GAAP financial measure to the most directly comparable financial measure stated in accordance with GAAP.

Adjusted Operating Income, Adjusted Operating Income Margin, and Adjusted Net Income

We define Adjusted Operating Income as income from operations plus (i) impact of fair value adjustments to acquired unearned revenue, (ii) amortization of acquired technology and other acquired intangibles, (iii) equity-based compensation expense, (iv) restructuring and transaction-related expenses, and (v) integration costs and acquisition-related compensation. We exclude the impact of fair value adjustments to acquired unearned revenue and amortization of acquired technology and other acquired intangibles, as well as equity-based compensation, because these are non-cash expenses or non-cash fair value adjustments and we believe that excluding these items provides meaningful supplemental information regarding performance and ongoing cash-generation potential. We exclude restructuring and transaction-related expenses, as well as integration costs and acquisition-related compensation, because such expenses are episodic in nature and have no direct correlation to the cost of operating our business on an ongoing basis. Adjusted Operating Income is presented because it is used by management to evaluate our financial performance and for planning and forecasting purposes. Additionally, we believe that it and similar measures are widely used by securities analysts and investors as a means of evaluating a company's operating performance. Adjusted Operating Income should not be considered as an alternative to operating income as an indicator of operating performance.

We define Adjusted Net Income as Adjusted Operating Income less (i) interest expense, net (ii) other (income) expense, net, excluding TRA liability remeasurement expense (benefit) and (iii) income tax expense (benefit) including incremental tax effects of adjustments to arrive at Adjusted Operating Income and current tax benefits related to the TRA. Adjusted Net Income is presented because it is used by management to evaluate our financial performance and for planning and forecasting purposes. Additionally, we believe that it and similar measures are widely used by securities analysts and investors as a means of evaluating a company's operating performance. Adjusted Net Income should not be considered as an alternative to cash flows from operating activities as a measure of liquidity or as an alternative to operating income or net income as indicators of operating performance.

The following table presents a reconciliation of *Net income* to Adjusted Net Income and *Income from operations* to Adjusted Operating Income for the periods presented:

(\$ in millions)	Three Months Ended March 31,	
	2023	2022
Net income	\$ 44.5	\$ 6.2
Add: Expense from income taxes	23.7	13.0
Add: Interest expense, net	9.9	11.8
Add: Loss on debt modification and extinguishment	2.2	—
Add (less): Other expense (income), net ^(a)	(14.0)	1.4
Income from operations	\$ 66.3	\$ 32.4
Add: Impact of fair value adjustments to acquired unearned revenue ^(b)	0.1	1.1
Add: Amortization of acquired technology	10.5	11.2
Add: Amortization of other acquired intangibles	5.6	5.3
Add: Equity-based compensation	37.7	42.5
Add: Restructuring and transaction-related expenses ^(c)	0.1	2.5
Add: Integration costs and acquisition-related expenses ^(d)	—	0.6
Adjusted Operating Income	\$ 120.3	\$ 95.7
Less: Interest expense, net	(9.9)	(11.8)
Less (add): Other expense (income), net, excluding TRA liability remeasurement (benefit) expense	3.8	(0.6)
Less: Expense from income taxes	(23.7)	(13.0)
Add: Tax impacts of adjustments to net income	9.2	3.5
Adjusted Net Income	\$ 99.5	\$ 73.8
Shares for Adjusted Net Income Per Share ^(e)	415	409
Adjusted Net Income Per Share	\$ 0.24	\$ 0.18

(a) Primarily represents revaluations on tax receivable agreement liability and foreign exchange remeasurement gains and losses.

(b) Represents the impact of fair value adjustments to acquired unearned revenue relating to services billed by an acquired company, prior to our acquisition of that company. These adjustments represent the difference between the revenue recognized based on management's estimate of fair value of acquired unearned revenue and the receipts billed prior to the acquisition less revenue recognized prior to the acquisition.

(c) Represents costs directly associated with acquisition or disposal activities, including employee severance and termination benefits, contract termination fees and penalties, and other exit or disposal costs. For the three months ended March 31, 2023, this expense is primarily related to costs pursuant to the 2021 and 2022 acquisitions. For the three months ended March 31, 2022, this expense related primarily to transition and retention payments related to 2021 acquisitions.

(d) Represents costs directly associated with integration activities for acquisitions and acquisition-related compensation, which includes transaction bonuses and retention awards. For the three months ended March 31, 2022, this expense related to retention awards from the acquisitions of Clickagy and Everstring, and professional fees related to integration projects. This expense is included in cost of service, sales and marketing expense, research and development expense, and general and administrative expense as follows:

(\$ in millions)	Three Months Ended March 31,	
	2023	2022
Cost of service	\$ —	\$ 0.1
Sales and marketing	—	0.1
Research and development	—	0.3
General and administrative	—	0.1
Total integration costs and acquisition-related compensation	\$ —	\$ 0.6

- (e) Diluted earnings per share is computed by giving effect to all potential weighted average Common Stock, and any securities that are convertible into Common Stock, including options and restricted stock units. The dilutive effect of outstanding awards and convertible securities is reflected in diluted earnings per share by application of the treasury stock method, excluding deemed repurchases assuming proceeds from unrecognized compensation as required by GAAP. Shares and grants issued in conjunction with the IPO were assumed to be issued at the beginning of the period.

We define Adjusted Operating Income Margin as Adjusted Operating Income divided by the sum of revenue and the impact of fair value adjustments to acquired unearned revenue.

(\$ in millions)	Three Months Ended March 31,	
	2023	2022
Income from operations	\$ 66.3	\$ 32.4
Adjusted Operating Income	\$ 120.3	\$ 95.7
Revenue	\$ 300.7	\$ 241.7
Impact of fair value adjustments to acquired unearned revenue	0.1	1.1
Revenue for adjusted operating margin calculation	\$ 300.8	\$ 242.8
Operating Income Margin	22 %	13 %
Adjusted Operating Income Margin	40 %	39 %

Adjusted Operating Income for the three months ended March 31, 2023 was \$120.3 million and represented an Adjusted Operating Income Margin of 40%. Adjusted Operating Income for the three months ended March 31, 2022 was \$95.7 million and represented an Adjusted Operating Income Margin of 39%. The increase of \$24.6 million, or 26%, was driven primarily from the growth in revenue driven by additional customers and increasing revenue from existing customers. Adjusted Operating Income Margin increased to 40% in the three months ended March 31, 2023 from 39% in the three months ended March 31, 2022 due to slower headcount growth relative to revenue growth.

Adjusted EBITDA

EBITDA is defined as earnings before debt-related costs, including interest and loss on debt modification and extinguishment, provision for taxes, depreciation, and amortization. Management further adjusts EBITDA to exclude certain items of a significant or unusual nature, including other (income) expense, net, impact of certain non-cash items, such as fair value adjustments to acquired unearned revenue and equity-based compensation, restructuring and transaction-related expenses, and integration costs and acquisition-related compensation. We exclude these items because these are non-cash expenses or non-cash fair value adjustments, which we do not consider indicative of performance and ongoing cash-generation potential or are episodic in nature and have no direct correlation to the cost of operating our business on an ongoing basis. Adjusted EBITDA is presented because it is used by management to evaluate our financial performance and for planning and forecasting purposes. Additionally, we believe that it and similar measures are widely used by securities analysts and investors as a means of evaluating a company's operating performance. Adjusted EBITDA should not be considered as an alternative to cash flows from operating activities as a measure of liquidity or as an alternative to operating income or net income as indicators of operating performance.

The following table presents a reconciliation of net income (loss) to Adjusted EBITDA for the periods presented:

(\$ in millions)	Three Months Ended March 31,	
	2023	2022
Net income	\$ 44.5	\$ 6.2
Add: Expense from income taxes	23.7	13.0
Add: Interest expense, net	9.9	11.8
Add: Loss on debt modification and extinguishment	2.2	—
Add: Depreciation	4.8	3.5
Add: Amortization of acquired technology	10.5	11.2
Add: Amortization of other acquired intangibles	5.6	5.3
EBITDA	\$ 101.2	\$ 51.0
Add (less): Other expense (income), net ^(a)	(14.0)	1.4
Add: Impact of fair value adjustments to acquired unearned revenue ^(b)	0.1	1.1
Add: Equity-based compensation expense	37.7	42.5
Add: Restructuring and transaction related expenses ^(c)	0.1	2.5
Add: Integration costs and acquisition-related expenses ^(d)	—	0.6
Adjusted EBITDA	\$ 125.1	\$ 99.1

(a) Primarily represents revaluations on tax receivable agreement liability and foreign exchange remeasurement gains and losses.

(b) Represents the impact of fair value adjustments to acquired unearned revenue relating to services billed by an acquired company, prior to our acquisition of that company. These adjustments represent the difference between the revenue recognized based on management's estimate of fair value of acquired unearned revenue and the receipts billed prior to the acquisition less revenue recognized prior to the acquisition.

(c) Represents costs directly associated with acquisition or disposal activities, including employee severance and termination benefits, contract termination fees and penalties, and other exit or disposal costs. For three months ended March 31, 2023, this expense is primarily related to costs pursuant to the 2021 and 2022 acquisitions. For the three months ended March 31, 2022, this expense related primarily to transition and retention payments related to 2021 acquisitions.

(d) Represents costs directly associated with integration activities for acquisitions and acquisition-related compensation, which includes transaction bonuses and retention awards. For the three months ended March 31, 2022, this expense related to retention awards from the acquisitions of Clickagy and Everstring, and professional fees related to integration projects. This expense is included in cost of service, sales and marketing expense, research and development expense, and general and administrative expense as follows:

(\$ in millions)	Three Months Ended March 31,	
	2023	2022
Cost of service	\$ —	\$ 0.1
Sales and marketing	—	0.1
Research and development	—	0.3
General and administrative	—	0.1
Total integration costs and acquisition-related compensation	\$ —	\$ 0.6

Adjusted EBITDA for the three months ended March 31, 2023 was \$125.1 million, an increase of \$26.0 million, or 26%, relative to the three months ended March 31, 2022. This increase was driven primarily from the growth in revenue and additional customers in 2023 and 2022.

Components of Our Results of Operations

Revenue

We derive 99% of our revenue from subscription services and the remainder from recurring usage-based services and other revenue. Our subscription services consist of our SaaS applications. Pricing of our subscription contracts are generally based on the functionality provided, the number of users that access our applications, and the amount of data that the customer integrates into their systems. Our subscription contracts typically have a term ranging from one to three years and are non-cancelable. We typically bill for services in advance either annually, semi-annually, or quarterly, and we typically require payment at the beginning of each annual, semi-annual, or quarterly period.

Subscription revenue is generally recognized ratably over the contract term starting with when our service is made available to the customer. Recurring usage-based revenue is recognized in the period services are utilized by our customers. Other revenue, comprised largely of implementation and professional services fees, is recognized as services are delivered. The amount of revenue recognized reflects the consideration we expect to be entitled to receive in exchange for these services. We record a contract asset when revenue recognized on a contract exceeds the billings to date for that contract.

Unearned revenue results from cash received or amounts billed to customers in advance of revenue recognized upon the satisfaction of performance obligations. The unearned revenue balance is influenced by several factors, including purchase accounting adjustments, seasonality, the compounding effects of renewals, invoice duration, invoice timing, dollar size, and new business timing within the period. The unearned revenue balance does not represent the total contract value of annual or multi-year, non-cancelable subscription agreements.

Cost of Service

Cost of service, excluding amortization of acquired technology. Cost of service, excluding amortization of acquired technology includes direct expenses related to the support and operations of our SaaS services and related to our research teams, including salaries, benefits, equity-based compensation, and related expenses, such as employer taxes, allocated overhead for facilities, IT, third-party hosting fees, third-party data costs, and amortization of internally developed capitalized software.

We anticipate that we will continue to invest in costs of service and that costs of service as a percentage of revenue modestly decrease as we realize operating leverage in the business.

Amortization of acquired technology. Amortization of acquired technology includes amortization expense for technology acquired in business combinations.

We anticipate that amortization of acquired technology will increase if we make additional acquisitions in the future.

Gross Profit and Gross Margin

Gross profit is revenue less cost of service, and gross margin is gross profit as a percentage of revenue. Gross profit has been and will continue to be affected by various factors, including leveraging economies of scale, the costs associated with third-party hosting services and third-party data, the level of amortization of acquired technology, and the extent to which we expand our customer support and research organizations. We expect that our gross margin will fluctuate from period to period depending on the interplay of these various factors.

Operating Expenses

Our operating expenses consist of sales and marketing, research and development, general and administrative, restructuring and transaction expenses, and amortization of acquired intangibles (other than acquired technology). The most significant component of our operating expenses is personnel costs, which consists of salaries, bonuses, sales commissions, equity-based compensation, and other employee-related benefits. Operating expenses also include overhead costs for facilities, technology, professional fees, depreciation and amortization expense, and marketing.

Sales and marketing. Sales and marketing expenses primarily consist of employee compensation such as salaries, bonuses, sales commissions, equity-based compensation, and other employee-related benefits for our sales and marketing teams, as well as overhead costs, technology, and marketing programs. Sales commissions and related payroll taxes directly related to contract acquisition are capitalized and recognized as expenses over the estimated period of benefit.

We anticipate that we will continue to invest in sales and marketing capacity to enable future growth. We anticipate that sales and marketing expense excluding equity-based compensation as a percentage of revenue will fluctuate from period to period depending on the interplay of our growing investments in sales and marketing capacity excluding equity-based compensation, the recognition of revenue, and the amortization of contract acquisition costs.

Research and development. Research and development expenses support our efforts to enhance our existing platform and develop new software products. Research and development expenses primarily consist of employee compensation such as salaries, bonuses, equity-based compensation, and other employee-related benefits for our engineering and product management teams, as well as overhead costs. Research and development expenses do not reflect amortization of internally developed capitalized software. We believe that our core technologies and ongoing innovation represent a significant competitive advantage for us.

We anticipate that we will continue to invest in research and development in order to develop new features and functionality to drive incremental customer value in the future and that research and development expense as a percentage of revenue will modestly increase in the short term, but will modestly decrease in the long term as we drive efficiencies in that organization.

General and administrative. General and administrative expenses primarily consist of employee-related costs such as salaries, bonuses, equity-based compensation, and other employee related benefits for our executive, finance, legal, human resources, IT, and business operations and administrative teams, as well as overhead costs. Additionally, we incur expenses for professional fees including legal services, accounting, and other consulting services, including those associated with operating as a public company.

We expect general and administrative expenses as a percentage of revenue to modestly decrease as we realize operating leverage in the business.

Amortization of other acquired intangibles. Amortization of acquired intangibles primarily consists of amortization of customer relationships, trade names, and brand portfolios.

We anticipate that amortization of other acquired intangibles will increase if we make additional acquisitions in the future.

Restructuring and transaction-related expenses. Restructuring and transaction expenses primarily consist of various restructuring and acquisition activities we have undertaken to achieve strategic or financial objectives. Restructuring and acquisition activities include, but are not limited to, consolidation of offices and responsibilities, office relocation, administrative cost structure realignment, and acquisition-related professional services fees.

We anticipate that restructuring and transaction expenses will be correlated with future acquisition activity or strategic restructuring activities, which could be greater than or less than our historic levels.

Interest Expense, Net

Interest expense represents the interest payable on our debt obligations and the amortization of debt discounts and debt issuance costs, less interest income.

We anticipate that interest expense could be impacted by changes in variable interest rates or the issuance of additional debt.

Loss on Debt Modification and Extinguishment

Loss on debt modification and extinguishment consists of prepayment penalties and impairment of deferred financing costs associated with the modification or extinguishment of debt, as well as new fees incurred with third parties in connection with debt modifications.

We anticipate that losses related to debt extinguishment will only occur if we extinguish indebtedness before the contractual repayment dates.

Other (Income) Expense, Net

Other (income) expense, net consists primarily of the revaluation of tax receivable agreement liabilities and foreign currency realized and unrealized gains and losses related to the impact of transactions denominated in a foreign currency.

