

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

FORM 10-Q

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

For the quarterly period ended June 30, 2026
or

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

For the transition period from _____ to _____
Commission File Number 001-39310

ZoomInfo Technologies Inc.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

330 W Columbia Way, Floor 8
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)

N/A
(Former name, former address and former fiscal year, if changed since last report)

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	GTM	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 July 31, 2026, there were 291,110,046 shares of the registrant's common stock outstanding.

ZoomInfo Technologies Inc.
Quarterly Report on Form 10-Q
For the Quarterly Period Ended June 30, 2026

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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. This Quarterly Report on Form 10-Q (this “Form 10-Q”) contains forward-looking statements that reflect our current views with respect to, among other things, our operations and financial performance. These forward-looking statements are included throughout this Form 10-Q, including in the section entitled “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” and relate to matters such as our industry, business strategy, goals and expectations concerning our market position, future operations, margins, profitability, capital expenditures, liquidity and capital resources and other financial and operating information. In some cases, you can identify these forward-looking statements by the use of words such as “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 beliefs and assumptions based on information available to us 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, other factors described under “Risk Factors” in Part I, Item 1A of our Annual Report on Form 10-K of ZoomInfo Technologies Inc. for the fiscal year ended December 31, 2025 as filed with the Securities and Exchange Commission (the “SEC”) on February 12, 2026 (the “2025 Form 10-K”), and in other reports we file from time to time with the SEC:

Risks Related to Our Business and Industry

- 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;
- Over time, we expect to introduce products, features, and services, or otherwise implement pricing and packaging models, which could adversely affect our business, operating results, financial condition, and future prospects;
- We may be unable to attract new customers, renew existing subscriptions, expand subscriptions of current customers, and collect revenue from our customers, which could harm our revenue growth, cash flows, and profitability;
- If we are not able to obtain and maintain accurate, comprehensive, or reliable data, we could experience reduced demand for our products and services, which would have a material adverse effect on our business, results of operations, and financial condition;
- Other technology companies, including various small and medium-sized businesses who focus on B2B sales and marketing intelligence, have become, and larger and better-funded companies with significant resources may shift their existing business models to become, more competitive with us;
- We experience competition from other companies and technologies that allow businesses to gather and aggregate sales, marketing, recruiting, and other data, and we may in the future face competition from prominent large-language-model (LLM) providers and generative AI companies, and any of their competing products and services could provide greater appeal to our customers;
- Our business is, and the markets in which we compete are, rapidly evolving, including with respect to AI and AI-enabled products, which makes it difficult to forecast demand for our services and achieve an optimal resource allocation strategy, as we may not be able to effectively monetize our AI investments;
- Our platform integrates or otherwise works with third-party systems that we do not control;

- Our business could be negatively affected by changes in search engine algorithms, including search engine optimization (SEO), artificial intelligence optimization (AIO) and other traffic-generating arrangements and dynamics;
- We depend on our executive officers and other key employees, and the loss of one or more of these employees or an inability to attract, integrate, and retain these and other highly skilled employees could harm our business;
- Our previous and any future restructuring efforts may not result in the anticipated savings or operational efficiencies we expected, could result in greater total costs and expenses than we estimated, and could disrupt our business;
- If we fail to maintain, upgrade, or implement adequate operational and financial resources, including our IT systems, we may be unable to execute our business plan;
- As we acquire and invest in companies or technologies, we may not realize expected business or financial benefits and the acquisitions or investments could prove difficult to integrate, disrupt our business, dilute stockholder value, and adversely affect our business, results of operations, and financial condition; and
- Sustainability and related reporting obligations expose us to risks that could adversely affect our reputation and performance.

Risks Related to Privacy, Technology, and Security

- Changes in laws, regulations, and public perception concerning data privacy, or changes in the patterns of enforcement of existing laws and regulations, could impact our ability to efficiently gather, process, update, and/or provide some or all of the information we currently provide or the ability of our customers and users to use some or all of our products or services;
- We may be subject to litigation for any variety of claims, which could harm our reputation and adversely affect our business, results of operations, and financial condition;
- 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;
- We may not be able to adequately protect or enforce our proprietary and intellectual property rights in our data or technology;
- Investing in our AI capability introduces risks, which, if realized, could adversely impact our business;
- Our customers or unauthorized parties could use our products and services in a manner that is contrary to our values or applicable law, which could harm our relationships with consumers, customers, or employees or expose us to litigation or harm our reputation;
- Cyber-attacks and security vulnerabilities could result in serious harm to our reputation, business, and financial condition; and
- Technical problems or disruptions that affect our customers' ability to access our services, or the software, internal applications, database, and network systems underlying our services, could damage our reputation and brands and lead to reduced demand for our products and services, lower revenues, and increased costs.

Risks Related to Financial, Accounting and Credit Matters

- We generate revenue from sales of subscriptions to our platform and data, and any decline in demand for the types of products and services we offer would negatively impact our business;
- Our failure to raise additional capital or generate cash flows necessary to expand our operations and invest in new technologies in the future could reduce our ability to compete successfully and harm our results of operations;
- Failure to maintain effective internal controls over financial reporting in accordance with Section 404 of SOX could impair our ability to produce timely and accurate financial statements or comply with applicable regulations and have a material adverse effect on our business;
- Because we recognize subscription revenue over the subscription term, downturns or upturns in new sales and renewals are not immediately reflected in full within our results of operations;
- We anticipate increasing operating expenses in the future, and we may not be able to maintain profitability;

- We have a significant amount of goodwill and intangible assets on our balance sheet, and our results of operations may be adversely affected if we fail to realize the full value of our goodwill and intangible assets;
- We have a substantial amount of debt, which could adversely affect our financial condition and our ability to raise additional capital and prevent us from fulfilling our obligations;
- We may not be able to generate sufficient cash to service all of our indebtedness, and may be forced to take other actions to satisfy our obligations under our indebtedness, which may not be successful;
- Interest rate fluctuations may affect our results of operations and financial condition; and
- Changes in our credit and other ratings could adversely impact our operations and lower our profitability.

Risks Related to Taxation

- We are a multinational organization faced with increasingly complex tax issues in many jurisdictions, and global tax developments may have a material impact to our business, cash flows, tax liabilities and results of operations;
- Changes in tax laws or regulations applicable to our business, including for example, the enactment of the One Big Beautiful Bill Act on July 4, 2025, have in the past, and may in the future, result in a material adverse effect on our results of operations, cash flows and financial condition; and
- Our results of operations may be adversely affected if we are required to collect sales or other related taxes for purchases of our products and services in jurisdictions where we have not historically done so.

Risks Related to Geopolitical and Macroeconomic Factors

- Operations and sales outside the United States expose us to risks inherent in international operations; and
- Global economic uncertainty and catastrophic events, including global pandemics, continued hostilities between the United States and Iran, Russia and Ukraine, and Israel and Hamas, as well as other geopolitical conflicts, have and may disrupt our business and adversely impact our business and future results of operations and financial condition.

Risks Related to Our Organizational Structure

- ZoomInfo Technologies Inc. is a holding company whose only material assets are its ownership interests in ZoomInfo Intermediate Inc. and ZoomInfo Holdings LLC, and accordingly, ZoomInfo Technologies Inc. is dependent upon distributions from ZoomInfo Intermediate Inc. and its subsidiaries to pay taxes, make payments under the Tax Receivable Agreements, and pay dividends;
- ZoomInfo Technologies Inc. is required to pay our Pre-IPO Owners for most of the benefits relating to any additional tax deductions and tax attributes that we may claim as a result of the ZoomInfo Tax Group's share of existing tax basis acquired in the IPO and increases in its share of existing tax basis, including tax basis received in connection with sales or exchanges of units of ZoomInfo Holdings LLC that occurred after the IPO;
- In certain cases, payments under our Tax Receivable Agreements may be accelerated and/or significantly exceed the actual benefits the ZoomInfo Tax Group realizes in respect of the tax attributes subject to such agreements; and
- The acceleration of payments under our Tax Receivable Agreements in the case of certain changes of control may impair our ability to consummate change of control transactions or negatively impact the value received by owners of our common stock.

Risks Related to Ownership of Our Common Stock

- Certain parties to our stockholders agreement continue to have influence over us, and their interests may conflict with ours or yours in the future; and
- Anti-takeover provisions in our organizational documents and Delaware law might discourage or delay acquisition attempts for us that you might consider favorable.

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. Accordingly, we encourage investors and other interested persons to monitor the investor relations portion of our website at <https://ir.zoominfo.com> and to follow our press releases, SEC filings, and public conference calls and webcasts (which are not incorporated herein or otherwise a part of this Form 10-Q). 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 or that can be accessed through our website is not incorporated herein or otherwise a part of this Form 10-Q, and the inclusion of our website address is an inactive textual reference only.

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)

	June 30, 2026	December 31, 2025
	(unaudited)	
Assets		
Current assets:		
Cash and cash equivalents	\$ 147.6	\$ 175.9
Short-term investments	2.5	4.0
Restricted cash, current	13.1	—
Accounts receivable, net of allowance of \$11.4 and \$11.3, respectively	183.8	225.6
Prepaid expenses and other current assets	50.5	48.5
Total current assets	\$ 397.5	\$ 454.0
Restricted cash, non-current	10.3	9.8
Property and equipment, net	174.8	162.6
Operating lease right-of-use assets, net	112.6	113.3
Intangible assets, net	192.7	217.3
Goodwill	1,042.2	1,692.7
Deferred tax assets	3,624.9	3,662.3
Deferred costs and other assets, net of current portion	123.5	127.5
Total assets	\$ 5,678.5	\$ 6,439.5
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable	\$ 14.6	\$ 31.3
Accrued expenses and other current liabilities	119.9	115.1
Unearned revenue, current portion	462.3	474.6
Current portion of tax receivable agreements liability	1.2	—
Current portion of operating lease liabilities	6.6	6.0
Current portion of long-term debt	5.9	5.9
Total current liabilities	\$ 610.5	\$ 632.9
Unearned revenue, net of current portion	2.4	3.2
Tax receivable agreements liability, net of current portion	2,725.2	2,731.9
Operating lease liabilities, net of current portion	247.8	239.2
Long-term debt, net of current portion	1,258.1	1,318.1
Deferred tax liabilities	4.2	3.8
Other long-term liabilities	1.6	1.7
Total liabilities	\$ 4,849.8	\$ 4,930.8
Commitments and Contingencies (Note 9)		
Stockholders' Equity:		
Common stock, par value \$0.01; 3,300,000,000 shares authorized as of June 30, 2026 and December 31, 2025; 292,312,307 and 307,293,985 issued and outstanding as of June 30, 2026 and December 31, 2025, respectively	2.9	\$ 3.0
Preferred stock, par value \$0.01; 200,000,000 shares authorized as of June 30, 2026 and December 31, 2025; zero issued and outstanding as of June 30, 2026 and December 31, 2025	—	—
Additional paid-in capital ("APIC")	1,000.1	1,068.1
Accumulated other comprehensive income ("AOCI")	3.5	1.0
Retained earnings (deficit)	(177.8)	436.6
Total stockholders' equity	\$ 828.7	\$ 1,508.7
Total liabilities and stockholders' equity	\$ 5,678.5	\$ 6,439.5

See accompanying Notes to Consolidated Financial Statements.

ZoomInfo Technologies Inc.