Changes to existing tax law including changes to the corporate income tax rates and the Company's state tax footprint could lead to substantial revaluations of the tax receivable agreement liability recorded through other income and expense, net.

The magnitude of other income and expenses, net may increase as we expand operations internationally and add complexity to our operations.

Income Tax Expense

ZoomInfo Technologies Inc. is treated as a U.S. corporation for U.S. federal, state, and local income tax purposes. Accordingly, a provision for income taxes will be recorded for the anticipated tax consequences of our reported results of operations for federal, state and local, and foreign income taxes. In addition to tax expenses, we also will make payments under the tax receivable agreements, which we expect to be significant.

Results of Operations

The following table presents our results of operations for the three months ended March 31, 2023 and 2022:

(\$ in millions)	Three Months Ended March 31,	
	2023	2022
Revenue	\$ 300.7	\$ 241.7
Cost of service:		
Cost of service ⁽¹⁾	35.0	32.8
Amortization of acquired technology	10.5	11.2
Gross profit	255.2	197.7
Operating expenses:		
Sales and marketing ⁽¹⁾	103.2	84.1
Research and development ⁽¹⁾	42.3	45.6
General and administrative ⁽¹⁾	37.7	27.8
Amortization of other acquired intangibles	5.6	5.3
Restructuring and transaction-related expenses	0.1	2.5
Total operating expenses	188.9	165.3
Income from operations	66.3	32.4
Interest expense, net	9.9	11.8
Loss on debt modification and extinguishment	2.2	—
Other (income) expense, net	(14.0)	1.4
Income before income taxes	68.2	19.2
Income tax expense	23.7	13.0
Net income	\$ 44.5	\$ 6.2

(1) Includes equity-based compensation expense as follows:

(\$ in millions)	Three Months Ended March 31,	
	2023	2022
Cost of service	\$ 4.1	\$ 4.6
Sales and marketing	19.5	16.1
Research and development	6.9	15.6
General and administrative	7.2	6.2
Total equity-based compensation expense	\$ 37.7	\$ 42.5

Three Months Ended March 31, 2023 and Three Months Ended March 31, 2022

Revenue. Revenue was \$300.7 million for the three months ended March 31, 2023, an increase of \$59.0 million, or 24%, as compared to \$241.7 million for the three months ended March 31, 2022. This increase was primarily due to the addition of new customers over the past 12 months and net expansion with existing customers. Revenue from acquired products in the first 12 months post-acquisition contributed \$3.6 million for the three months ended March 31, 2023.

Cost of Service. Cost of service was \$45.5 million for the three months ended March 31, 2023, an increase of \$1.5 million, or 3%, as compared to \$44.0 million for the three months ended March 31, 2022. The increase was primarily due to additional headcount, related salaries and benefit expenses, and additional cloud computing infrastructure to support new and growing customers.

Operating Expenses. Operating expenses were \$188.9 million for the three months ended March 31, 2023, an increase of \$23.6 million, or 14%, as compared to \$165.3 million for the three months ended March 31, 2022. Excluding equity-based compensation expenses, operating expenses were \$155.3 million for the three months ended March 31, 2023, an increase of \$27.9 million, or 22%, as compared to \$127.4 million for the three months ended March 31, 2022. The increase excluding equity-based compensation was primarily due to:

- an increase in sales and marketing expense (excluding equity-based compensation) of \$15.7 million, or 23%, to \$83.7 million for the three months ended March 31, 2023, due primarily to additional headcount and related salaries and benefits expenses added to drive continued incremental sales, as well as additional commission expense and amortization of deferred commissions related to obtaining contracts with customers;
- an increase in research and development expense (excluding equity-based compensation) of \$5.4 million, or 18%, to \$35.4 million for the three months ended March 31, 2023, due primarily to additional headcount and related salaries and benefits expenses added to support continued innovation of our services and acquired products;
- an increase in general and administrative expense (excluding equity-based compensation) of \$8.9 million, or 41%, to \$30.5 million for the three months ended March 31, 2023, due primarily to increased accruals for bad debt and additional headcount and related salaries and benefits expenses to support the larger organization;
- an increase in amortization of acquired intangibles expense of \$0.3 million, or 6%, to \$5.6 million for the three months ended March 31, 2023, due to amortization expense related to intangible assets from 2022 acquisitions; and
- restructuring and transaction-related expense of \$0.1 million for the three months ended March 31, 2023. This represented a decrease of \$2.4 million, or 96%, as compared to expense of \$2.5 million for the three months ended March 31, 2022, which were primarily comprised of costs incurred related to 2021 acquisitions.

Equity-based Compensation Expense. Equity-based compensation expense was \$37.7 million for the three months ended March 31, 2023, a decrease of \$4.8 million, or 11%, as compared to \$42.5 million for the three months ended March 31, 2022, primarily due to slower headcount growth and higher forfeitures of unvested awards.

Other (income) expense, net. Other income was \$14.0 million for the three months ended March 31, 2023, an increase of \$15.4 million, as compared to other expense of \$1.4 million for the three months ended March 31, 2022, primarily due to a TRA remeasurement gain recognized in 2023.

Interest Expense, Net. Interest expense, net was \$9.9 million for the three months ended March 31, 2023, a decrease of \$1.9 million, or 16%, as compared to \$11.8 million for the three months ended March 31, 2022. The decrease was primarily due to increases in deposit rates that drove incremental interest income.

Income Tax Expense. Expense from income taxes for the three months ended March 31, 2023 was \$23.7 million, representing an effective tax rate of 34.8%, as compared to expense from income taxes of \$13.0 million for the three months ended March 31, 2022, representing an effective tax rate of 67.6%. The decrease in the effective tax rate was primarily due to a reduction in non-deductible equity-based compensation in 2023 compared to 2022. The current quarter's effective tax rate largely exceeds the U.S. federal statutory rate due to U.S. state taxes, foreign taxes, non-deductible equity compensation expense, offset by research and development credits.

Liquidity and Capital Resources

As of March 31, 2023, we had \$474.0 million of cash and cash equivalents, \$141.8 million of short-term investments, and \$250.0 million available under our first lien revolving credit facility. We have financed our operations primarily through cash generated from operations.

We believe that our cash flows from operations and existing available cash and cash equivalents, together with our other available external financing sources, will be adequate to fund our operating and capital needs for at least the next 12 months and for the foreseeable future. We are currently in compliance with the covenants under the credit agreements governing our secured credit facilities and we expect to remain in compliance with our covenants.

We generally invoice our subscription customers annually, semi-annually, or quarterly in advance of our subscription services. Therefore, a substantial source of our cash is from such prepayments, which are included on our Consolidated Balance Sheets as unearned revenue. Unearned revenue consists of billed fees for our subscriptions, prior to satisfying the criteria for revenue recognition, which are subsequently recognized as revenue in accordance with our revenue recognition policy. As of March 31, 2023, we had unearned revenue of \$451.4 million, of which \$449.0 million was recorded as a current liability and is expected to be recorded as revenue in the next 12 months, provided all other revenue recognition criteria have been met.

Our cash flows from operations, borrowing availability, and overall liquidity are subject to risks and uncertainties. We may not be able to obtain additional liquidity on reasonable terms, or at all. In addition, our liquidity and our ability to meet our obligations and to fund our capital requirements are dependent on our future financial performance, which is subject to general economic, financial, and other factors that are beyond our control. Accordingly, our business may not generate sufficient cash flow from operations and future borrowings may not be available from additional indebtedness or otherwise to meet our liquidity needs. If we decide to pursue one or more significant acquisitions, we may incur additional debt or sell additional equity to finance such acquisitions, which would result in additional expenses or dilution. See “Risk Factors” in Part I, Item 1A of our 2022 Form 10-K.

Historical Cash Flows

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

(\$ in millions)	Three Months Ended March 31,	
	2023	2022
Net cash provided by (used in) operating activities	\$ 108.6	\$ 105.0
Net cash provided by (used in) investing activities	(19.6)	(8.6)
Net cash provided by (used in) financing activities	(29.3)	(10.3)
Net increase (decrease) in cash and cash equivalents and restricted cash	\$ 59.7	\$ 86.1

Cash Flows from (used in) Operating Activities

Net cash provided by operations was \$108.6 million for the three months ended March 31, 2023 as a result of net income of \$44.5 million, adjusted by non-cash charges of \$104.2 million and the change in our operating assets net of operating liabilities of \$40.1 million. The non-cash charges are primarily comprised of equity-based compensation of \$37.7 million, a decrease in deferred tax assets net of deferred tax liabilities of \$27.9 million, depreciation and amortization of \$20.9 million, amortization of deferred commission costs of \$18.8 million, and provision for bad debt expense of \$6.1 million, partially offset by tax receivable agreement remeasurement of \$10.1 million. The change in operating assets net of operating liabilities was primarily the result of a decrease in accrued expenses and other liabilities of \$34.0 million, an increase in deferred costs and other assets of \$16.4 million, a decrease in accounts payable of \$10.3 million, an increase in prepaid expenses and other current assets of \$9.9 million, partially offset by an increase in unearned revenue of \$31.5 million.

Net cash provided by operations was \$105.0 million for the three months ended March 31, 2022 as a result of a net income of \$6.2 million, adjusted by non-cash charges of \$89.3 million and partially offset by the change in our operating assets net of operating liabilities of \$9.5 million. The non-cash charges were primarily comprised of equity-based compensation of \$42.5 million, depreciation and amortization of \$20.0 million, amortization of deferred commission costs of \$14.1 million, and a decrease in deferred tax assets net of deferred tax liabilities of \$10.7 million. The change in operating assets net of operating liabilities was primarily the result of an increase in unearned revenue of \$41.9 million, and a decrease in accounts receivable of \$20.1 million, partially offset by a decrease in accrued expenses and other liabilities of \$29.4 million, and an increase in deferred costs and other assets of \$18.6 million.

We may continue to make future acquisitions as part of our business strategy which may require the use of capital resources and drive additional future restructuring and transaction-related cash expenditures as well as integration and acquisition-related compensation cash costs. During the three months ended March 31, 2023, and 2022, we incurred the following cash expenditures:

(\$ in millions)	Three Months Ended March 31,	
	2023	2022
Cash interest expense	\$ 18.7	\$ 19.5
Restructuring and transaction-related expenses paid in cash ^(a)	\$ 0.2	\$ 8.0

(a) Represents cash payments directly associated with acquisition or disposal activities, including employee severance and termination benefits, contract termination fees and penalties, and other exit or disposal costs. For the three months ended March 31, 2023, these payments related primarily to legal costs paid related to 2021 and 2022 acquisitions and Waltham sublease costs. For the three months ended March 31, 2022, these payments related primarily to transaction bonuses paid related to 2021 acquisitions.

Future demands on our capital resources associated with our debt facilities may also be impacted by changes in reference interest rates and the potential that we incur additional debt in order to fund additional acquisitions or for other corporate purposes. Future demands on our capital resources associated with transaction expenses and restructuring activities and integration costs and transaction-related compensation will be dependent on the frequency and magnitude of future acquisitions and restructuring and integration activities that we pursue. As part of our business strategy, we expect to continue to pursue acquisitions of, or investments in, complementary businesses from time to time; however, we cannot predict the magnitude or frequency of such acquisitions or investments.

Cash Flows from (used in) Investing Activities

Cash used in investing activities for the three months ended March 31, 2023 was \$19.6 million, consisting of purchases of short-term investments of \$63.6 million, purchases of property and equipment and other assets of \$6.4 million, partially offset by maturities of short-term investments of \$50.4 million.

Cash used in investing activities for the three months ended March 31, 2022 was \$8.6 million, consisting of purchases of short-term investments of \$11.1 million, the purchase of a convertible note receivable of \$10.0 million, and purchases of property and equipment and other assets of \$6.6 million, partially offset by maturities of short-term investments of \$17.0 million, and cash received from prior acquisition deposits of \$2.1 million.

As we continue to grow and invest in our business, we expect to continue to invest in property and equipment and opportunistically pursue acquisitions.

Cash Flows from (used in) Financing Activities

Cash used in financing activities for the three months ended March 31, 2023 was \$29.3 million, primarily comprised of payments relating to the repurchase of common stock of \$21.9 million, payments of taxes related to net share settlement of equity awards of \$4.1 million, payments of debt issuance and modification costs of \$2.0 million, and repayment of debt of \$1.5 million, partially offset by proceeds from exercise of stock options of \$0.2 million.

Cash used in financing activities for the three months ended March 31, 2022 was \$10.3 million, primarily comprised of payments related to our tax receivable agreements of \$5.0 million, payments of taxes related to net share settlement of equity awards of \$3.8 million, payments of deferred consideration of \$1.1 million, payments of issuance fees from prior transactions of \$0.7 million, partially offset by proceeds from exercise of stock options of \$0.3 million.

Refer to Note 8 - Financing Arrangements of our consolidated financial statements for additional information related to each of our borrowings.

Debt Obligations

As of March 31, 2023, the Company has a remaining balance of \$598.5 million with respect to its first lien term loans. The Company is obligated to make principal payments in the amount of 0.25% of the aggregate outstanding amount each quarter, with the remaining balance due at the contractual maturity date of February 28, 2030. As of March 31, 2023, the aggregate remaining balance of \$650.0 million of 3.875% Senior Notes is due, in its entirety, at the contractual maturity date of February 1, 2029. Interest on the Senior Notes is payable semi-annually in arrears beginning on August 1, 2021. The foregoing currently represent the only existing required future debt principal repayment obligations that will require future uses of the Company's cash.

The first lien term debt has a variable interest rate whereby the Company can elect to use a Base Rate or SOFR plus an applicable rate. The applicable rate is 1.75% for Base Rate loans or 2.75% for SOFR loans, plus a credit spread adjustment of 0.1%, depending on the Company's leverage. The first lien revolving credit facility, which had no amount outstanding as of March 31, 2023, has a variable interest rate whereby the Company can elect to use a Base Rate or SOFR plus an applicable rate. The applicable margin is 1.00% to 1.25% for Base Rate loans or 2.10% to 2.35% for SOFR loans, depending on the Company's leverage. The effective interest rate on the first lien debt was 7.36% and 7.38% as of March 31, 2023 and December 31, 2022, respectively.

Our total net leverage ratio to Adjusted EBITDA is defined as total contractual maturity of outstanding indebtedness less cash and cash equivalents, restricted cash, and short-term investments, divided by trailing twelve months Adjusted EBITDA. Adjusted EBITDA for the 12 months ended March 31, 2023 was \$491.4 million. Our total net leverage ratio to Adjusted EBITDA as of March 31, 2023 was 1.3x.

(\$ in millions, except leverage ratios)

Total contractual maturity of outstanding indebtedness	\$	1,248.5
Less: Cash and cash equivalents, restricted cash, and short-term investments		625.6
Net Debt	\$	622.9
Trailing Twelve Months (TTM) Adjusted EBITDA	\$	491.4
Total net leverage ratio to Adjusted EBITDA		1.3x

Our consolidated first lien net leverage ratio is defined in the agreement governing our existing first lien credit facilities (the "First Lien Credit Agreement") as total contractual maturity of outstanding First Lien indebtedness less cash and cash equivalents and short-term investments, divided by trailing twelve months Cash EBITDA (defined as Consolidated EBITDA in our Credit Agreements). Cash EBITDA differs from Adjusted EBITDA due to certain defined add-backs, including cash generated from changes in unearned revenue; see table below for reconciliation. Cash EBITDA for the 12 months ended March 31, 2023 was \$535.4 million. Our consolidated first lien net leverage ratio as of March 31, 2023 was -0.0x.

(\$ in millions, except leverage ratios)

Total contractual maturity of First Lien indebtedness	\$	598.5
Less: Cash and cash equivalents, and short-term investments		615.8
Net Debt	\$	(17.3)
Trailing Twelve Months (TTM) Cash EBITDA	\$	535.4
Consolidated first lien net leverage ratio		-0.0x

Our total net leverage ratio to Cash EBITDA (defined as Consolidated EBITDA in our Credit Agreements) is defined as total contractual maturity of outstanding indebtedness less cash and cash equivalents, restricted cash, and short-term investments, divided by trailing twelve months Cash EBITDA. Cash EBITDA for the 12 months ended March 31, 2023 was \$535.4 million. Our total net leverage ratio to Cash EBITDA as of March 31, 2023 was 1.2x.