Consolidated Statements of Operations

(in millions, except per share amounts; unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Revenue	\$ 310.4	\$ 306.7	\$ 620.6	\$ 612.4
Cost of revenue:				
Cost of service ⁽¹⁾	46.8	40.1	90.3	77.9
Amortization of acquired technology	6.8	9.4	14.3	18.9
Gross profit	\$ 256.8	\$ 257.2	\$ 516.0	\$ 515.6
Operating expenses:				
Sales and marketing ⁽¹⁾	107.7	106.3	211.0	212.3
Research and development ⁽¹⁾	56.8	44.6	98.9	95.7
General and administrative ⁽¹⁾	58.6	47.3	109.4	93.1
Amortization of other acquired intangibles	5.2	5.3	10.3	10.5
Goodwill impairment	650.5	—	650.5	—
Total operating expenses	\$ 878.8	\$ 203.5	\$ 1,080.1	\$ 411.6
Income (Loss) from operations	\$ (622.0)	\$ 53.7	\$ (564.1)	\$ 104.0
Interest expense, net	14.7	10.7	28.2	20.5
Gain on debt extinguishment	(11.0)	—	(11.0)	—
Other income, net	(7.2)	(14.0)	(7.1)	(13.1)
Income (Loss) before income taxes	\$ (618.5)	\$ 57.0	\$ (574.2)	\$ 96.6
Provision for income taxes	25.2	33.0	40.2	45.8
Net income (loss)	\$ (643.7)	\$ 24.0	\$ (614.4)	\$ 50.8
Net income (loss) per share of common stock:				
Basic	\$ (2.19)	\$ 0.07	\$ (2.06)	\$ 0.15
Diluted	(2.19)	0.07	(2.06)	0.15

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

<i>(in millions)</i>	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Cost of service	\$ 2.5	\$ 2.8	\$ 5.1	\$ 5.6
Sales and marketing	8.1	11.4	16.2	22.8
Research and development	7.0	8.4	14.1	17.0
General and administrative	8.1	7.1	15.8	13.9
Total equity-based compensation expense	\$ 25.7	\$ 29.7	\$ 51.2	\$ 59.3

See accompanying Notes to Consolidated Financial Statements.

ZoomInfo Technologies Inc.

Consolidated Statements of Comprehensive Income

(in millions; unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Net income (loss)	\$ (643.7)	\$ 24.0	\$ (614.4)	\$ 50.8
Other comprehensive income (loss), net of tax:				
Unrealized gain on cash flow hedges	\$ 1.8	\$ 3.9	\$ 4.4	\$ 4.0
Reclassification of realized loss (gain) on settlement of cash flow hedges	0.4	(5.8)	(1.1)	(10.7)
Other comprehensive income (loss), before tax	\$ 2.2	\$ (1.9)	\$ 3.3	\$ (6.7)
Tax effect	(0.5)	0.5	(0.8)	1.7
Other comprehensive income (loss), net of tax	\$ 1.7	\$ (1.4)	\$ 2.5	\$ (5.0)
Comprehensive income (loss)	\$ (642.0)	\$ 22.6	\$ (611.9)	\$ 45.8

See accompanying Notes to Consolidated Financial Statements.

ZoomInfo Technologies Inc.
Consolidated Statements of Changes in Stockholders' Equity
(in millions, except share data; unaudited)

	Common Stock				Retained	Total
	Shares	Amount	APIC	AOCI	earnings (deficit)	stockholders' equity
Balance, December 31, 2025	307,293,985	\$ 3.0	\$ 1,068.1	\$ 1.0	\$ 436.6	1,508.7
Issuance of common stock upon vesting of RSUs	1,995,507	—	—	—	—	—
Shares withheld related to net share settlement	(110,159)	—	(0.9)	—	—	(0.9)
Repurchase of common stock	(13,099,790)	(0.1)	(91.1)	—	—	(91.2)
Net income	—	—	—	—	29.3	29.3
Other comprehensive income	—	—	—	0.8	—	0.8
Equity-based compensation expense	—	—	26.9	—	—	26.9
Balance, March 31, 2026	296,079,543	\$ 2.9	\$ 1,003.0	\$ 1.8	\$ 465.9	\$ 1,473.6
Issuance of common stock upon vesting of RSUs	2,585,598	—	—	—	—	—
Shares withheld related to net share settlement	(99,321)	—	(0.6)	—	—	(0.6)
Repurchase of common stock	(6,253,513)	—	(28.3)	—	—	(28.3)
Net loss	—	—	—	—	(643.7)	(643.7)
Other comprehensive income	—	—	—	1.7	—	1.7
Equity-based compensation expense	—	—	26.0	—	—	26.0
Balance, June 30, 2026	292,312,307	\$ 2.9	\$ 1,000.1	\$ 3.5	\$ (177.8)	\$ 828.7

ZoomInfo Technologies Inc.
Consolidated Statements of Changes in Stockholders' Equity
(in millions, except share data; unaudited) (continued)

	Common Stock						Total stockholders' equity
	Shares	Amount	APIC	AOCI	Retained earnings		
Balance, December 31, 2024	342,027,974	\$ 3.4	\$ 1,362.9	\$ 14.8	\$ 312.4	\$	1,693.5
Issuance of common stock upon vesting of RSUs	1,417,178	—	—	—	—		—
Shares withheld related to net share settlement	(502,692)	—	(5.4)	—	—		(5.4)
Repurchase of common stock	(8,598,274)	(0.1)	(95.8)	—	—		(95.9)
Net income	—	—	—	—	26.8		26.8
Other comprehensive loss	—	—	—	(3.6)	—		(3.6)
Equity-based compensation expense	—	—	30.7	—	—		30.7
Balance, March 31, 2025	334,344,186	\$ 3.3	\$ 1,292.4	\$ 11.2	\$ 339.2	\$	1,646.1
Issuance of common stock upon vesting of RSUs	2,155,151	—	—	—	—		—
Shares withheld related to net share settlement	(61,113)	—	(0.6)	—	—		(0.6)
Repurchase of common stock	(15,876,573)	(0.2)	(147.4)	—	—		(147.6)
Net income	—	—	—	—	24.0		24.0
Other comprehensive loss	—	—	—	(1.4)	—		(1.4)
Equity-based compensation expense	—	—	31.5	—	—		31.5
Balance, June 30, 2025	320,561,651	\$ 3.1	\$ 1,175.9	\$ 9.8	\$ 363.2	\$	1,552.0

See accompanying Notes to Consolidated Financial Statements.

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

	Six Months Ended June 30,	
	2026	2025
Operating activities:		
Net income (loss)	\$ (614.4)	\$ 50.8
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Depreciation and amortization	42.5	43.4
Amortization of debt discounts and issuance costs	1.3	1.2
Amortization of deferred commissions costs	48.6	43.4
Asset impairments and lease abandonment charges	8.7	—
Gain on lease modification	(2.5)	—
Goodwill impairment	650.5	—
Gain on debt extinguishment	(11.0)	—
Equity-based compensation expense	51.2	59.3
Deferred income taxes	36.9	42.6
Tax receivable agreement remeasurement	(5.5)	(13.4)
Provision for bad debt expense	11.3	9.9
Realized loss on disposal of property and equipment	1.0	—
Changes in operating assets and liabilities, net of acquisitions:		
Accounts receivable, net	30.5	44.2
Prepaid expenses and other current assets	1.2	(10.5)
Deferred costs and other assets, net of current portion	(37.1)	(37.6)
Accounts payable	(12.8)	(0.8)
Accrued expenses and other liabilities	14.7	1.2
Unearned revenue	(13.1)	(5.6)
Net cash provided by operating activities	\$ 202.0	\$ 228.1
Investing activities:		
Purchases of investments	\$ (1.0)	\$ (7.0)
Maturities of investments	2.0	0.5
Purchases of property and equipment and other assets	(41.7)	(36.8)
Right-of-use asset initial direct costs	(2.0)	—
Net cash used in investing activities	\$ (42.7)	\$ (43.3)
Financing activities:		
Repayment of debt	\$ (50.1)	\$ (3.0)
Payments of debt issuance and modification costs	(0.1)	—
Proceeds from revolving credit loans	—	100.0
Taxes paid related to net share settlement of equity awards	(1.4)	(6.0)
Repurchase of common stock	(122.4)	(244.3)
Net cash used in financing activities	\$ (174.0)	\$ (153.3)

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

	Six Months Ended June 30,	
	2026	2025
Net increase (decrease) in cash, cash equivalents, and restricted cash	\$ (14.7)	\$ 31.5
Cash, cash equivalents, and restricted cash at beginning of period	185.7	149.0
Cash, cash equivalents, and restricted cash at end of period	\$ 171.0	\$ 180.5
Cash, cash equivalents, and restricted cash at end of period:		
Cash and cash equivalents	\$ 147.6	\$ 171.0
Restricted cash, current	13.1	—
Restricted cash, non-current	10.3	9.5
Total cash, cash equivalents, and restricted cash	\$ 171.0	\$ 180.5
Supplemental disclosures of cash flow information:		
Interest paid in cash	\$ 30.5	\$ 21.8
Supplemental disclosures of non-cash investing activities:		
Property and equipment included in accounts payable and accrued expenses and other current liabilities	\$ 5.2	\$ 4.4
Equity-based compensation included in capitalized software	2.2	2.8

See accompanying Notes to Consolidated Financial Statements.

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

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Note 1 - Business, Basis of Presentation, and Summary of Significant Accounting Policies

Business

ZoomInfo Technologies Inc., through its operating subsidiaries, (the “Company,” “we,” “us,” “our,” and “ZoomInfo”) provides an all-in-one AI go-to-market intelligence and engagement platform for sales, marketing, operations, and recruiting professionals. 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.

The Company’s headquarters is located in Vancouver, Washington, and we have additional offices throughout the United States, and offices internationally in Israel, Canada, the United Kingdom, India, and Ireland.

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 Annual Report on Form 10-K of ZoomInfo Technologies Inc. for the fiscal year ended December 31, 2025 as filed with the Securities and Exchange Commission (the “SEC”) on February 12, 2026 (the “2025 Form 10-K”).

The results of operations for the three and six months ended June 30, 2026 are not necessarily indicative of the operating results that may be expected for the full fiscal year ending December 31, 2026 or any future period.

The accompanying unaudited consolidated financial statements contain all adjustments necessary for a fair statement of financial position as of June 30, 2026, changes in stockholders’ equity and results of operations for the three and six months ended June 30, 2026 and 2025, and cash flows for the six months ended June 30, 2026 and 2025.

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.

Significant Accounting Policies

There have been no material changes to our significant accounting policies from those described in Note 1 - Business, Basis of Presentation, and Summary of Significant Accounting Policies in our 2025 Form 10-K, except as described below.

Note 1 - Business, Basis of Presentation, and Summary of Significant Accounting Policies (continued)

Additionally, during the second quarter of 2026, the Company assessed the potential impairment of its long-lived assets under the ASC 360 recoverability test, concluding no impairment was necessary.

Equity-Based Compensation Expense

Compensation expense for liability-classified awards, settled in a variable number of shares determined by dividing the value earned by each eligible employee by the Company's stock price at settlement, is remeasured at estimated fair value at each reporting date from the service inception date through settlement, with changes in fair value recognized as compensation cost in the period of change. For liability-classified awards with performance conditions, compensation cost is accrued based on management's assessment of the probable level of performance attainment at each reporting date and adjusted as estimates change. If no attainment level is probable, no compensation cost is recognized and previously recognized cost is reversed. Upon settlement, the cumulative liability is reclassified to equity.

Supplemental Financial Statement Information

Prepaid expenses and other current assets primarily consist of prepaid expenses, derivative assets, contract assets, and other current assets. Prepaid expenses were \$25.0 million and \$22.6 million as of June 30, 2026 and December 31, 2025, respectively.

Commissions payable at June 30, 2026 were \$14.4 million, of which the current portion of \$14.1 million was included in *Accrued expenses and other current liabilities* on our Consolidated Balance Sheets and the long-term portion of \$0.3 million was included in *Other long-term liabilities* on our Consolidated Balance Sheets. Commissions payable at December 31, 2025 were \$26.3 million, of which the current portion of \$25.7 million was included in *Accrued expenses and other current liabilities* on our Consolidated Balance Sheets and the long-term portion of \$0.6 million was included in *Other long-term liabilities* on our Consolidated Balance Sheets.