(\$ in millions, except leverage ratios)

Total contractual maturity of outstanding indebtedness	\$	1,248.5
Less: Cash and cash equivalents, restricted cash, and short-term investments		625.6
Net Debt	\$	622.9
Trailing Twelve Months (TTM) Cash EBITDA	\$	535.4
Total net leverage ratio to Cash EBITDA		1.2x

	Trailing Twelve Months as of March 31, 2023	
<i>(in millions)</i>		
Net income (loss)	\$	101.4
Add: Expense from income taxes		142.2
Add: Interest expense, net		45.7
Add: Loss on debt modification and extinguishment		2.2
Add: Depreciation		19.0
Add: Amortization of acquired technology		47.5
Add: Amortization of other acquired intangibles		22.2
EBITDA	\$	380.3
Add (less): Other expense (income), net ^(a)		(81.8)
Add: Impact of fair value adjustments to acquired unearned revenue ^(b)		1.0
Add: Equity-based compensation expense		187.6
Add: Restructuring and transaction related expenses ^(c)		1.6
Add: Integration costs and acquisition-related expenses ^(d)		2.7
Adjusted EBITDA	\$	491.4
Add: Unearned revenue adjustment		37.4
Add (less): Cash rent adjustment		2.8
Add (less): Other lender adjustments		3.7
Cash EBITDA	\$	535.4

(a) Primarily represents revaluations on tax receivable agreement liability and foreign exchange remeasurement gains and losses.

(b) Represents the impact of fair value adjustments to acquired unearned revenue relating to services billed by an acquired company prior to our acquisition of that company. These adjustments represent the difference between the revenue recognized based on management's estimate of fair value of acquired unearned revenue and the receipts billed prior to the acquisition less revenue recognized prior to the acquisition.

(c) Represents costs directly associated with acquisition or disposal activities, including employee severance and termination benefits, contract termination fees and penalties, and other exit or disposal costs. For the trailing twelve months ended March 31, 2023, this expense related primarily to cost incurred pursuant to the 2021 and 2022 acquisitions.

- (d) Represents costs directly associated with integration activities for acquisitions and acquisition-related compensation, which includes transaction bonuses and retention awards. For the trailing twelve months ended March 31, 2023, this expense related primarily to transition and retention payments pursuant to the 2021 and 2022 acquisitions. This expense is included in cost of service, sales and marketing expense, research and development expense, and general and administrative expense as follows:

<i>(in millions)</i>	Trailing Twelve Months as of March 31, 2023	
Cost of service	\$	0.1
Sales and marketing		0.4
Research and development		2.0
General and administrative		0.2
Total integration costs and acquisition-related compensation	\$	<u>2.7</u>

In addition, the credit agreement governing our first lien term loan contains restrictive covenants that may limit our ability to engage in activities that may be in our long-term best interest. These restrictive covenants include, among others, limitations on our ability to pay dividends or make other distributions in respect of, or repurchase or redeem, capital stock, prepay, redeem, or repurchase certain debt, make acquisitions, investments, loans, and advances, or sell or otherwise dispose of assets. Our failure to comply with those covenants could result in an event of default which, if not cured or waived, could result in the acceleration of substantially all of our debt. The Company may be able to incur substantial additional indebtedness in the future. The terms of the credit agreements governing our first lien term loan limit, but do not prohibit, the Company from incurring additional indebtedness, and the additional indebtedness incurred in compliance with these restrictions could be substantial. These restrictions will also not prevent the Company from incurring obligations that do not constitute "Indebtedness" as defined in the agreements governing our indebtedness.

Tax Receivable Agreements

We have entered into two tax receivable agreements. We entered into (i) the Exchange Tax Receivable Agreement with certain Pre-IPO OpCo Unitholders and (ii) the Reorganization Tax Receivable Agreement with the Pre-IPO Blocker Holders. These tax receivable agreements provide for the payment by members of the ZoomInfo Tax Group to such Pre-IPO Owners and certain Pre-IPO HoldCo Unitholders of 85% of the benefits, if any, that the ZoomInfo Tax Group is deemed to realize (calculated using certain assumptions) as a result of certain tax attributes and benefits covered by the tax receivable agreements.

The tax attributes and benefits covered by the Exchange Tax Receivable Agreements include (i) the ZoomInfo Tax Group's allocable share of existing tax basis acquired in the IPO and (ii) increases in the ZoomInfo Tax Group's allocable share of existing tax basis and tax basis adjustments that will increase the tax basis of the tangible and intangible assets of the ZoomInfo Tax Group as a result of sales or exchanges of OpCo Units for shares of Common Stock after the IPO, and certain other tax benefits, including tax benefits attributable to payments under the Exchange Tax Receivable Agreement.

The tax attributes and benefits covered by the Reorganization Tax Receivable Agreement include certain tax attributes of the Blocker Companies (including the ZoomInfo Tax Group's allocable share of existing tax basis acquired in the Reorganization Transactions), and certain other tax benefits, including tax benefits attributable to payments under the Reorganization Tax Receivable Agreement.

In each case, these increases in existing tax basis and tax basis adjustments generated over time may increase the ZoomInfo Tax Group's depreciation and amortization deductions for tax purposes and, therefore, may reduce the amount of tax that the ZoomInfo Tax Group would otherwise be required to pay in the future, although the IRS may challenge all or part of the validity of that tax basis, and a court could sustain such a challenge.

The ZoomInfo Tax Group's allocable share of existing tax basis acquired in the IPO and the increase in the ZoomInfo Tax Group's allocable share of existing tax basis and the tax basis adjustments upon exchanges of OpCo Units for shares of Common Stock may also decrease gains (or increase losses) on future dispositions of certain capital assets to the extent tax basis is allocated to those capital assets. The ZoomInfo Tax Group expects to benefit from the remaining 15% of realized cash tax benefits.

For purposes of the tax receivable agreements, the realized cash tax benefits will be computed by comparing the actual income tax liability of the ZoomInfo Tax Group (calculated with certain assumptions) to the amount of such taxes that the ZoomInfo Tax Group would have been required to pay had the tax receivable agreements not been entered into and had there been no existing tax basis, no anticipated tax basis adjustments of the assets of the ZoomInfo Tax Group as a result of exchanges, and no utilization of certain tax attributes of the Blocker Companies (including the Blocker Companies' allocable share of existing tax basis). The term of each tax receivable agreement will continue until all such tax benefits have been utilized or expired, unless (i) ZoomInfo Tax Group exercises its right to terminate one or both tax receivable agreements for an amount based on the agreed payments remaining to be made under the agreement, (ii) ZoomInfo Tax Group breaches any of its material obligations under one or both tax receivable agreements in which case all obligations (including any additional interest due relating to any deferred payments) generally will be accelerated and due as if ZoomInfo Tax Group had exercised its right to terminate the tax receivable agreements, or (iii) there is a change of control of ZoomInfo Tax Group, in which case the Pre-IPO Owners may elect to receive an amount based on the agreed payments remaining to be made under the agreement determined as described above in clause (i). Estimating the amount of payments that may be made under the tax receivable agreements is by its nature imprecise, insofar as the calculation of amounts payable depends on a variety of factors. The amount of existing tax basis and the anticipated tax basis adjustments, as well as the amount and timing of any payments under the tax receivable agreements, will vary depending upon a number of factors, including our blended federal and state tax rate, the amount and timing of our income, and situations where no net benefit is received from the tax attributes.

We expect that as a result of the size of the ZoomInfo Tax Group's allocable share of existing tax basis acquired in the IPO, the increase in the ZoomInfo Tax Group's allocable share of existing tax basis and the tax basis adjustment of the tangible and intangible assets of the ZoomInfo Tax Group upon the exchange of OpCo Units for shares of Common Stock and our expected utilization of certain tax attributes, the payments that ZoomInfo Tax Group may make under the tax receivable agreements will be substantial. As of March 31, 2023, the Company had a liability of \$2,968.6 million related to its projected obligations under the Tax Receivable Agreements in connection with the Reorganization Transactions and OpCo Units. During the three months ended March 31, 2023, no payment was made pursuant to the Tax Receivable Agreements. During the three months ended March 31, 2022, we paid a total of \$5.0 million, pursuant to the Tax Receivable Agreements. The payments under the tax receivable agreements are not conditioned upon continued ownership of us by the exchanging holders of OpCo Units. Refer to Note 15 - Tax Receivable Agreements to our unaudited consolidated financial statements included in Part I, Item 1 of this Form 10-Q for additional information.

Share Repurchase Program

In March 2023, the Board of Directors authorized a program to repurchase up to \$100.0 million of the Company's Common Stock (the "Share Repurchase Program"). Under the Share Repurchase Program, shares of Common Stock may be repurchased from time to time through open market transactions in compliance with applicable securities laws. The timing, manner, price and amount of any repurchases, as well as the capital resources to fund the repurchases, are determined by the Company at its discretion and depend on a variety of factors, including legal requirements, price and economic and market conditions.

Contractual Obligations and Commitments

As of March 31, 2023, we had additional operating leases for office space that have not yet commenced with anticipated undiscounted future lease payments of \$340.6 million. Refer to Note 13 - Leases of the notes to our unaudited consolidated financial statements included elsewhere in this Quarterly Report on Form 10-Q for further details.

Except as set forth above and in Note 11 - Commitments and Contingencies of the notes to our unaudited consolidated financial statements included elsewhere in this Quarterly Report on Form 10-Q, there have been no material changes outside of the ordinary course of business in the contractual obligations and commitments disclosed in our 2022 Form 10-K.

Critical Accounting Policies and Estimates

Critical accounting policies and estimates are those accounting policies and estimates that are both the most important to the portrayal of our net assets and results of operations and require the most difficult, subjective or complex judgments, often as a result of the need to make estimates about the effect of matters that are inherently uncertain. These estimates are developed based on historical experience and various other assumptions that we believe to be reasonable under the circumstances. Critical accounting estimates are accounting estimates where the nature of the estimates is material due to the levels of subjectivity and judgment necessary to account for highly uncertain matters or the susceptibility of such matters to change and the impact of the estimates on financial condition or operating performance is material.

There have been no material changes to our critical accounting policies and estimates as compared to the critical accounting policies and estimates described under “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in Part II, Item 7 of our 2022 Form 10-K.

Recently Issued Accounting Pronouncements

Refer to Note 2 - Basis of Presentation and Summary of Significant Accounting Policies of our consolidated financial statements included in Part I, Item 1 of this Form 10-Q regarding recently issued accounting pronouncements.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We have operations in the United States and internationally, and we are exposed to market risk in the ordinary course of business.

Inflation

We do not believe that inflation has had a material direct effect on our business, financial condition, or results of operations. Our business, financial condition, or results of operations may be impacted by macroeconomic conditions, including underlying factors such as inflation. See “Risk Factors - Geopolitical Risks” in Part I, Item 1A of our 2022 Form 10-K for further discussion of the possible impact of these issues on our business. If our costs were to become subject to significant inflationary pressures, we may not be able to fully offset higher costs through price increases and our inability or failure to do so could potentially harm our business, financial condition, and results of operations.

Interest Rate Risk

Our operating results are subject to market risk from interest rate fluctuations on our first lien term loan, which bears a variable interest rate based on SOFR. As of March 31, 2023, the total principal balance outstanding was \$598.5 million. We have implemented a hedging strategy to mitigate the interest rate risk by entering into certain derivative instruments (refer to Note 8 - Financing Arrangements of our consolidated financial statements included in Part I, Item 1 of this Form 10-Q). Based on the outstanding balances and interest rates of our debt as of March 31, 2023, a hypothetical relative increase or decrease in our effective interest rate by 100 basis points or 1% would have caused an immaterial corresponding change over the next 12 months.

Additionally, from time to time, we have redesignated certain cash flow hedging relationships due to repricing of the terms and partial prepayment of the outstanding principal of our first lien term loan since loan inception. As of March 31, 2023, all cash flow hedging relationships are designated as accounting hedges.

Foreign Currency Exchange Rate Risk

To date, our sales contracts have primarily been denominated in U.S. dollars. We have foreign entities established in Israel, Canada, United Kingdom, India and Australia. The functional currency of these foreign subsidiaries is the U.S. dollar. A stronger U.S. dollar could make our solution more expensive outside the United States and therefore reduce demand, while a weaker U.S. dollar could have the opposite effect. Such economic exposure to currency fluctuations is difficult to measure or predict because our sales are influenced by many factors in addition to the impact of currency fluctuations. Monetary assets and liabilities of the foreign subsidiaries are re-measured into U.S. dollars at the exchange rates in effect at the reporting date, non-monetary assets and liabilities are re-measured at historical rates, and revenue and expenses are re-measured at average exchange rates in effect during each reporting period. Foreign currency transaction gains and losses are recorded to non-operating income (loss). As the impact of foreign currency exchange rates has not been material to our historical results of operations, we have not entered into derivative or hedging transactions, but we may do so in the future if our exposure to foreign currency becomes more significant.

Credit Risk

Our financial instruments that are exposed to concentrations of credit risk consist primarily of cash and cash equivalents, and trade and other receivables. We hold cash with reputable financial institutions that often exceed federally insured limits. We manage our credit risk by concentrating our cash deposits with multiple high-quality financial institutions and periodically evaluating the credit quality of those institutions. The carrying value of cash approximates fair value. Our investment portfolio is comprised of highly rated securities with a weighted-average maturity of less than 12 months in accordance with our investment policy which seeks to preserve principal and maintain a high degree of liquidity.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

As of the end of the period covered by this Quarterly Report on Form 10-Q, we carried out an evaluation, under the supervision and with the participation of our management, including our Chief Executive Officer (principal executive officer) and Chief Financial Officer (principal financial officer), of the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”). Based on such evaluation, our principal executive officer and principal financial officer have concluded that our disclosure controls and procedures were effective as of March 31, 2023 to provide reasonable assurance that information to be disclosed by us in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC and such information is accumulated and communicated to management, including our principal executive and principal financial officers or persons performing similar functions, as appropriate to allow timely decisions regarding disclosure. Our disclosure controls and procedures were developed through a process in which our management applied its judgment in assessing the costs and benefits of such controls and procedures, which, by their nature, can provide only reasonable assurance regarding the control objectives. You should note that the design of any system of disclosure controls and procedures is based in part upon various assumptions about the likelihood of future events, and we cannot assure you that any design will succeed in achieving its stated goals under all potential future conditions, regardless of how remote.

Changes in Internal Control Over Financial Reporting

During the quarter ended March 31, 2023, no change in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) occurred that has materially affected, or is 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, do not expect that our disclosure controls or our internal control 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 and instances of fraud, if any, within the Company have been detected. These inherent limitations include the realities that judgments in decision-making can be faulty, and that breakdowns can occur because of a simple error or mistake. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people or by management override of the controls. The design of any system of controls is also based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions; over time, controls may become inadequate because of changes in conditions, or the degree of compliance with policies or procedures may deteriorate. Because of the inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and not be detected.

PART II - OTHER INFORMATION**ITEM 1. LEGAL PROCEEDINGS**

For a description of certain legal and regulatory proceedings, please read “Legal Matters” in Note 11 (Commitments and Contingencies) to our unaudited consolidated financial statements included in Part I, Item 1 of this Form 10-Q, which is incorporated herein by reference.