Share Repurchase Program

In March 2023, the Board authorized a program to repurchase the Company's common stock (the "Share Repurchase Program"). In February 2026, the Board authorized an additional \$1.0 billion bringing the aggregate total authorizations as of June 30, 2026 to \$2.6 billion, of which \$1,111.9 million remained available and authorized for repurchases.

Shares of common stock may be repurchased under the Share Repurchase Program from time to time through open market purchases, block trades, private transactions or accelerated or other structured share repurchase programs. The extent to which the Company repurchases shares of common stock, and the timing of such purchases, will depend upon a variety of factors, including market conditions, regulatory requirements and other corporate considerations, as determined by the Company. The Share Repurchase Program may be suspended or discontinued at any time.

During the three months ended June 30, 2026, the Company repurchased and subsequently retired 6,253,513 shares of common stock at an average price of \$4.51 per share, for an aggregate \$28.2 million. During the six months ended June 30, 2026, the Company repurchased and subsequently retired 19,353,303 shares of common stock at an average price of \$6.13 per share, for an aggregate \$118.7 million. During the three months ended June 30, 2025, the Company repurchased and subsequently retired 15,876,573 shares of common stock at an average price of \$9.22 per share, for an aggregate \$146.3 million. During the six months ended June 30, 2025, the Company repurchased and subsequently retired 24,474,847 shares of common stock at an average price of \$9.86 per share, for an aggregate \$241.3 million.

During the three months ended June 30, 2026, and 2025, the Company recorded the associated excise taxes of \$0.1 million and \$1.3 million, respectively. During the six months ended June 30, 2026, and 2025, the Company recorded the associated excise taxes of \$0.9 million and \$2.1 million, respectively.

Note 1 - Business, Basis of Presentation, and Summary of Significant Accounting Policies (continued)***Reclassifications***

Certain reclassifications have been made in the consolidated financial statements to conform previously reported amounts to current year presentation. These reclassifications had no impact on the previously reported net income or comprehensive income.

Restructuring

In May 2026, the Company's Board of Directors approved a restructuring program (the "2026 Restructuring Program") in order to reduce operating costs and drive stronger operating leverage. The 2026 Restructuring Program is anticipated to entail a global reduction in force of approximately 600 employees, impacting approximately 20% of the Company's headcount as of the end of the first quarter of 2026. The 2026 Restructuring Program is expected to be substantially complete by the end of 2026.

During the three and six months ended June 30, 2026, the Company incurred restructuring charges of \$21.6 million related to the 2026 Restructuring Program, consisting primarily of severance and employee benefits as well as other associated costs. Restructuring costs are allocated to the respective financial statement line items on the Consolidated Statements of Operations. During the six months ended June 30, 2026, the Company made cash payments of \$11.6 million related to the 2026 Restructuring Program. The remaining liability of \$10.0 million is included within *Accrued expenses and other current liabilities* on our Consolidated Balance Sheets and expected to be paid through the first quarter of 2027.

Recent Accounting Pronouncements***Recently Issued Accounting Pronouncements***

In November 2025, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2025-09, *Derivatives and Hedging (Topic 815): Hedge Accounting Improvements*, which makes targeted improvements to the hedge accounting model. The amendments address five specific areas, including expanding the hedged risks permitted to be aggregated in groups of forecasted transactions, introducing an optional model for hedging choose-your-rate debt instruments, expanding hedge accounting for forecasted purchases and sales of nonfinancial assets, eliminating the net written option test in certain instances, and eliminating recognition and presentation mismatches for dual hedge strategies. The standard is effective for the Company for annual periods beginning January 1, 2027, and interim periods within those annual periods, with early adoption permitted. The Company does not expect this guidance to have a material impact on its consolidated financial statements.

In September 2025, the FASB issued ASU 2025-06, *Intangibles - Goodwill and Other - Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software*, which removes all references to software development stages (referred to as "project stages") throughout Subtopic 350-40. The standard requires entities to start capitalizing software costs when both of the following occur: (i) management has authorized and committed to funding the software project and (ii) it is probable that the project will be completed and the software will be used to perform the function intended. This standard is effective for the Company for the annual and interim periods beginning January 1, 2028, with early adoption permitted. The Company is currently evaluating the impacts of ASU 2025-06 on its consolidated financial statements as well as the impacts to its financial reporting process and related internal controls.

Note 1 - Business, Basis of Presentation, and Summary of Significant Accounting Policies (continued)

In November 2024, the FASB issued ASU 2024-03, *Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses*, which requires additional disclosure of the nature of expenses included in the income statement. The standard requires disaggregation of certain costs in a separate note to the financial statements, such as the amounts of employee compensation, depreciation, and intangible asset amortization, included in each relevant expense caption in annual and interim consolidated financial statements. This standard will be effective for the Company for the annual period beginning January 1, 2027 and interim period beginning January 1, 2028, with early adoption permitted. In January 2025, the FASB issued ASU 2025-01, *Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-40): Clarifying the Effective Date*. The requirements should be applied on a prospective basis while retrospective application is permitted. The Company is currently evaluating the disclosure impacts of ASU 2024-03 on its consolidated financial statements as well as the impacts to its financial reporting process and related internal controls.

Note 2 - Revenue from Contracts with Customers

Revenue comprised the following service offerings:

(in millions)	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Subscription	\$ 304.7	\$ 302.8	\$ 608.2	\$ 604.7
Usage-based	4.8	2.4	10.2	5.6
Other	0.9	1.5	2.2	2.1
Total revenue	\$ 310.4	\$ 306.7	\$ 620.6	\$ 612.4

Subscription revenue is comprised primarily of go-to-market business intelligence tools that allow our customers to access our software-as-a-service (“SaaS”) to support sales, marketing, and recruiting 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 and is recognized as revenue as services are delivered.

Of the total revenue recognized in the three and six months ended June 30, 2026, \$127.2 million and \$367.6 million, respectively, were included in the unearned revenue balance as of December 31, 2025. Of the total revenue recognized in the three and six months ended June 30, 2025, \$124.8 million and \$367.5 million, respectively, were included in the unearned revenue balance as of December 31, 2024. Revenue recognized from performance obligations satisfied (or partially satisfied) in previous periods was not material.

Note 2 - Revenue from Contracts with Customers (continued)

Significant Customers

No single customer accounted for 10% or more of our revenue for the three and six months ended June 30, 2026 and 2025, or accounted for more than 10% of accounts receivable as of June 30, 2026 and December 31, 2025.

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.

As of June 30, 2026 and December 31, 2025, the Company had contract assets of \$5.1 million and \$5.2 million, respectively, which are recorded within *Prepaid expenses and other current assets* on our Consolidated Balance Sheets.

As of June 30, 2026 and December 31, 2025, the Company had unearned revenue of \$464.7 million and \$477.8 million, respectively. Changes in unearned revenue are primarily due to seasonality, the compounding effects of renewals, invoice duration, invoice timing, transaction size, and new business timing within the quarter.

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 June 30, 2026	\$ 849.3	\$ 322.7	\$ 1,172.0
As of December 31, 2025	887.4	365.0	1,252.4

Note 3 - Investments

Investments consisted of the following as of June 30, 2026:

<i>(in millions)</i>	Amortized Cost	Unrealized Gains	Unrealized Losses	Estimated Fair Value
Corporate debt securities	\$ 0.5	\$ —	\$ —	\$ 0.5
Securities guaranteed by U.S. government	2.5	—	—	2.5
Total investments	\$ 3.0	\$ —	\$ —	\$ 3.0

Note 3 - Investments (continued)

Investments consisted of the following as of December 31, 2025:

(in millions)	Amortized Cost	Unrealized Gains	Unrealized Losses	Estimated Fair Value
Corporate debt securities	\$ 1.5	\$ —	\$ —	\$ 1.5
Securities guaranteed by U.S. government	2.5	—	—	2.5
Total investments	<u>\$ 4.0</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 4.0</u>

Refer to Note 8 - Fair Value for further information regarding the fair value of our financial instruments.

The following table summarizes the estimated fair value of our securities classified as *Short-term investments* or long-term investments (included in *Deferred costs and other assets, net of current portion* on our Consolidated Balance Sheets) based on stated effective maturities as of June 30, 2026 and December 31, 2025:

(in millions)	June 30, 2026	December 31, 2025
Due within one year	\$ 2.5	\$ 4.0
Due after one year through five years	0.5	—
Total	<u>\$ 3.0</u>	<u>\$ 4.0</u>

Note 4 - Property and Equipment

The Company's property and equipment consist of the following:

(in millions)	June 30, 2026	December 31, 2025
Property and equipment, gross	\$ 299.5	\$ 269.0
Less: accumulated depreciation	(124.7)	(106.4)
Property and equipment, net	<u>\$ 174.8</u>	<u>\$ 162.6</u>

Depreciation expense was \$9.1 million and \$6.6 million for the three months ended June 30, 2026 and 2025, respectively. Depreciation expense was \$17.9 million and \$14.0 million for the six months ended June 30, 2026 and 2025, respectively.

Note 5 - Goodwill and Acquired Intangible Assets

The following table presents the changes in the carrying amount of goodwill for the six months ended June 30, 2026:

(in millions)	Total
Balance at December 31, 2025	\$ 1,692.7
Impairment loss	(650.5)
Balance at June 30, 2026	<u>\$ 1,042.2</u>

As of June 30, 2026, accumulated goodwill impairment losses were \$650.5 million. There were no accumulated goodwill impairment losses as of December 31, 2025.

Note 5 - Goodwill and Acquired Intangible Assets (continued)

During the second quarter of 2026, the Company assessed both the events that occurred and circumstances that changed since its latest annual impairment assessment. Based on the totality of those events and circumstances, which included a sustained decrease in share price, industry considerations, and a decline in planned revenues and earnings as a result of key changes in strategy, the Company concluded that, in accordance with ASC 350, a triggering event occurred during the second quarter of 2026 indicating that potential impairment existed. As a result, the Company was required to conduct an interim test.

The Company subsequently determined that the carrying amount of its reporting unit exceeded its fair value, resulting in a goodwill impairment loss of \$650.5 million for both the three and six months ended June 30, 2026, which is presented as a separate line item within operating expenses in the Consolidated Statements of Operations.

The Company estimated the fair value of its reporting unit using an equal weighting of an income approach, employing a discounted cash flow model, and a market approach, employing a guideline public company approach. The discounted cash flow model required the Company to make various assumptions regarding the timing and amount of cash flows, including growth rates, operating margins and capital expenditures, as well as the terminal value, of the Company at the end of the projection period. The terminal value was estimated using a long-term growth rate, which was based on expected trends and inflation data. Additionally, a discount rate was determined for the reporting unit based on the risks of achieving the future cash flows, including risk applicable to the industry and market as a whole, as well as the capital structure of guideline public companies. Under the guideline public company approach, fair value was estimated by calculating operating data from guideline public companies. From the comparable companies, a representative market multiple is selected, which is applied to the Company's financial metrics to estimate the fair value. Fair value estimates are based on a complex series of judgments about future events and rely heavily on estimates and assumptions that the Company believes are reasonable.