ITEM 1A. RISK FACTORS

We are subject to various risks that could have a material adverse impact on our financial position, results of operations or cash flows. Although it is not possible to predict or identify all such risks and uncertainties, they may include, but are not limited to, the factors discussed under “Risk Factors” in Part I, Item 1A of our 2022 Form 10-K. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial may also materially adversely affect our financial position, results of operations or cash flows. There have been no material changes to the risk factors included in our 2022 Form 10-K.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS**Issuer Purchases of Equity Securities**

The following table sets forth information with respect to shares of Common Stock purchased by the Company during the periods indicated:

(\$ in millions, except average price per share)

Period	Total Number of Shares Purchased ⁽¹⁾	Weighted Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs ⁽²⁾	Maximum Number (or Approximate Dollar Value) of Shares that May Yet be Purchased Under the Plan or Programs
January 1 through January 31, 2023	—	\$ —	—	\$ —
February 1 through February 28, 2023	9,133	\$ 30.24	—	—
March 1 through March 31, 2023	1,067,234	\$ 23.00	1,058,291	75.7
Total	1,076,367		1,058,291	\$ 75.7

(1) Shares that were not purchased as part of publicly announced plans or programs were acquired through the withholding of shares to satisfy tax withholding obligations incurred upon the vesting of HSKB Phantom Units awarded under the HSKB Funds, LLC 2019 Phantom Unit Plan.

(2) In March 2023, the Board of Directors authorized a program to repurchase up to \$100.0 million of the Company’s Common Stock (the “Share Repurchase Program”). The Share Repurchase Program was announced on March 14, 2023. The Share Repurchase Program has no time limits and could be suspended or discontinued completely at any time.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. OTHER INFORMATION

None.

ITEM 6. EXHIBITS

Exhibits filed or furnished herewith are designated by a cross (+); all exhibits not so designated are incorporated by reference to a prior filing as indicated. Agreements included as exhibits are included only to provide information to investors regarding their terms. Agreements listed below may contain representations, warranties and other provisions that were made, among other things, to provide the parties thereto with specified rights and obligations and to allocate risk among them, and no such agreement should be relied upon as constituting or providing any factual disclosures about ZoomInfo Technologies Inc., any other persons, any state of affairs or other matters.

Exhibit Number	Description	Report or Registration Statement	SEC File or Registration Number	Exhibit Reference
3.1	Second Amended and Restated Certificate of Incorporation of ZoomInfo Technologies Inc.	8-K filed May 19, 2022	001-39310	3.1
3.2	Amended and Restated Bylaws of ZoomInfo NewCo Inc.	8-K filed November 1, 2021	001-39310	3.2
4.1	Indenture, dated as of February 2, 2021, by and among ZoomInfo Technologies LLC, ZoomInfo Finance Corp., the guarantors named on the signature pages thereto, and Wells Fargo National Association, as trustee	8-K filed July 15, 2021	001-39310	4.1
4.2	Supplemental Indenture, dated as of July 15, 2021, by and among ZoomInfo Technologies LLC, ZoomInfo Finance Corp., the guarantors named on the signature pages thereto, and Wells Fargo National Association, as trustee	8-K filed July 15, 2021	001-39310	4.2
4.3	Form of 3.875% Senior Note due 2029 (included in Exhibit 4.1)	8-K filed July 15, 2021	001-39310	4.3
+10.1†	Form of Performance Restricted Stock Unit Agreement under 2020 Omnibus Incentive Plan			
+10.2	Employment Agreement, dated as of April 21, 2023, between ZoomInfo Technologies LLC and Ali Dasdan			
10.3	Amendment No. 5 to First Lien Credit Agreement, dated February 28, 2023, by and among ZoomInfo, LLC (f/k/a DiscoverOrg, LLC), a Delaware limited liability company (the "Borrower"), ZoomInfo Technologies LLC, a Delaware limited liability company (the "Co-Borrower"), ZoomInfo Midco LLC (f/k/a DiscoverOrg Midco, LLC), a Delaware limited liability company ("Holdings"), the other guarantors party thereto, each lender and L/C issuer party thereto, and Morgan Stanley Senior Funding, Inc., as administrative agent, collateral agent and L/C issuer	8-K filed March 2, 2023	001-39310	10.1
+31.1	Certification of Principal Executive Officer pursuant to Exchange Act Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.			
+31.2	Certification of Principal Financial Officer pursuant to Exchange Act Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.			
+32.1*	Certifications of Principal Executive Officer and Principal Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.			
+101.INS	Inline XBRL Instance Document			
+101.SCH	Inline XBRL Taxonomy Extension Schema Document			
+101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document			
+101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document			
+101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document			
+101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document			
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)			

† Management contract or compensatory plan or arrangement.

+ Filed herewith.

* The certifications attached as Exhibit 32.1 that accompany this Quarterly Report on Form 10-Q are not deemed filed with the Securities and Exchange Commission and are not to be incorporated by reference into any filing of ZoomInfo Technologies Inc. under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, whether made before or after the date of this Quarterly Report on Form 10-Q, irrespective of any general incorporation language contained in such filing.

SIGNATURES

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

ZOOMINFO TECHNOLOGIES INC.

By: /s/ P. Cameron Hyzer

Name: P. Cameron Hyzer

Title: Chief Financial Officer

(Principal Financial Officer and Authorized Signatory)

Date: May 1, 2023

**PERFORMANCE STOCK UNIT GRANT NOTICE
UNDER THE
ZOOMINFO TECHNOLOGIES INC.
2020 OMNIBUS INCENTIVE PLAN**

ZoomInfo Technologies Inc. (the “Company”), pursuant to its 2020 Omnibus Incentive Plan, as it may be amended and restated from time to time (the “Plan”), hereby grants to the Participant set forth below the number of performance-vesting Restricted Stock Units set forth below (the “Performance Stock Units”). The Performance Stock Units are subject to all of the terms and conditions as set forth in this Performance Stock Unit Grant Notice (the “Grant Notice”), the Performance Stock Unit Agreement (attached hereto or previously provided to the Participant in connection with a prior grant) (the “Agreement” and together with the Grant Notice, the “Award Agreement”), and in the Plan, all of which are incorporated herein in their entirety. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Plan.

Participant: #####PARTICIPANT_NAME###
Date of Grant: #####GRANT_DATE###
Vesting Commencement Date: #####ALTERNATIVE_VEST_BASE_DATE###
Number of Performance Stock Units: #####TOTAL_AWARDS###
Vesting Schedule:

The Performance Stock Units will be one hundred percent (100%) unvested as of the Date of Grant. Subject to the Participant’s continued Service Relationship (as defined below) with the Company through the Vesting Date (as defined on Exhibit A attached hereto), the Performance Stock Units shall vest on the Vesting Date based on the Company’s achievement of the performance goal(s) set forth and described on Exhibit A hereto. For purposes of this Award Agreement, the term “Service Relationship” means any relationship as a full-time or part-time employee, officer, non-employee director, consultant or advisor of the Company or any successor entity (e.g., a Service Relationship shall be deemed to continue without interruption in the event an individual’s status changes from full-time employee to part-time employee or consultant).

If a Change in Control occurs and the Participant's Service Relationship continues through the Change in Control, the unvested Performance Stock Units shall become vested, upon the Change in Control, as follows: If the closing price payable per share of the Company common stock upon the Change of Control is at least 50% higher than the closing price of the Company's common stock on the Date of Grant, then 100% of the unvested Performance Stock Units through and including the current Performance Year (as defined in Exhibit A) shall vest and any remaining Performance Stock Units scheduled to vest in future Performance Years shall be cancelled. If the price payable per share of the Company common stock upon the Change of Control is less than 50% higher than the closing price of the Company's common stock on the Date of Grant, then all unvested Performance Stock Units shall be cancelled upon the Change in Control.

Dividend Equivalents:

The Performance Stock Units shall be credited with dividend equivalent payments to be paid in cash (without interest) on the corresponding vesting dates, as provided in Section 14(c) (iii) of the Plan.

ZOOMINFO TECHNOLOGIES INC.



By: Henry Schuck
Title: Chief Executive Officer

THE UNDERSIGNED PARTICIPANT ACKNOWLEDGES RECEIPT OF THIS PERFORMANCE STOCK UNIT GRANT NOTICE, THE PERFORMANCE STOCK UNIT AGREEMENT AND THE PLAN, AND, AS AN EXPRESS CONDITION TO THE GRANT OF PERFORMANCE STOCK UNITS HEREUNDER, AGREES TO BE BOUND BY THE TERMS OF THIS PERFORMANCE STOCK UNIT GRANT NOTICE, THE PERFORMANCE STOCK UNIT AGREEMENT AND THE PLAN.

PARTICIPANT¹

###PARTICIPANT NAME###

###ACCEPTANCE DATE###

¹ To the extent that the Company has established, either itself or through a third-party plan administrator, the ability to accept this award electronically, such acceptance shall constitute the Participant's signature hereto.

**PERFORMANCE STOCK UNIT AGREEMENT
UNDER THE
ZOOMINFO TECHNOLOGIES INC.
2020 OMNIBUS INCENTIVE PLAN**

Pursuant to the Performance Stock Unit Grant Notice (the “Grant Notice”) delivered to the Participant (as defined in the Grant Notice), and subject to the terms of this Performance Stock Unit Agreement (this “Performance Stock Unit Agreement”) and the ZoomInfo Technologies Inc. 2020 Omnibus Incentive Plan, as it may be amended and restated from time to time (the “Plan”), ZoomInfo Technologies Inc. (the “Company”) and the Participant agree as follows. Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Plan.

1. **Grant of Performance Stock Units.** Subject to the terms and conditions set forth herein and in the Plan, the Company hereby grants to the Participant the number of Performance Stock Units provided in the Grant Notice (with each Performance Stock Unit representing an unfunded, unsecured right to receive one share of Common Stock). The Company may make one or more additional grants of Performance Stock Units to the Participant under this Performance Stock Unit Agreement by providing the Participant with a new Grant Notice, which may also include any terms and conditions differing from this Performance Stock Unit Agreement to the extent provided therein. The Company reserves all rights with respect to the granting of additional Performance Stock Units hereunder and makes no implied promise to grant additional Performance Stock Units.

2. **Vesting.** Subject to the conditions contained herein and in the Plan, the Performance Stock Units shall vest as provided in the Grant Notice.

3. **Settlement of Performance Stock Units.** Subject to any election by the Committee pursuant to Section 8(d)(ii) of the Plan, including, but not limited to, arranging a mandatory “sell to cover” on Participant’s behalf (without further authorization), the Company will deliver to the Participant, without charge, as soon as reasonably practicable (and, in any event, within two and one-half months) following the applicable vesting date, one share of Common Stock for each Performance Stock Unit (as adjusted under the Plan, as applicable) which becomes vested hereunder and such vested Performance Stock Unit shall be cancelled upon such delivery. The Company shall either (a) deliver, or cause to be delivered, to the Participant a certificate or certificates therefor, registered in the Participant’s name or (b) cause such shares of Common Stock to be credited to the Participant’s account at the third party plan administrator. Notwithstanding anything in this Performance Stock Unit Agreement to the contrary, the Company shall have no obligation to issue or transfer any shares of Common Stock as contemplated by this Performance Stock Unit Agreement unless and until such issuance or transfer complies with all relevant provisions of law and the requirements of any stock exchange on which the Company’s shares of Common Stock are listed for trading.

4. **Treatment of Performance Stock Units Upon Termination.** The provisions of Section 8(c)(ii) of the Plan are incorporated herein by reference and made a part hereof.

5. **Company; Participant.**

(a) The term “Company” as used in this Performance Stock Unit Agreement with reference to employment shall include the Company and its Subsidiaries.

(b) Whenever the word “Participant” is used in any provision of this Performance Stock Unit Agreement under circumstances where the provision should logically be construed to apply to the executors, the administrators, or the person or persons to whom the Performance Stock Units may be transferred in accordance with Section 14(b) of the Plan, the word “Participant” shall be deemed to include such person or persons.

6. **Non-Transferability.** The Performance Stock Units are not transferable by the Participant except to Permitted Transferees in accordance with Section 14(b) of the Plan. Except as otherwise provided herein, no assignment or transfer of the Performance Stock Units, or of the rights represented thereby, whether voluntary or involuntary, by operation of law or otherwise, shall vest in the assignee or transferee any interest or right herein whatsoever, but immediately upon such assignment or transfer the Performance Stock Units shall terminate and become of no further effect.

7. **Rights as Shareholder.** The Participant or a Permitted Transferee of the Performance Stock Units shall have no rights as a shareholder with respect to any share of Common Stock underlying a Performance Stock Unit unless and until the Participant shall have become the holder of record or the beneficial owner of such share of Common Stock, and no adjustment shall be made for dividends or distributions or other rights in respect of such share of Common Stock for which the record date is prior to the date upon which the Participant shall become the holder of record or the beneficial owner thereof.

8. **Tax Withholding.** The provisions of Section 14(d) of the Plan are incorporated herein by reference and made a part hereof. Without limiting the Company’s rights to satisfy withholding obligations as described under Section 14(d) of the Plan, the Participant hereby authorizes the Company to satisfy the applicable tax withholding obligations from proceeds of the sale of shares of Common Stock issuable in respect of the Performance Stock Units through a mandatory sale arranged by the Company (on Participant’s behalf pursuant to this authorization).

9. **Notice.** Every notice or other communication relating to this Performance Stock Unit Agreement between the Company and the Participant shall be in writing, and shall be mailed to or delivered to the party for whom it is intended at such address as may from time to time be designated by such party in a notice mailed or delivered to the other party as herein provided; provided, that, unless and until some other address be so designated, all notices or communications by the Participant to the Company shall be mailed or delivered to the Company at its principal executive office, to the attention of the Company’s General Counsel or its designee, and all notices or communications by the Company to the Participant may be given to the Participant personally or may be mailed to the Participant at the Participant’s last known address, as reflected in the Company’s records. Notwithstanding the above, all notices and communications between the Participant and any third-party plan administrator shall be mailed, delivered, transmitted or sent in accordance with the procedures established by such third-party plan administrator and communicated to the Participant from time to time.

10. **No Right to Continued Service.** This Performance Stock Unit Agreement does not confer upon the Participant any right to continue as an employee or other service provider to the Company.

11. **Binding Effect.** This Performance Stock Unit Agreement shall be binding upon the heirs, executors, administrators and successors of the parties hereto.

12. **Waiver and Amendments.** Except as otherwise set forth in Section 13 of the Plan, any waiver, alteration, amendment or modification of any of the terms of this Performance Stock Unit Agreement shall be valid only if made in writing and signed by the parties hereto; provided, that any such waiver, alteration, amendment or modification is consented to on the Company's behalf by the Committee. No waiver by either of the parties hereto of their rights hereunder shall be deemed to constitute a waiver with respect to any subsequent occurrences or transactions hereunder unless such waiver specifically states that it is to be construed as a continuing waiver.

13. **Clawback/Forfeiture.** Notwithstanding anything to the contrary contained herein or in the Plan, if the Participant has engaged in or engages in any Detrimental Activity, then the Committee may, in its sole discretion, take actions permitted under the Plan, including: (a) canceling the Performance Stock Units, or (b) requiring that the Participant forfeit any gain realized on the disposition of any shares of Common Stock received in settlement of any Performance Stock Units, and repay such gain to the Company. In addition, if the Participant receives any amount in excess of what the Participant should have received under the terms of this Performance Stock Unit Agreement for any reason (including without limitation by reason of a financial restatement, mistake in calculations or other administrative error), then the Participant shall be required to repay any such excess amount to the Company. Without limiting the foregoing, all or a portion of the Performance Stock Units shall be subject to reduction, cancellation, forfeiture or recoupment to the extent necessary to comply with applicable law or with any clawback policy that may be adopted by the Company in the future including, without limitation, any such policy required to comply with the final SEC rules and/or Nasdaq Stock Market listing standards with respect to recoupment adopted pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act. In the event that any award granted pursuant to this Agreement becomes subject to recoupment pursuant to any policy, the Company may utilize any method of recovery specified in any such policy in connection with any award recoupments required or permitted under any such policy.

14. **Prior Agreements; Restrictive Covenants.** The Participant shall execute and return to the Company a copy of the Restrictive Covenant Agreement attached hereto as Exhibit B.