Intangible assets, other than goodwill, consisted of the following as of June 30, 2026 and December 31, 2025, respectively:

<i>(in millions)</i>	Gross Carrying Amount	Accumulated Amortization	Net
Intangible assets subject to amortization:			
Customer relationships	\$ 288.1	\$ (163.3)	\$ 124.8
Acquired technology	331.3	(298.4)	32.9
Brand portfolio	11.5	(9.5)	2.0
Total intangible assets subject to amortization	\$ 630.9	\$ (471.2)	\$ 159.7
Intangible assets not subject to amortization			
Pre-Acquisition ZI brand portfolio	\$ 33.0	\$ —	\$ 33.0
Total intangible assets not subject to amortization	\$ 33.0	\$ —	\$ 33.0
Total intangible assets	\$ 663.9	\$ (471.2)	\$ 192.7

Note 5 - Goodwill and Acquired Intangible Assets (continued)

<i>(in millions)</i>	Gross Carrying Amount	Accumulated Amortization	Net
Intangible assets subject to amortization:			
Customer relationships	\$ 288.1	\$ (153.4)	\$ 134.7
Acquired technology	331.3	(284.2)	47.1
Brand portfolio	11.5	(9.0)	2.5
Total intangible assets subject to amortization	\$ 630.9	\$ (446.6)	\$ 184.3
Intangible assets not subject to amortization:			
Pre-Acquisition ZI brand portfolio	\$ 33.0	\$ —	\$ 33.0
Total intangible assets not subject to amortization	\$ 33.0	\$ —	\$ 33.0
Total intangible assets	\$ 663.9	\$ (446.6)	\$ 217.3

As a result of the interim test conducted during the second quarter of 2026, the Company first tested its indefinite-lived intangible assets for impairment in accordance with ASC 350, concluding no impairment was necessary.

There were no events or circumstances indicating that indefinite-lived intangible assets might be impaired as of December 31, 2025.

Amortization expense was \$12.0 million and \$14.7 million for the three months ended June 30, 2026 and 2025, respectively. Amortization expense was \$24.6 million and \$29.4 million for the six months ended June 30, 2026 and 2025, respectively.

Note 6 - Financing Arrangements

As of June 30, 2026 and December 31, 2025, the carrying values of the Company's borrowings were as follows (in millions):

Instrument	Date of Issuance	Maturity Date	Elected Interest Rate	June 30, 2026	December 31, 2025
First Lien Term Loan	February 1, 2019	February 28, 2030	SOFR + 1.75%	\$ 576.6	\$ 579.3
First Lien Revolving Credit Facility	February 1, 2019	February 28, 2028	SOFR + 2.10%	100.0	100.0
Senior Notes	February 2, 2021	February 1, 2029	3.875%	587.4	644.7
Total debt				\$ 1,264.0	\$ 1,324.0
Less: current portion				(5.9)	(5.9)
Total Long-term debt, net of current portion				\$ 1,258.1	\$ 1,318.1

The effective interest rate on the First Lien Term Loan was 5.64% and 5.71% as of June 30, 2026 and December 31, 2025, respectively.

On May 8, 2026, the Company entered into an amendment of its existing credit agreement that provided for, among other things, an increase to existing commitments under the First Lien Revolving Credit Facility by \$26.0 million.

Note 6 - Financing Arrangements (continued)

During the six months ended June 30, 2026, the Company repurchased \$58.5 million in aggregate principal amount of its Senior Notes for \$47.1 million (in addition to accrued interest of \$0.8 million) in cash. During the three and six months ended June 30, 2026, the repurchases resulted in a gain on debt extinguishment of \$11.0 million, recorded within *Gain on debt extinguishment* in the Consolidated Statements of Operations, representing the difference between the net carrying amount of the extinguished notes, inclusive of unamortized original issue discount and debt issuance costs, and the reacquisition price.

Note 7 - Derivatives and Hedging Activities

For a description of our derivative instruments and hedging policies, refer to Note 7 – Derivatives and Hedging Activities in our 2025 Form 10-K.

Interest Rate Hedges

We are exposed to risks from changes in interest rates related to the First Lien Term Loan (See Note 6 - Financing Arrangements). The Company uses derivative financial instruments, specifically interest rate swap contracts, in order to manage its exposure to interest rate movements. Interest rate swaps designated as cash flow hedges involve the receipt of variable amounts from a counterparty in exchange for the Company making fixed-rate payments over the life of the agreements without exchange of the underlying notional amount. Our primary objective in holding derivatives is to reduce the volatility of cash flows associated with changes in interest rates. The Company does not enter into derivative transactions for speculative or trading purposes.

As of June 30, 2026, the Company had the following outstanding interest rate derivatives that were designated as cash flow hedges of interest rate risk:

Interest Rate Derivatives (Level 2)	Number of Instruments	Notional Aggregate Principal Amount (in millions)	Fixed Rate	Maturity Date
Interest rate swap contracts	Two	\$ 425.0	3.280 %	February 28, 2028

The Company expects to recognize approximately \$2.8 million of net pre-tax gains from *Accumulated other comprehensive income* (“AOCI”) as a reduction of *Interest expense, net* in the next twelve months associated with its interest rate swap. Refer to the Company’s Consolidated Statements of Comprehensive Income (Loss) for amounts reclassified into earnings related to the Company’s derivative instruments designated as cash flow hedging instruments for each of the reporting periods.

The following table summarizes the fair value and presentation on our Consolidated Balance Sheets for derivatives as of June 30, 2026 and December 31, 2025 (in millions):

Instrument	June 30, 2026		December 31, 2025	
	Derivative Assets	Derivative Liabilities	Derivative Assets	Derivative Liabilities
Derivatives designated as hedging instruments:				
Interest rate swap contracts ⁽¹⁾	\$ 2.8	\$ —	\$ 1.4	\$ —
Interest rate swap contracts ⁽²⁾	1.9	—	—	—
Total designated derivative fair value	<u>\$ 4.7</u>	<u>\$ —</u>	<u>\$ 1.4</u>	<u>\$ —</u>

(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.

Note 7 - Derivatives and Hedging Activities (continued)

The Company's interest rate swap agreements contain credit-risk related contingent features, including cross-default provisions, credit event upon merger provisions, and additional termination events tied to the Company's First Lien Credit Agreement, which could give rise to early termination. To mitigate counterparty credit risk, the Company transacts only with major financial institutions with high credit ratings and monitors counterparty risk on an ongoing basis. The Company is not required to pledge collateral related to these derivative instruments.

Note 8 - Fair Value

For a description of our fair value measurement policies and classification methodologies, refer to Note 8 – Fair Value in our 2025 Form 10-K.

The fair value of our First Lien Term Loan and Senior Notes was \$508.2 million and \$479.1 million as of June 30, 2026, and \$577.8 million and \$611.0 million as of December 31, 2025, respectively, based on observable market prices in less active markets and categorized as Level 2 within the fair value measurement framework.