15. **Governing Law.** This Performance Stock Unit Agreement shall be construed and interpreted in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of law thereof. Notwithstanding anything contained in this Performance Stock Unit Agreement, the Grant Notice or the Plan to the contrary, if any suit or claim is instituted by the Participant or the Company relating to this Performance Stock Unit Agreement, the Grant Notice or the Plan, the Participant hereby submits to the exclusive jurisdiction of and venue in the courts of Delaware.

16. **Plan.** The terms and provisions of the Plan are incorporated herein by reference. In the event of a conflict or inconsistency between the terms and provisions of the Plan and the provisions of this Performance Stock Unit Agreement (including the Grant Notice), the Plan shall govern and control.

17. **Section 409A.** It is intended that the Performance Stock Units granted hereunder shall be exempt from Section 409A of the Code, if applicable, pursuant to the "short-term deferral" rule applicable to such section, as set forth in the regulations or other guidance published by the Internal Revenue Service thereunder.

18. **Imposition of Other Requirements.** The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on the Performance Stock Units and on any shares of Common Stock acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

19. **Electronic Delivery and Acceptance.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

20. **Additional Terms for Non-U.S. Participants.** Notwithstanding anything to the contrary herein, if the Participant resides and/or works outside of the United States, the Participant shall be subject to the Additional Terms and Conditions for Non-U.S. Participants attached hereto as Addendum A and to any Country-Specific Terms and Conditions attached hereto as Addendum B. If the Participant is a citizen or resident of a country (or is considered as such for local law purposes) other than the one in which the Participant is currently residing or working or if the Participant relocates to one of the countries included in the Country-Specific Terms and Conditions after the grant of the Performance Stock Units, the special terms and conditions for such country will apply to the Participant to the extent the Company determines that the application of such terms and conditions is necessary or advisable in order to comply with local law or facilitate the administration of the Plan. The Additional Terms and Conditions for Non-U.S. Participants and the Country-Specific Terms and Conditions constitute part of this Performance Stock Unit Agreement and are incorporated herein by reference.

21. **Entire Agreement.** This Performance Stock Unit Agreement, the Grant Notice and the Plan constitute the entire agreement of the parties hereto in respect of the subject matter contained herein and supersede all prior agreements and understandings of the parties, oral and written, with respect to such subject matter.

ADDENDUM A

ADDITIONAL TERMS AND CONDITIONS FOR NON-U.S. PARTICIPANTS

This Addendum A includes additional terms and conditions that govern the Performance Stock Units granted to the Participant if the Participant works or resides outside of the United States.

Capitalized terms used but not defined herein are defined in the Plan or the Performance Stock Unit Agreement and have the meanings set forth therein.

1. **Termination of Employment.** For purposes of the Performance Stock Unit Agreement and the Plan, including Section 4 of the Performance Stock Unit Agreement and Section 8(c)(ii) of the Plan, the date of the Participant's Termination shall be deemed to be the date on which the Participant ceases to be actively employed by the Service Recipient, which shall not be extended by any notice period, whether mandated or implied under local law during which the Participant is not actually employed (e.g., garden leave or similar leave) or during or for which the Participant receives pay in lieu of notice or severance pay. The Company shall have the sole discretion to determine when the Participant is no longer an employee of the Service Recipient for purposes of the Performance Stock Unit Agreement without reference to any other agreement, written or oral, including the Participant's contract of employment, if applicable.

2. **No Acquired Right.** The Participant acknowledges and agrees that:

(a) The Plan is established voluntarily by the Company, the grant of awards under the Plan is made at the discretion of the Committee and the Plan may be modified, amended, suspended or terminated by the Company at any time. All decisions with respect to future awards, if any, will be at the sole discretion of the Committee.

(b) The Participant is voluntarily participating in the Plan.

(c) The Performance Stock Units (and any similar awards the Company may in the future grant to the Participant, even if such awards are made repeatedly or regularly, and regardless of their amount) and the shares of Common Stock acquired under the Plan (i) are wholly discretionary and occasional, are not a term or condition of employment and do not form part of a contract of employment, or any other working arrangement, between the Participant and the Company, the Service Recipient or any Subsidiary, (ii) do not create any contractual entitlement to receive future awards under the Plan or benefits in lieu thereof and are not intended to replace any pension rights or compensation, as applicable, and (iii) do not form part of normal or expected salary or remuneration for purposes of determining pension payments or any other purposes, including without limitation termination indemnities, severance, resignation, payment in lieu of notice, redundancy, end of service payments, bonuses, long-term service awards, pension or retirement benefits, welfare benefits or similar payments, if applicable.

(d) The Performance Stock Units and the shares of Common Stock acquired under the Plan are not intended to replace any pension rights or compensation.

(e) In the event that the Participant is an employee and the Participant's employer is not the Company, the grant of the Performance Stock Units and any similar awards the Company may grant in the future to the Participant will not be interpreted to form an employment contract or relationship with the Company and, furthermore, the grant of the Performance Stock Units and any similar awards the Company may grant in the future to the Participant will not be interpreted to form an employment contract with the Service Recipient or any Subsidiary.

(f) The future value of the underlying shares of Common Stock is unknown and cannot be predicted with certainty. The Company shall not be liable for any foreign exchange rate fluctuation between the Participant's local currency and the United States Dollar that may affect the value of the Performance Stock Units or the shares of Common Stock.

(g) The Participant shall have no rights, claim or entitlement to compensation or damages as a result of the Participant's cessation of employment or service for any reason whatsoever, whether or not later found to be invalid or in breach of contract or local labor law, insofar as these rights, claim or entitlement arise or may arise from the Participant's ceasing to have rights under the Performance Stock Units as a result of such cessation or loss or diminution in value of the Performance Stock Units or any of the shares of Common Stock issuable under the Performance Stock Units as a result of such cessation, and the Participant irrevocably releases the Company and its Subsidiaries from any such rights, entitlement or claim that may arise. If, notwithstanding the foregoing, any such right or claim is found by a court of competent jurisdiction to have arisen, then, by signing the Performance Stock Unit Agreement, the Participant shall be deemed to have irrevocably waived the Participant's entitlement to pursue such rights or claim.

3. **Foreign Asset/Account and Tax Reporting Requirements; Exchange Controls.** The Participant may be subject to foreign asset/account, exchange control and/or tax reporting requirements as a result of the vesting of the Performance Stock Units, the acquisition, holding and/or transfer of shares of Common Stock or cash (including dividends and the proceeds arising from the sale of shares) from the Participant's participation in the Plan and/or the opening and maintaining of a brokerage or bank account in connection with the Plan. The Participant may be required to report such assets, accounts, account balances and values, any cross-border transactions, and/or related transactions to the applicable authorities in the Participant's country and the Participant may be required to report any acquisition or sale of shares of Common Stock and any taxable income attributable to the Performance Stock Units to the applicable tax authority or other authority in the Participant's country (including on the Participant's annual tax return, if applicable). The Participant may also be required to repatriate sales proceeds or other funds received as a result of the Participant's participation in the Plan to the Participant's country through a designated bank or broker and/or within a certain period of time after receipt. The Participant acknowledges that the Participant is responsible for ensuring compliance with any applicable foreign asset/account, exchange control and tax reporting and other requirements and should consult the Participant's own personal tax and legal advisors, as applicable, on these matters.

4. **Data Protection (Jurisdictions other than European Union/European Economic Area/United Kingdom).**

(a) In order to facilitate the Participant's participation in the Plan and the administration of the Performance Stock Units, it will be necessary for contractual and legal purposes for the Company (or the Service Recipient or their payroll administrators) to collect, hold and process certain personal information and sensitive personal information about the Participant (including, without limitation, the Participant's name, home address, telephone number, date of birth, nationality, social insurance or other identification number and job title and details of the Performance Stock Units and other awards granted, cancelled, exercised, vested, unvested or outstanding and shares of Common Stock held by the Participant). The Participant consents explicitly, willingly, and unambiguously to the Company and the Service Recipient (and their Subsidiaries and payroll administrators) collecting, holding and processing the Participant's personal data and transferring this data (in electronic or other form) by and among, as applicable, the Company, the Service Recipient and the Subsidiaries and other third parties (collectively, the "Data Recipients") insofar as is reasonably necessary to implement, administer and manage the Plan and the Performance Stock Units. The Participant authorizes the Data Recipients to receive, possess, use, retain and transfer the data for the purposes of implementing, administering and managing the Plan and the Performance Stock Units. The Participant understands that the data may be transferred to a broker or third party as may be selected by the Company in the future which is assisting the Company with the implementation, administration and management of the Plan. The Participant understands that the Data Recipients may be located in the United States or elsewhere, and that the Data Recipient's country may have a lower standard of data privacy laws and protections than the Participant's country.

(b) The Data Recipients will treat the Participant's personal data as private and confidential and will not disclose such data for purposes other than the management and administration of the Plan and the Performance Stock Units and will take reasonable measures to keep the Participant's personal data private, confidential, accurate and current. The Participant understands that the data will be held only as long as is necessary to implement, administer and manage the Participant's participation in the Plan.

(c) The Participant understands that the Participant may, at any time, make a request to view the Participant's personal data, require any necessary corrections to it or withdraw the consents herein in writing by contacting the Company and that these rights are subject to legal restrictions but acknowledges that without the use of such data it may not be practicable for the Company to administer the Participant's involvement in the Plan in a timely fashion or at all and this may be detrimental to the Participant and may result in the possible exclusion of the Participant from continued participation with respect to the Performance Stock Units or any future awards under the Plan.

5. **Data Protection (European Union/European Economic Area/United Kingdom).**

(a) In order to facilitate the Participant's participation in the Plan and the administration of the Performance Stock Units, it will be necessary for contractual, legitimate interest and legal purposes for the Company (or the Service Recipient or their payroll administrators) to collect, hold and process certain personal data and, where required for legal purposes with the Participant's freely given consent, any special category personal data about the Participant. Such personal data includes, without limitation, the Participant's name, home address, telephone number, date of birth, nationality, social insurance or other identification number and job title and details of the Performance Stock Units and other awards granted, cancelled, exercised, vested, unvested or outstanding and shares of Common Stock held by the Participant. The Participant hereby acknowledges and agrees to the Company and the Service Recipient (and their Subsidiaries and payroll administrators) collecting, holding and processing the Participant's personal data and transferring this data (in electronic or other form) by and among, as applicable, the Company, the Service Recipient and their Subsidiaries and other third parties (collectively, the "Data Recipients") insofar as is reasonably necessary to implement, administer and manage the Plan and the Performance Stock Units. The Participant understands that the Data Recipients will receive, possess, use, retain and transfer the data for the purposes of implementing, administering and managing the Plan and the Performance Stock Units. The Participant understands that the data may be transferred to a broker or third party as may be selected by the Company in the future which is assisting the Company with the implementation, administration and management of the Plan. The Participant understands that the Data Recipients may be located in the United States or elsewhere, and that the Data Recipient's country may have a different or lower standard of data privacy laws and protections than the Participant's country.

(b) The Data Recipients will treat the Participant's personal data as private and confidential and will not disclose such data for purposes other than the management and administration of the Plan and the Performance Stock Units and will take reasonable measures to keep the Participant's personal data private, confidential, accurate and current. The Participant understands that the data will be held only as long as is necessary to implement, administer and manage the Participant's participation in the Plan and for legal requirements thereafter. The Participant shall notify the Company of any changes to the Participant's personal data.

(c) The Participant understands that the Participant may, at any time, exercise the rights granted to the Participant by the Data Protection Laws (as defined below) and other applicable data protection laws including the right to make a request to access or be provided with a copy of the Participant's personal data, request additional information about the storage and processing of the data, request that the personal data is restricted or otherwise object to its processing by the Company, require any necessary corrections to it or withdraw any consents provided by the Participant in writing by contacting the Company and that these rights are subject to legal restrictions. The Participant acknowledges that without the Company's use of such data it may not be practicable for the Company to administer the Participant's involvement in the Plan in a timely fashion or at all and this may be detrimental to the Participant and may result in the possible exclusion of the Participant from continued participation with respect to the Performance Stock Units or any future awards under the Plan. The Participant is referred to the privacy notice provided by the employing Subsidiary for further information about the processing of the Participant's personal data and rights under applicable data protection laws.

(d) For the purpose of this Section 5, “Data Protection Laws” means any law, enactment, regulation or order concerning the processing of personal data including the Data Protection Act 2018 (“DPA”), the General Data Protection Regulation (Regulation (EU) 2016/679) (the “GDPR”), the GDPR as it forms part of retained EU law (as defined in the European Union (Withdrawal) Act 2018), the Privacy and Electronic Communications Regulations (EC Directive) Regulations 2003 (“PECR”), and any subordinate legislation or statutory codes of practice implemented in connection with the DPA, GDPR, PECR and any law that is intended to supplement, amend or replace the foregoing together with any other applicable law in any jurisdiction that regulates the collection, protection or processing of personal data as may come into effect from time to time.

6. **Withholding; Responsibility for Taxes.** This provision supplements Section 8 of the Performance Stock Unit Agreement and Section 14(d) of the Plan.

For purposes of Section 8 of the Performance Stock Unit Agreement, applicable tax withholding obligations shall include applicable income taxes, employment taxes, social insurance, social security, national insurance contribution, payroll taxes, contributions, levies, payment on account obligations or other amounts (collectively, “Applicable Taxes”) required to be collected, withheld or accounted for with respect to the grant or vesting of the Performance Stock Units. The Participant acknowledges that regardless of any action the Company (or the Service Recipient) takes, the ultimate liability for the Applicable Taxes is and remains the Participant’s responsibility and that the Company (and the Service Recipient) (i) make no representations or undertakings regarding the treatment of any Applicable Taxes in connection with any aspect of the Performance Stock Units, including the grant, vesting or settlement of the Performance Stock Units, and the subsequent sale of any shares of Common Stock acquired at settlement; and (ii) do not commit to structure the terms of the grant or any aspect of the Performance Stock Units to reduce or eliminate the Participant’s liability for any Applicable Taxes. Further, if the Participant is subject to taxation in more than one jurisdiction between the Date of Grant and the date of any relevant taxable or tax withholding event, as applicable, the Participant acknowledges that the Company and/or the Service Recipient (or former Service Recipient, as applicable) may be required to withhold or account for Applicable Taxes (if any) in more than one jurisdiction.

ADDENDUM B

COUNTRY-SPECIFIC TERMS AND CONDITIONS

These Country-Specific Terms and Conditions include additional terms and conditions and disclosures (if any) that govern the Performance Stock Units granted to the Participant under the Plan if the Participant resides or works in one of the countries listed below. Capitalized terms used but not defined in these Country-Specific Terms and Conditions are defined in the Plan or the Performance Stock Unit Agreement and have the meanings set forth therein.

Australia

Offer Document

The information below (the "Offer Document") sets out information regarding the participation of Australian resident employees of the Company and its Australian subsidiaries in the Plan.

Offer Document

Investment in securities involves a degree of risk and there is no guarantee of the future value of, or returns from, securities the Participant may acquire under the Plan. Employees who elect to participate in the Plan should consider all risk factors relevant to the acquisition of securities under the Plan as set out in this document and any associated documents.

The information contained in this document and any associated documents is general information only. It is not advice or information specific to the Participant's objectives, financial situation or needs. Australian employees should consider obtaining their own financial product advice from an independent person who is licensed by the Australian Securities and Investments Commission to give advice about participation in the Plan.

1. OFFER AND TERMS OF PARTICIPATION

This Offer Document relates to an invitation by the Company to eligible employees in Australia to participate in the Plan.

The terms of the Participant's participation are set out in the Plan, the Prospectus, the Performance Stock Unit Agreement and this Offer Document.

By participating in the Plan, the Participant will be bound by terms set out in the Plan, the Prospectus, the Performance Stock Unit Agreement and this Offer Document.

2. HOW CAN A PARTICIPANT ASCERTAIN THE CURRENT MARKET PRICE OF SHARES UNDERLYING THE PERFORMANCE STOCK UNIT AWARD IN AUSTRALIAN DOLLARS?

The Participant could, from time to time, ascertain the market price of a share of Common Stock by obtaining that price from the NASDAQ website, the Company website or The Wall Street Journal, and multiplying that price by a published exchange rate to convert U.S. Dollars into Australian Dollars, to determine the Australian dollar equivalent of that current market price.

3. RISKS OF ACQUIRING AND HOLDING SHARES

Acquiring and holding shares of Common Stock involves risk. These risks include that:

(a) There is no guarantee that the shares of Common Stock will grow in value - they may decline in value. Stock markets are subject to fluctuations and the price of shares can rise and fall, depending upon the Company's performance and other internal and external factors.

(b) There is no assurance that the Company will pay dividends even if its earnings increase.

(c) There are tax implications involved in acquiring and holding shares of Common Stock and the tax regime applying to the Participant may change.

Tax Deferred Scheme. Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies to the scheme (subject to the requirements of applicable Australian tax legislation).

Data Privacy. The following supplements Section 4 of Addendum A of the Performance Stock Unit Agreement:

(i) The Participant understands that recipients of the data described in Section 4 of Addendum A of the Performance Stock Unit Agreement (the "Data") may be located in the United States.

(ii) The Participant understands that, by consenting to the disclosure of the Data to recipients located overseas, Australian Privacy Principle ("APP") 8.1 will not apply to the disclosure and as a result the Company and the Service Recipient will not be accountable under the Privacy Act 1988 (Cth) and the Participant may not be able to seek redress under the Privacy Act 1988 (Cth) in respect of this Data.

(iii) The Participant acknowledges that the privacy policy of the Service Recipient contains information about how the Participant may access the Data about the Participant that it holds and seek the correction of such Data. It also contains information about how the Participant may complain about a breach of the APPs and how the Service Recipient will deal with such a complaint.

Canada (Ontario)

Award Payable Only in Shares

Notwithstanding any discretion in the Plan or anything to the contrary in the Performance Stock Unit Agreement, including Section 8(d) of the Plan, the grant of the Performance Stock Units does not provide the Participant any right to receive a cash payment and the Performance Stock Units may be settled only by delivery of shares of Common Stock.

Securities Law Information

Shares of Common Stock acquired under the Plan are subject to certain restrictions on resale imposed by Canadian provincial and territorial securities laws, as applicable. Notwithstanding any other provision of the Plan to the contrary, any transfer or resale of any shares of Common Stock acquired by the Participant pursuant to the Plan must be in accordance with the resale rules under applicable Canadian provincial and territorial securities laws, including Ontario Securities Commission Rule 72-503 Distributions Outside Canada (“72-503”), if the Participant is a resident in the Province of Ontario. In Ontario, the prospectus requirement does not apply to the first trade of shares of Common Stock issued in connection with the Performance Stock Units, provided the conditions set forth in section 2.8 of 72-503 are satisfied. The shares of Common Stock acquired under the Plan may not be transferred or sold in Canada or to a Canadian resident other than in accordance with applicable provincial or territorial securities laws. The Participant is advised to consult the Participant’s own legal advisor prior to any resale of shares of Common Stock.

Data Protection

Section 3 of Addendum A of the Performance Stock Unit Agreement is amended to add the following to the end of Section 4(a): In connection therewith, it is possible that personal data may be disclosed to governments, courts or law enforcement or regulatory agencies in that other country in accordance with the laws of that country.

Termination

For purposes of the Performance Stock Unit Agreement and the Plan, including Section 4 of the Performance Stock Unit Agreement and Section 8(c)(ii) of the Plan, the date of the Participant’s Termination shall be deemed to be the date on which the Participant ceases to be actively employed by the Service Recipient, which term “actively employed” shall include any period for which the Participant is deemed to be actively employed for purposes of applicable employment standards legislation, and shall exclude any other period of non-working notice of termination or any notice period, whether mandated or implied under local law during which the Participant is not actually employed (e.g., garden leave or similar leave) or during or for which the Participant receives pay in lieu of notice or severance pay. The Company shall have the sole discretion to determine when the Participant is no longer actively employed for purposes of the Performance Stock Unit Agreement and the Plan without reference to any other agreement, written or oral, including the Participant’s contract of employment, if applicable.

India

Exchange Control Notification

The Participant’s participation in the Plan and purchase of shares of Common Stock is subject to and conditional upon the Participant’s compliance with all applicable laws including but not limited to the (Indian) Foreign Exchange Management Act, 1999 and the regulations thereunder, as amended.

The Participant must repatriate any proceeds from the sale of shares of Common Stock acquired under the Plan and any dividends on such shares to India within the stipulated period. The Participant should consult the Participant’s own advisor with respect to such requirements.

Israel

Additional Terms and Conditions

The Performance Stock Units are granted to the Participant pursuant to the Israeli Appendix to the Plan (the “Israel Appendix”) and are subject to the terms and conditions as stated in the Israel Appendix, the Plan and the Performance Stock Unit Agreement, including this Addendum B. All capitalized terms that are not defined herein shall have the meanings defined in the Plan and the Israel Appendix.

The Participant agrees to be bound by the terms of the Israel Appendix, which describes the requirements for compliance with the “capital gains track” under Section 102 of the Israeli Income Tax Ordinance (New Version) 1961, as now in effect or as hereafter amended (“Section 102”), and the rules promulgated thereunder. The Participant agrees that the Participant’s participation in the Plan is subject to the provisions of Section 102, the Trust Agreement entered into between the Company and the Trustee and the provisions of any ruling obtained by the Company from the ITA; provided however, that notwithstanding the foregoing, the Company, its affiliates and successors are under no duty to take any action or ensure, and no representation or commitment is made, with respect to the qualification of the shares of Common Stock received under the Plan for any particular tax treatment, including as a Capital Gain Award.

Data Privacy

The Participant understands and agrees that the Participant's consent to the data privacy provisions in the General (All Countries) Section also expressly includes possible further transfers of Data thereafter to the recipients described in such section.

UK

Sub-Plan

The Performance Stock Units are granted subject to the Sub-Plan for U.K. Employees and all references to the Plan shall include the Sub-Plan.

Award Payable Only in Common Stock

Notwithstanding any discretion in the Plan or anything to the contrary in the Performance Stock Unit Agreement or the Plan, including Section 8(d) of the Plan, the grant of the Performance Stock Units does not provide the Participant any right to receive a cash payment and the Performance Stock Units may be settled only in shares of Common Stock.

Termination of Service

The Participant has no right to compensation or damages on account of any loss in respect of Performance Stock Units under the Plan where the loss arises or is claimed to arise in whole or part from: (a) the termination of the Participant’s office or employment; or (b) notice to terminate the Participant’s office or employment. This exclusion of liability shall apply however termination of office or employment, or the giving of notice, is caused, and however compensation or damages are claimed. For the purpose of the Plan, the implied duty of trust and confidence is expressly excluded.

Taxes

The Participant agrees to indemnify the Company and the Service Recipient (as applicable) for any Applicable Taxes that may be payable with respect to the full number of shares of Common Stock vested and issued (including those shares of Common Stock that are deemed issued).

Employer NIC

As a condition to the issuance of shares of Common Stock under the Performance Stock Units, the Company may require the Participant to agree to accept all liability for and pay all secondary Class 1 National Insurance Contributions, and (and to the extent lawful for the Participant to bear the cost) any employer's health and social care levy or similar payments, which would otherwise be payable by the Company or the Service Recipient (or any successor or any affiliate employing or previously employing the Participant) with respect to the issuance of shares of Common stock under the Performance Stock Units or any other event giving rise to taxation under the Performance Stock Units (the "Employer NIC"). The Participant agrees that the Participant will execute, within the time period specified by the Company, a joint election (the "Joint Election") provided by the Company and any other consent or elections required to effect the transfer of the Employer NIC. The Participant further agrees to execute such other joint elections and any other consent or elections as may be required between the Participant and any successor to the Company and/or the Service Recipient. The Participant further agrees that the Company and/or the Service Recipient may collect the Employer NIC by any of the means set forth in the Joint Election or other applicable consent or election.

Exhibit A

APPLICABLE PERFORMANCE SHARE UNIT VESTING SCHEDULE AND PERFORMANCE METRICS

Exhibit B

RESTRICTIVE COVENANT AGREEMENT

**ZOOMINFO TECHNOLOGIES
EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT (this “Agreement”) is entered by and between ZoomInfo Technologies LLC, a Delaware limited liability company, on the one hand, and Ali Dasdan (“Executive”), on the other, as of April 21, 2023 (the “Effective Date”). The Company and Executive are referred to herein individually as a “Party” and, collectively, as the “Parties.”

WHEREAS, the Company would like to continue to engage the services of Executive on a full-time basis, and Executive would like to continue to be so engaged;

WHEREAS, the Company and Executive have agreed on terms for such services and compensation therefor; and

WHEREAS, the Company and Executive wish to enter into a formal written agreement to document such relationship in order to set forth, among other matters (a) Executive’s services and compensation therefor, (b) the nature of Executive’s employment by the Company, (c) the Company’s exclusive ownership of and right to designs, inventions, trade secrets, and proprietary and confidential information relating to the Company, and (d) the resolution of all disputes, claims and any other matters in question arising out of or relating to the Parties’ employment relationship.

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Employment Term.** Executive’s employment pursuant to this Agreement shall be effective as of the effective date of the Effective Date and shall continue until terminated as provided in Section 4 below. The period during which Executive is employed by the Company hereunder is hereinafter referred to as the “Employment Term.” The last day of Executive’s employment with the Company is hereinafter referred to as the “Termination Date.”

2. **Title; Duties; Reporting.**

(a) Executive shall continue to be employed by the Company as Chief Technology Officer. Executive’s authority and responsibilities shall be those customary to the role of Chief Technology Officer. Executive’s duties shall include overseeing the Company’s engineering and technology functions, assisting the Chief Executive Officer in executing the Company’s technology development strategies, and performing any such other tasks as may be assigned from time to time by the Chief Executive Officer. Executive shall devote substantially all of Executive’s business time (excluding periods of vacation and other approved leaves of absence) to the performance of his duties with the Company.

(b) During the Employment Term, Executive shall report to the Company’s Chief Executive Officer.

(c) Executive shall devote Executive's best efforts to Executive's performance of Executive's duties hereunder and shall not engage in any other business or employment that would prevent Executive from fully and satisfactorily performing the services required by the Company or that would result in a conflict of interest. Executive shall perform Executive's duties, responsibilities, and functions for the Company to the best of Executive's abilities in a diligent, trustworthy, businesslike, and efficient manner. Executive's duties will be determined by the Company and may include activities for the benefit of the Company's subsidiaries or affiliates. Executive shall perform his duties applying Executive's fiduciary duty to the Company in accordance with laws, the provisions of this Agreement, the Company's organizational documents, and general directives and specific instructions given to Executive by the Company from time to time. Executive will also abide by all Company policies and procedures as may be in effect from time to time, including, without limitation, those set forth in the applicable Employee Handbook.

(d) The principal place of Executive's employment shall be Saratoga, CA or otherwise designated as remote; provided, Executive may be required to travel on Company business and to work out of other of the Company's offices from time to time. Executive may work remotely with prior approval of the Company.

(e) Executive agrees that (i) Executive's title, position, salary, responsibilities, education, professional certifications, and background, as they relate to Executive's employment by the Company under this Agreement, classify Executive as an "Exempt" employee and "Regular Full-Time" for purposes of all state and federal laws that relate to overtime pay and other employment law and policy matters; (ii) Executive shall receive only the compensation and benefits described herein; and (iii) Executive shall not be eligible for or receive any extra overtime or other special payment or compensation under this Agreement, including, without limitation, for hours of work performed outside of regular business hours, on holidays or otherwise.

3. Compensation and Benefits.

(a) **Base Salary.** During the Employment Term, Executive's base salary shall be paid at a rate of 450,000.00 US Dollars per annum (the "Base Salary"), payable in regular installments in accordance with the Company's general payroll practices.

(b) **Annual Performance Bonus.** In respect of each fiscal year of the Company occurring during the Employment Term, Executive shall be eligible for an annual cash incentive bonus (the "Annual Bonus") with a target bonus amount of 50% of the Base Salary (the "Target Bonus Amount"). The actual Annual Bonus amount paid will be based upon the achievement of specific performance for such fiscal year, as approved by the Compensation Committee of the Company's Board of Directors (the "Board") (the "Compensation Committee"). The Annual Bonus shall otherwise be subject to the terms and conditions of the annual bonus plan adopted by the Board or the Compensation Committee, under which bonuses are generally payable to senior executives of the Company, as in effect from time to time. The Annual Bonus shall be paid to Executive at the same time as annual bonuses are generally payable to other senior executives of the Company, but in no event later than March 15th of the calendar year immediately following the calendar year in which the fiscal year to which such Annual Bonus relates ended.

(c) **Other Benefits.** During the Employment Term, Executive shall be entitled to participate in all employee benefit plans, practices, programs and perquisite arrangements provided generally to the most senior executives of the Company, as in effect from time to time (collectively, “Employee Benefit Plans”), on a basis which is no less favorable than is provided to other similarly situated employees of the Company, to the extent consistent with applicable law and the terms of applicable Employee Benefit Plans. The Company reserves the right to amend or cancel any Employee Benefit Plans at any time in its sole discretion, subject to the terms of such Employee Benefit Plan and applicable law.

(d) **Vacation.** During the Employment Term, Executive shall be entitled to paid vacation in accordance with the Company’s vacation policies applicable to Exempt employees, as in effect from time to time. Executive shall obtain advance written approval for vacation from the Company. Executive’s vacation days shall be taken at such time or times during the applicable year as may be mutually agreed upon by Executive and the Company, thereby taking into consideration the needs of the Company and the personal wishes of Executive. The Company reserves the right to grant additional vacation time or to deny any request for vacation or time-off at its sole discretion, unless the leave is for illness or other exigent circumstances or is otherwise authorized by law.

(e) **Withholding Taxes.** All amounts payable to Executive as compensation hereunder, including any bonuses or other monetary incentives, shall be subject to such federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

(f) **Expense Reimbursement.** Executive shall be reimbursed for reasonable out-of- pocket expenses incurred by Executive in the furtherance of the Company’s business, provided Executive obtains all required approvals and submits all required verification as provided by Company policy.

(g) **Equity Compensation.** Executive will be eligible to receive equity awards under the Company’s 2020 Omnibus Incentive Plan (the “OIP”) and to participate in any future long- term incentive programs made generally available to the Company’s senior executives as determined by the Board.

4. **Termination of Employment.**

(a) The Employment Term and Executive’s employment hereunder may be terminated by either the Company or Executive at any time and for any reason; provided, that, unless otherwise provided herein, either party shall be required to give the other party at least 30 days’ advance written notice of any termination of Executive’s employment (and provided further that the Company shall be entitled to pay Executive Base Salary payments in lieu of such notice period). Upon termination of Executive’s employment during the Employment Term, Executive shall be entitled to the compensation and benefits described in this Section and shall have no further rights to any compensation or any other benefits from the Company or any of its affiliates, provided, that Executive’s rights with respect to any equity awards in the Company as may be approved by the Board shall, except as provided in this Section 4, be governed by the terms and conditions of the OIP and/or any other documents pursuant to which such equity awards have been granted.

(b) **Termination by the Company for Cause or by Executive Without Good Reason.** Executive’s employment hereunder may be terminated by the Company for Cause, or by Executive without Good Reason. If Executive’s employment is terminated by the Company for Cause, or by Executive without Good Reason, Executive shall be entitled to receive: (i) any accrued but unpaid Base Salary; and (ii) reimbursement for unreimbursed business expenses properly incurred by Executive ((i) and (ii) together, the “Accrued Amounts”).

(c) **Termination by the Company Without Cause or by Executive for Good Reason.** The Employment Term and Executive's employment hereunder may be terminated by the Company without Cause or by Executive for Good Reason. In the event of such a termination (subject to Section 4(d) below), Executive shall be entitled to receive (A) the Accrued Amounts, and (B) the Severance Amount (as provided below); provided, that Executive shall be entitled to receive the Severance Amount only if (i) Executive has materially complied with, and is in compliance in all material respects with, Sections 5, 6, and 7 of this Agreement, and (ii) Executive executes a general release of all claims and rights that Executive may have against the Company and its related entities and their respective equityholders, members, officers, directors, managers and employees relating to Executive's employment and/or termination, in a form substantially similar to Exhibit A hereto (the "Release") within 45 days following the Termination Date, and does not revoke the Release within any applicable revocation period. The Severance Amount shall equal six months of the Base Salary rate as of the Termination Date, payable in a single lump sum. The cash termination payments described in this Section shall be paid to Executive within 60 days following the Termination Date, provided that if the period during which Executive may sign the Release straddles two calendar years, then such cash termination payments shall be paid to Executive in the second of such calendar years.

(d) **Death or Disability.**

(i) Executive's employment hereunder shall terminate automatically upon Executive's death during the Employment Term, and the Company may terminate Executive's employment on account of Executive's Disability.

(ii) If Executive's employment is terminated during the Employment Term on account of Executive's death or Disability, Executive (or Executive's estate and/or beneficiaries, as the case may be) shall be entitled to receive the Accrued Amounts plus the expected amount of Executive's Annual Performance Bonus for the year in which such termination occurs, pro-rated through the Termination Date.

(e) **Resignation of All Other Positions.** Upon termination of Executive's employment hereunder for any reason, Executive agrees to resign from all positions that Executive holds as an officer or member of a board (or a committee thereof) of the Company or any of its affiliates.

(f) **Section 280G.** Notwithstanding anything in this Agreement to the contrary, if the payments and benefits to be afforded to Executive under Section 4 hereof (the "Severance Benefits") either alone or together with other payments and benefits which Executive has the right to receive from the Company (or any affiliate) would constitute a "parachute payment" under Section 280G of the Internal Revenue Code of 1986, as amended (the "Code"), and but for this Section 4(f), would be subject to the excise tax imposed by Section 4999 of the (the "Excise Tax"), then the Severance Benefits shall be reduced (the "Benefit Reduction") by the minimum amount necessary to result in no portion of the Severance Benefits being subject to the Excise Tax, provided, however, that the Benefit Reduction shall only occur if such reduction would result in Executive's "Net After-Tax Amount" attributable to the Severance Benefits being greater than it would be if no Benefit Reduction was effected. For this purpose, "Net After-Tax Amount" shall mean the net amount of Severance Benefits Executive is entitled to under this Agreement after giving effect to all federal, state and local taxes which would be applicable to such payments and benefits, including but not limited to, the Excise Tax. Nothing contained herein shall result in the reduction of any payments or benefits to which Executive may be entitled upon termination of employment and/or a change in control other than as specified in this Section 4(f), or a reduction in the Severance Benefits below zero.

(g) **Definitions.**

(i) For purposes of this Agreement, “Cause” shall mean: (1) Executive’s willful and continued failure to perform Executive’s duties (other than any such failure resulting from incapacity due to physical or mental illness); (2) Executive’s willful and continued failure to comply with any valid and legal directive of the Board; (3) Executive’s engagement in fraud, embezzlement, or other illegal or gross misconduct, which is, in each case, materially injurious to the Company or its affiliates; (4) Executive’s conviction of or plea of guilty or no contest to a crime that constitutes a felony or a crime that constitutes a misdemeanor involving moral turpitude; (5) Executive’s willful and continued violation of a material policy of the Company; or (6) Executive’s willful and material breach of any material obligation under this Agreement or any other written agreement between Executive and the Company. Except for a failure, breach, or refusal which, by its nature, cannot reasonably be expected to be cured, Executive shall have 20 business days from the delivery of written notice by the Company within which to cure any acts constituting Cause; provided, that if the Company reasonably expects irreparable injury from a delay of 20 business days, the Company may give Executive notice of such shorter period within which to cure as is reasonable under the circumstances, which may include the termination of Executive’s employment without notice and with immediate effect. For purposes of the definition, no act, or failure to act, by Executive shall be considered “willful” unless done, or omitted, by him in bad faith, or without a reasonable belief that such act or omission was in the best interests of the Company and its affiliates.

(ii) For purposes of this Agreement, “Disability” shall mean Executive’s inability, due to physical or mental incapacity, to perform the essential functions of his job for 180 consecutive days. Any question as to the existence of Executive’s Disability as to which Executive and the Company cannot agree shall be determined by a qualified, mutually agreed upon independent physician. The determination of Disability made in writing to the Company and Executive shall be final and conclusive for all purposes of this Agreement.

(iii) For purposes of this Agreement, “Good Reason” shall mean any of the following: (1) any material breach by the Company of any material provision of this Agreement during the employment term without Executive’s written consent; (2) any change in Executive’s title, or any material diminution of Executive’s duties, responsibilities, or status in a manner not consistent with this Agreement, without Executive’s consent; (3) reduction of Executive’s Base Salary, without Executive’s consent; (4) relocation of Executive’s principal place of business that will require Executive to travel a materially greater distance on a regular basis (as compared with Executive’s prior practice) without Executive’s consent; or (5) the failure of a successor in interest to the Company (whether by merger, stock purchase, or acquisition of all or substantially all of the Company’s assets) to assume this Agreement within 15 days of such transaction. Executive cannot terminate Executive’s employment for Good Reason unless Executive has provided written notice to the Company of the existence of the circumstances providing grounds for termination for Good Reason within 30 days of the first occurrence of applicable grounds, and the Company has had a least 30 days from the date on which such notice is provided to cure such circumstances. If the Company fails to cure, and Executive does not resign for Good Reason within 20 days following the expiration of the Company’s cure period, then Executive will be deemed to have waived his right to terminate for Good Reason with respect to the grounds asserted.

5. **Trade Secrets and Confidential Information; Confidentiality of Employment Terms.**

(a) Executive acknowledges and agrees that, as a result of Executive's employment, Executive will have access to trade secrets and other confidential and/or proprietary information of the Company, its customers, clients and vendors ("Trade Secrets and Confidential Information"). Such Trade Secrets and Confidential Information and other such information includes, but is not limited to, any and all: (i) customers, clients and vendors, and client, customer, supplier and vendor lists; (ii) accounting and business methods; (iii) services or products and the marketing of such services and products; (iv) fees, costs and pricing structures; (v) designs; (vi) analyses; (vii) drawings, photographs and reports; (viii) computer software, including operating systems, applications and program listings; (ix) flow charts, manuals and documentation; databases and database access and manipulation methods, tools and software; (xi) inventions, devices, new developments, methods, tools and processes, whether patentable or unpatentable and whether or not reduced to practice; (xii) copyrightable works; (xiii) technology and trade secrets; (xiv) templates, forms and formatting tools; (xv) specifications; (xvi) analysis reporting and analysis methods and processes; and (xvii) all similar and related information, in whatever form. The Company acknowledges that this protection only extends to confidential information and not publicly available and generally known or available information or information not protectable from non-disclosure under the applicable law. Executive agrees that Executive shall not, either directly or indirectly, disclose or use at any time, whether during Executive's employment with the Company or for a period of three years thereafter, any Trade Secrets and Confidential Information, except to the extent that such disclosure or use is necessary for Executive to perform Executive's duties pursuant to this Agreement or otherwise with respect to the Company's business; provided, that in the event of a disclosure of any Trade Secrets and Confidential Information that Executive is requested or demanded to make under the guise of law, Executive must give the Company prompt written notice of any order, subpoena or other notice or information that relates to such a request or demand for disclosure compelled by law such that the Company will have sufficient opportunity to challenge the requested disclosure in advance of disclosure by Executive, and further provided that Executive shall (1) not disclose any more information than the minimum disclosure that is in fact required by law, and (2) cooperate fully with all efforts by the Company to obtain a protective order or similar confidentiality treatment for all such information prior to making any such disclosure.

(b) Executive covenants and agrees that, other than acknowledging the existence of an employer-employee relationship between the Company and Executive and as otherwise required by law (subject to the terms of Section 5(a) above), Executive shall not at any time divulge, directly or indirectly, any of the terms of this Agreement to any person or entity other than Executive's legal counsel and Certified Public Accountant.

(c) Upon the Company's request at any time, or upon the Company's termination of Executive's employment with the Company, Executive will return to the Company all originals and copies of Trade Secrets and Confidential Information. Executive's obligations under this Agreement supplement, but do not supersede, cancel, or limit, other obligations Executive has to the Company or rights or remedies of the Company, including those under the Defend Trade Secrets Act ("DTSA").

(d) Executive acknowledges that the DTSA provides civil and criminal immunity for any disclosure of Trade Secrets and Confidential Information to his attorney, the government, or in a court filing under seal, so long as the purpose is for reporting or investigating a suspected violation of law. Executive further acknowledges that if he files a lawsuit for retaliation by virtue of reporting a suspected violation of the law, he may use Trade Secrets and Confidential Information in that anti-retaliation lawsuit.

6. **Restricted Activities.**

(a) **Non-Solicitation of Customers.** During the Employment Term, without limiting Executive's obligations and duties as an employee under applicable law, and for a period of 24 months running consecutively from the Termination Date (whether Executive's employment is terminated for any reason or no reason), Executive shall not directly or indirectly: (i) solicit or divert any business or any customer (actual or potential) from the Company or assist any person, group or entity in doing so or attempting to do so; or (ii) cause or seek to cause any person, group or entity to refrain from dealing or doing business with the Company or assist any person, group or entity in doing so or attempting to do so.

(b) **Non-Solicitation of Executives.** During the Employment Term, without limiting Executive's obligations and duties as an employee under applicable law, and for a period of 24 months running consecutively from the Termination Date (whether Executive's employment is terminated for any reason or no reason), Executive shall not, directly or indirectly, for Executive's own account or on behalf of any other person or entity, solicit, encourage, entice, or cause, or attempt to solicit, encourage, entice or cause, any employee or contractor of the Company or any Company Party to: (i) breach or modify any provision of such employee's employment agreement with the Company or any Company Party; (ii) reduce or change the quality or quantity or availability of such employee's services to the Company or any Company Party; or (iii) terminate such employee's employment with the Company or any Company Party.

(c) **Non-Competition.** Executive acknowledges and agrees that due to his position and responsibilities with the Company, Executive will have access to Trade Secrets and Confidential Information. Because of the Company's protectable interest, and the good and valuable consideration offered to Executive during the Employment Term, Executive agrees and covenants that during the Employment Term and until the later of 12 months following the Termination Date or 24 months following the effective date of the Company's initial public offering, he will not, directly or indirectly, engage in any "Prohibited Activity" anywhere that the Company does business. Prohibited Activity is defined as any activity Executive engages in that is the same or similar to the business of the Company, including, without limitation, the business of gathering, cataloging, cleansing, filtering, organizing, or providing business contact information, firmographic or technographic information on business organizations, or predictive purchase intent data for use in sales, marketing, or recruiting, or any activity in which Executive contributes Executive's knowledge, directly or indirectly, in whole or in part, as an employee, employer, operator, manager, advisor, consultant, contractor, agent, partner, director, stockholder, officer, volunteer, intern, or any other similar capacity to an entity engaged in the same or similar business of the Company. Prohibited Activity also includes activity that may require or inevitably require disclosure of trade secrets, proprietary information or Trade Secrets and Confidential Information.

(d) **Non-Disparagement.** Executive covenants and agrees that for the longest period legally enforceable, he shall not disparage the image or reputation of the Company or any of its subsidiaries or affiliates and their officers, senior management employees and professional employees. The Company covenants and agrees that it (i) shall not, in any official or Company-sanctioned statement, disparage the image or reputation of Executive; and (ii) shall instruct its officers, directors and senior management employees not to disparage the image or reputation of Executive.

(e) **Permitted Activities.** Notwithstanding any language in this Agreement to the contrary, nothing in this Agreement prohibits or impedes Executive from reporting possible violations of federal law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General, otherwise communicating, cooperating, or filing a complaint with or making other disclosures or complaints to any such agency or entity that are protected under the whistleblower provisions of federal law or regulation; provided, that in each case such communications and disclosures are consistent with applicable law. Executive does not need the prior authorization of the Company to make any such reports or disclosures and Executive is not required to notify the Company that Executive has made such reports or disclosures. Notwithstanding the foregoing, under no circumstance is Executive authorized to disclose any information covered by the Company's attorney-client privilege or attorney work product or the Company's trade secrets without prior written consent of the Company. An individual shall not be held criminally or civilly liable under any U.S. federal or state trade secret law for the disclosure of a trade secret that is made (i) in confidence to a U.S. federal, state, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except pursuant to court order.

(f) In the event that Executive shall breach any of the provisions of Section 6(a)-(d), or in the event that any such breach is threatened by Executive, in addition to and without limiting or waiving any other of the Company's rights under this Agreement or any remedies available to the Company at law or in equity, the Company shall be entitled to immediate injunctive relief in any court, domestic or foreign, having the capacity to grant such relief, without the necessity of posting a bond, to restrain any such breach or threatened breach and to enforce the provisions of these Sections. Executive acknowledges and agrees that there is no adequate remedy at law for any such breach or threatened breach and, in the event that any action or proceeding is brought seeking injunctive relief, Executive shall be estopped from asserting as a defense thereto that there is an adequate remedy at law.

(g) Executive acknowledges and agrees that (i) the foregoing restrictions and the duration and scope thereof as set forth in Section 6(a)-(d) (collectively, the "Restrictions") are agreed with respect to all of the circumstances reasonable and necessary for the protection of the Company and its business, and the Restrictions do not preclude Executive from earning a livelihood, nor do the Restrictions unreasonably impose limitations on Executive's ability to earn a living, (ii) the potential harm to the Company of the non-enforcement of the Restrictions outweighs any harm to Executive of the enforcement of the Restrictions by injunction or otherwise, and (iii) that none of the rights, damages or other consideration set forth in Section 6(c), or any specific enforcement or injunction rights that the Company may have under this Agreement, shall limit, restrict or affect any other rights the Company may have, or any recovery the Company may be entitled to obtain, from any party, under any theory, or with respect to any agreement or relationship, including any such rights or potential recovery the Company may have pursuant to the other provisions of this Agreement.

(h) The Restrictions will be construed as a series of separate covenants, one for each country, city, state, or similar subdivision in any part of the world where the Company does business. If in any judicial proceeding or arbitration, a court or arbitrator refuses to enforce any of these separate covenants (or any part of a covenant), then the unenforceable covenant (or part) will be eliminated from this Agreement to the extent necessary to permit the remaining separate covenants (or portions) to be enforced. In the event that the provisions of this section are deemed to exceed the time, geographic, or scope limitations permitted by law, then the provisions will be reformed to the maximum time, geographic, or scope limitations permitted by law.

7. **Inventions and Patents.**

(a) **Inventions Defined.** “Inventions” means inventions, original works of authorship, developments, concepts, improvements, designs, discoveries, ideas, know-how, trademarks, and trade secrets, whether or not patentable or registrable under copyright or similar laws, that Executive may solely or jointly author, conceive, develop, or reduce to practice.

(b) **Assignment of Inventions and Works Made for Hire.** Executive will promptly make a full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and will assign to the Company, or its designee, all of Executive’s right, title and interest (including all related intellectual property rights and the right to sue and collect payment for past, present and future infringement) in all Inventions that Executive creates during the Employment Term (the “Company Inventions”). In addition, all original works of authorship that are made by Executive (solely or jointly with others) within the scope of and during the period of the Employment Term and that are protectable by copyright are “works made for hire,” as that term is defined in the United States Copyright Act, and, in accordance, the Company will be considered the author of these works. Executive agrees that this assignment includes the present conveyance to the Company of ownership of Inventions that are not yet in existence.

(c) **Exception to Assignments.** Notwithstanding any other provision in this Section to the contrary, Executive is not obligated to assign or offer to assign to the Company any of Executive’s rights, title or interest in an Invention for which no equipment, supplies, facilities or trade secret information of the Company was used and that was developed entirely on Executive’s own time, unless (i) the Invention relates (A) at the time of conception or reduction to practice of the Invention, to the business of the Company, or (B) to the Company’s actual or demonstrably anticipated research or development, or (ii) the Invention results from any work performed by Executive for the Company. This notice is intended to satisfy any applicable requirements of the Revised Code of Washington Section 49.44.140.

(d) **Inventions Retained and Licensed.** Executive has attached to this Agreement a list describing all Inventions that were made by Executive prior to the Employment Term, that relate to the Company’s proposed business, products, or research and development, and that are not assigned to the Company under this Agreement (collectively, “Prior Inventions”). If no list is attached or if no Prior Inventions are listed, Executive represents that there are no Prior Inventions. Furthermore, Executive represents and warrants that the inclusion of any Prior Inventions will not materially affect Executive’s ability to perform all obligations under this Agreement. If, in the course of the Employment Term, Executive incorporates into a the Company product, process or machine an Invention owned by Executive or in which Executive has an interest, the Company is granted a nonexclusive, royalty-free, irrevocable, perpetual, transferrable, worldwide license (with right to sublicense) to make, have modify, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform and otherwise exploit the Invention without restriction of any kind.

(e) **Third-Party Inventions.** Executive will not incorporate any original work of authorship, development, concept, improvement or trade secret owned, in whole or in part, by any third party, into any Company Invention without the Company’s prior written permission.

(f) **Moral Rights.** Any assignment to the Company of the Company Inventions includes all rights of attribution, paternity, integrity, modification, disclosure and withdrawal and any other rights throughout the world that may be known as or referred to as “moral rights,” “artist’s rights,” or the like (collectively, “**Moral Rights**”). To the extent that Moral Rights cannot be assigned under applicable law, Executive hereby waives and agrees not to enforce any and all Moral Rights, including any limitation on subsequent modification, to the extent permitted under applicable law.

(g) **Marketing of the Company Inventions.** The decision whether or not to commercialize or market any Company Invention developed by Executive solely or jointly with others is within the Company’s sole discretion and for the Company’s sole benefit. Neither the Company nor any other entity will pay Executive a royalty as a result of the Company’s efforts to commercialize or market any Company Invention.

(h) **Maintenance of Records.** Executive will keep and maintain adequate and current written records of all the Company Inventions. These records will be in the form of notes, sketches, drawings, electronic files, laboratory notebooks, and any other format that may be specified by the Company. At all times, the records will be available to the Company, and remain the sole property of the Company.

(i) **Further Assurances.** Executive will assist the Company, or its designee, at the Company’s expense, in every proper way to secure and protect the Company’s rights in the Company Inventions and any related copyrights, patents, mask work rights, or other intellectual property rights in any and all countries. Executive will disclose to the Company all pertinent information and data. Executive will execute all applications, specifications, oaths, assignments, and all other instruments that the Company deems necessary in order to apply for and obtain these rights and in order to deliver, assign and convey to the Company, its successors, assigns and nominees the sole and exclusive rights, title and interest in and to the Company Inventions, and any related copyrights, patents, mask work rights or other intellectual property rights. The Company will testify in a suit or other proceeding relating to such the Company Inventions and any rights relating thereto. Executive’s obligation to execute or cause to be executed, when it is in Executive’s power to do so, any instrument or papers will continue after the termination of this Agreement.

8. **Notices.** Any notice provided for herein shall be in writing and shall be deemed to have been given or made when personally delivered or delivered by reputable overnight courier service and deemed delivered in the case of courier service upon confirmation of receipt of the delivery or affirmative rejection thereof.

9. **Severability.** In case any one or more of the provisions contained in this Agreement for any reason shall be held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, any such provision(s) shall be severed, but only to the minimum extent necessary to comply with applicable laws and rules. Such invalidity, illegality or unenforceability shall not affect any other portion of the same provision or of any other provision of this Agreement or any action in any other jurisdiction. In addition to the foregoing, if one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad or unreasonable as to the period, scope or geographical area so as to be unenforceable at law, such provision or provisions shall be modified or substituted by the appropriate judicial or governing body so as to cover the maximum period, scope or geographical area permitted by applicable law.

10. **Complete Agreement.** This Agreement is fully integrated and embodies the complete agreement and understanding between the Parties regarding Executive's employment with the Company and supersedes and preempts any prior understandings, offers, agreements or representations by or between the Parties, written or oral, which may have related to the subject matter hereof in any way. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by both Parties. Any subsequent change or changes in Executive's duties, obligations, rights or compensation will not affect the validity or scope of this Agreement.

11. **No Strict Construction.** The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any party hereto, including the drafter hereof.

12. **Construction.** The headings and enumeration used in this Agreement are for ease of reference only and shall not affect the interpretation of any provision. References to the singular shall include the plural and vice-versa, except when the context requires otherwise. All uses of the word "or" herein are as a logical disjunction unless otherwise specified.

13. **Not a Partnership; Successors and Assigns.** This Agreement forms an employer- employee relationship between Executive, as such, and the Company, as employer, and shall not form or be deemed to form a partnership or joint venture or any other relationship. Executive may not assign Executive's rights or delegate Executive's duties or obligations hereunder without the prior written consent of the Company. This Agreement and the benefit of each agreement and obligations of Executive hereunder may be freely assigned to and enforced by all successors and assigns of the Company, in its sole discretion, and such agreements and obligations shall operate and remain binding notwithstanding the termination of this Agreement.

14. **Company Party Defined.** For purposes of this Agreement, the "Company Parties" collectively (and, individually, a "Company Party") means the Company, and its subsidiaries and affiliates, and each and every other entity which is in control of, controlled by or directly or indirectly under common control with the Company. Any and all such entities and individuals is an intended third-party beneficiary of this Agreement. Should Executive be employed by or transferred to a successor, or to a member, subsidiary, affiliate or other related entity, this Agreement shall continue in full force and effect as part of the terms of Executive's employment.

15. **Choice of Law.** This Agreement, and all of the rights and obligations of the parties hereto in connection with the employment relationship established hereby, shall be governed by and construed in accordance with the substantive laws of the State of Washington without giving effect to principles relating to conflicts of law.

16. **Amendment and Waiver.** The provisions of this Agreement may be amended or waived only with the written consent of both the Company and Executive, and no course of conduct or course of dealing or failure or delay by any party hereto in enforcing or exercising any of the provisions of this Agreement shall affect the validity, binding effect or enforceability of this Agreement or be deemed to be an implied waiver of any provision of this Agreement. No waiver or indulgence by the Company or any Company Party of any failure by Executive to keep or perform any promise or condition of this Agreement shall be a waiver of any preceding or succeeding breach of the same or any other promise or condition. No waiver by the Company or any Company Party of any right shall be construed as a waiver of any other right. No Company Party shall be required to give notice to enforce strict adherence to all terms of this Agreement.

17. **Dispute Resolution.** The parties agree to solely arbitrate all grievances, disputes, claims, or causes of action arising out of this Agreement or Executive's employment with the Company, including claims Executive may have against the Company or against its officers, directors, supervisors, managers, employees or agents, unless arbitration is otherwise prohibited by law. Claims for violation of any federal, state or local statute, including, but not limited to, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Family Medical Leave Act, and the Fair Labor Standards Act, and alleged wage and hour violations, including, but not limited to, claims for overtime, unpaid wages, and claims involving meal and rest breaks shall all be subject to this arbitration clause; provided, that this arbitration clause does not cover claims for sexual harassment or sexual assault brought under federal, state or local law. All claims subject to arbitration shall be settled by final and binding arbitration in accordance with the employment dispute resolution rules of the American Arbitration Association ("AAA") in effect at the time the demand for arbitration is made. Accordingly, the parties are not permitted to pursue court action regarding claims that are subject to arbitration. Such arbitration shall be filed with the AAA and shall be heard before a single neutral arbitrator, who shall be selected as provided in AAA's Rules and Procedures. Any arbitration filed by Executive shall be heard in Vancouver, Washington; provided, that if arbitration in Vancouver, Washington is impractical because Executive's employment for the Company is located more than 100 miles from Vancouver, Washington, the arbitration may be held in the County and State where Executive last resided during Executive's employment for the Company. The Company shall be responsible for the arbitrator's fees and expenses in excess of any reasonable filing fee with the AAA; provided, each party shall pay its own costs and attorneys' fees, if any; provided, further, that if Executive prevails in any dispute regarding Executive's rights under this Agreement, then the Company will reimburse his reasonable legal fees and expenses. The arbitrator shall issue a written decision that contains the essential findings and conclusions on which the decision is based. The arbitrator's remedial authority shall be no greater than that which is available under the statutory or common law theory asserted. Judgment upon any award rendered by the arbitrator may be entered in any court with appropriate jurisdiction. Neither this agreement to arbitrate nor any demand for arbitration shall waive or otherwise affect the Company's right to obtain any provisional remedy, including, without limitation, injunctive relief for unfair competition, the use or unauthorized disclosure or misappropriation of trade secrets, the disclosure of any other confidential information or the violation of the confidentiality or other provisions of Section 6(a)-(d) or Section 7 of this Agreement. Executive and the Company intend and agree that class action and representative action procedures are hereby waived and shall not be asserted, nor will they apply, in any arbitration pursuant to this agreement. EXECUTIVE AND THE COMPANY UNDERSTAND AND ACKNOWLEDGE THAT BY SIGNING THIS AGREEMENT, THE PARTIES ARE GIVING UP THE RIGHT TO A JURY TRIAL AND TO A TRIAL IN A COURT OF LAW.

18. **Cooperation with Regard to Litigation.** Executive agrees to cooperate with the Company during the term of this Agreement and thereafter (including following termination of Executive's employment for any reason or for no reason). Without limiting the foregoing, Executive shall be available to testify on behalf of the Company or its affiliates, in any action, suit or proceeding, whether civil, criminal, administrative or investigative, and to assist the Company or any of its affiliates in any such action, suit or proceeding, by providing information and meeting and consulting with its counsel and representatives. Reasonable out-of-pocket expenses incurred by Executive in compliance with this Section shall be reimbursed by the Company.

19. **Counterparts.** This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement. Any counterpart may be executed by facsimile or electronic signature and such facsimile or electronic signature shall be deemed an original.

20. **Compliance with Section 409A.** Notwithstanding any other provision of this Agreement to the contrary, the provision, time and manner of payment or distribution of all compensation and benefits provided by this Agreement that constitute nonqualified deferred compensation subject to and not exempted from the requirements of Section 409A of the Code (“Section 409A Deferred Compensation”) shall be subject to, limited by and construed in accordance with the requirements of Section 409A and all regulations and other guidance promulgated by the Secretary of the Treasury pursuant to such Section (such Section, regulations and other guidance being referred to herein as “Section 409A”), including the following:

(a) **Separation from Service.** Payments and benefits constituting Section 409A Deferred Compensation otherwise payable or provided pursuant to Section 4 upon Executive’s termination of employment shall be paid or provided only at the time of a termination of Executive’s employment that constitutes a Separation from Service. For the purposes of this Agreement, a “Separation from Service” is a separation from service within the meaning of Treasury Regulation Section 1.409A-1(h).

(b) **Six-Month Delay Applicable to Specified Employees.** If, at the time of a Separation from Service of Executive, Executive is a “specified employee” within the meaning of Section 409A(a)(2)(B)(i) (a “Specified Employee”), then any payments and benefits constituting Section 409A Deferred Compensation to be paid or provided pursuant to Section 4 upon the Separation from Service of Executive shall be paid or provided commencing on the later of (i) the date that is six months after the date of such Separation from Service or, if earlier, the date of death of Executive (in either case, the “Delayed Payment Date”), or (ii) the date or dates on which such Section 409A Deferred Compensation would otherwise be paid or provided in accordance with Section 4. All such amounts that would, but for this Section 20(b), become payable prior to the Delayed Payment Date shall be accumulated and paid on the Delayed Payment Date.

(c) **Stock-Based Awards.** The vesting of any stock-based compensation awards which constitute Section 409A Deferred Compensation and are held by Executive, if Executive is a Specified Executive, shall be accelerated in accordance with this Agreement to the extent applicable; provided, that the payment in settlement of any such awards shall occur on the Delayed Payment Date, to the extent required pursuant to Section 20(b).

(d) **Installments.** Executive’s right to receive any installment payments payable hereunder shall be treated as a right to receive a series of separate payments and, accordingly, each such installment payment shall at all times be considered a separate and distinct payment for purposes of Section 409A.

(e) **Reimbursements.** To the extent that any reimbursements payable to Executive pursuant to this Agreement are subject to the provisions of Section 409A, such reimbursements shall be paid to Executive no later than December 31 of the year following the year in which the cost was incurred; the amount of expenses reimbursed in one year shall not affect the amount eligible for reimbursement in any subsequent year; and executive’s right to reimbursement under this Agreement will not be subject to liquidation or exchange for another benefit.

(f) **Rights of the Company; Release of Liability.** It is the mutual intention of Executive and the Company that the provision of all payments and benefits pursuant to this Agreement be made in compliance with the requirements of Section 409A. To the extent that the provision of any such payment or benefit pursuant to the terms and conditions of this Agreement would fail to comply with the applicable requirements of Section 409A, the Company may, in its sole and absolute discretion and without the consent of Executive, make such modifications to the timing or manner of providing such payment and/or benefit to the extent it determines necessary or advisable to comply with the requirements of Section 409A; provided, that the Company shall not be obligated to make any such modifications. Any such modifications made by the Company shall, to the maximum extent permitted in compliance with the requirements of Section 409A, preserve the aggregate monetary face value of such payments and/or benefits provided by this Agreement in the absence of such modification; provided, that the Company shall in no event be obligated to pay any interest or other compensation in respect of any delay in the provision of such payments or benefits in order to comply with the requirements of Section 409A. Executive acknowledges that (i) the provisions of this Section 20 may result in a delay in the time which payments would otherwise be made pursuant to this Agreement and (ii) the Company is authorized to amend this Agreement, to void or amend any election made by Executive under this Agreement and/or to delay the payment of any monies and/or provision of any benefits in such manner as may be determined by the Company, in its discretion, to be necessary or appropriate to comply with Section 409A (including any transition or grandfather rules thereunder) without prior notice to or consent of Executive. Executive hereby releases and holds harmless the Company, its directors, officers and stockholders from any and all claims that may arise from or relate to any tax liability, penalties, interest, costs, fees or other liability incurred by Executive as a result of the application of Section 409A.

IN WITNESS WHEREOF, the Parties hereto have executed this Employment Agreement as of the date first written above.

THE COMPANY:

ZoomInfo Technologies LLC

By: /s/ Chad Herring

Name: Chad Herring

Title: CHRO

EXECUTIVE:

/s/ Ali Dasdan

**Management Certification Pursuant to
Section 302 of the Sarbanes-Oxley Act of 2002**

I, Henry Schuck, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of ZoomInfo Technologies 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 the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 1, 2023

/s/ Henry Schuck

Henry Schuck

Chief Executive Officer

(Principal Executive Officer)

**Management Certification Pursuant to
Section 302 of the Sarbanes-Oxley Act of 2002**

I, P. Cameron Hyzer, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of ZoomInfo Technologies 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 the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 1, 2023

/s/ P. Cameron Hyzer

P. Cameron Hyzer

Chief Financial Officer

(Principal Financial Officer)

**Certification of CEO and CFO Pursuant to
18 U.S.C. Section 1350,
as Adopted Pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Quarterly Report on Form 10-Q of ZoomInfo Technologies Inc. (the "Company") for the quarterly period ended March 31, 2023 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Henry Schuck, as Chief Executive Officer of the Company, and P. Cameron Hyzer, as Chief Financial Officer of the Company, each hereby certifies, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that, to the best of his knowledge:

- (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 results of operations of the Company.

This certification shall not be deemed "filed" for any purpose, nor shall it be deemed to be incorporated by reference into any filing under the Securities Act of 1933 or the Securities Exchange Act of 1934, regardless of any general incorporation language in such filing.

Date: May 1, 2023

/s/ Henry Schuck

Henry Schuck

Chief Executive Officer

(Principal Executive Officer)

/s/ P. Cameron Hyzer

P. Cameron Hyzer

Chief Financial Officer

(Principal Financial Officer)