Interest rate derivatives are valued using an income approach that projects future cash flows and discounts them to present value. Significant Level 2 inputs include observable market data such as SOFR and overnight index swap yield curves. The discount rates used reflect the collateralized or uncollateralized nature of the instrument and associated credit risk.

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 an income valuation approach to value long-lived assets (when a market valuation approach is unavailable). We estimate the fair value of goodwill using a combination of an income approach and a market approach. Under the income approach, we use a discounted cash flow method based on our internal financial forecasts. Under the market approach, we use market multiples of comparable publicly traded companies. Because these valuations contain unobservable inputs, we classify the measurement of the fair values of goodwill and long-lived assets as Level 3.

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

Fair Value at June 30, 2026	Level 1	Level 2	Level 3
Measured on a recurring basis:			
Assets:			
Cash equivalents:			
Certificates of deposit	\$ 6.9	\$ —	\$ —
Money market mutual funds	2.3	—	—
Investments: ⁽¹⁾			
Corporate debt securities	\$ —	\$ 0.5	\$ —
Securities guaranteed by U.S. government	—	2.5	—
Derivative assets: ⁽²⁾			
Interest rate swap contracts	\$ —	\$ 4.7	\$ —
Total	\$ 9.2	\$ 7.7	\$ —
Measured on a non-recurring basis:			
Assets:			
Impaired lease-related assets ⁽³⁾	\$ —	\$ —	\$ 2.9
Goodwill ⁽⁴⁾	—	—	1,042.2
Total	\$ —	\$ —	\$ 1,045.1

Note 8 - Fair Value (continued)

Fair Value at December 31, 2025	Level 1	Level 2	Level 3
Measured on a recurring basis:			
Assets:			
Cash equivalents:			
Certificates of deposit	\$ 10.6	\$ —	\$ —
Money market mutual funds	1.2	—	—
Investments: ⁽¹⁾			
Corporate debt securities	\$ —	\$ 1.5	\$ —
Securities guaranteed by U.S. government	—	2.5	—
Derivative assets: ⁽²⁾			
Interest rate swap contracts	\$ —	\$ 1.4	\$ —
Total	\$ 11.8	\$ 5.4	\$ —
Measured on a non-recurring basis:			
Impaired lease-related assets ⁽³⁾	\$ —	\$ —	\$ 4.0
Total	\$ —	\$ —	\$ 4.0

(1) Refer to Note 3 - Investments for further information regarding the fair value of our financial instruments.

(2) Refer to Note 7 - Derivatives and Hedging Activities for further information regarding the fair value of our derivative instruments.

(3) Consists of right-of-use lease assets recorded at fair value pursuant to impairment charges that occurred during both the first and second quarter of 2026 and fourth quarter of 2025. Refer to Note 12 - Leases in our 2025 Form 10-K.

(4) At May 31, 2026, goodwill with a carrying amount of \$1,692.7 million was written down to its implied fair value of \$1,042.2 million, resulting in an impairment charge of \$650.5 million, which was included in earnings for the period. Refer to Note 5 - Goodwill and Acquired Intangible Assets for further information.

There were no transfers between fair value measurement levels during the six months ended June 30, 2026.

Note 9 - Commitments and Contingencies
Non-cancelable purchase obligations

For information related to outstanding non-cancelable purchase obligations and lease-related obligations, refer to the amounts disclosed in the audited financial statements in our 2025 Form 10-K. Amounts of non-cancelable purchase obligations mainly relate to third-party cloud hosting and software-as-a-service arrangements. For information regarding financing-related obligations, refer to Note 6 - Financing Arrangements.

Note 9 - Commitments and Contingencies (continued)***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, except where otherwise indicated, 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. Even if we believe these matters are without merit and are vigorously defending them, we may not be successful. Any litigation to which we are a party may be resolved adversely or we may be subject to an unfavorable judgment that may not be reversed upon appeal. We may also decide to settle litigation, disputes, or other legal proceedings in some instances on terms that are unfavorable to us. In addition, we may become subject to orders or consent decrees imposed by government or regulatory authorities. Adverse decisions and settlements could affect our operating results in future periods or result in a liability or other amounts material to our consolidated financial statements.

ZoomInfo Publicity Litigation

On September 5, 2024, a putative class action lawsuit was filed against ZoomInfo Technologies LLC in the U.S. District Court for the Western District of Washington alleging ZoomInfo Technologies LLC's use of individuals' names in public-facing web pages violates the Washington Personality Rights Act, and seeking statutory, compensatory and punitive damages, costs, and attorneys' fees. The Company intends to vigorously defend against this lawsuit.

Quebec Privacy Litigation

On March 17, 2025, a putative class action lawsuit was filed against ZoomInfo Technologies Inc., ZoomInfo Technologies LLC, and ZoomInfo Canada Corp. in the Superior Court of Quebec, alleging that the Company's collection and publication of personal information violated the Quebec Civil Code, Quebec's statute regarding the protection of personal information in the private sector (LPRPSP), and the Quebec Charter of Human Rights and Freedoms. The plaintiffs seek statutory, compensatory and punitive damages, as well as costs and legal fees. The Company intends to vigorously defend against this lawsuit.

Colorado Consumer Protection Litigation

On April 16, 2025, a putative class action lawsuit was filed against ZoomInfo Technologies LLC in the Superior Court of the State of Washington (Clark County), alleging that ZoomInfo Technologies LLC violated the State of Colorado's Prevention of Telemarketing Fraud Act by listing cell phone numbers of Colorado residents in the Company's online directory for commercial purposes without obtaining their consent. The suit seeks statutory damages, injunctive and other equitable relief, costs and attorneys' fees. The Company intends to vigorously defend against this lawsuit.

Similarly, on June 26, 2025, a putative class action lawsuit was filed against Datanyze LLC, one of the Company's subsidiaries, in the United States District Court for the District of Colorado, alleging that Datanyze LLC violated the State of Colorado's Prevention of Telemarketing Fraud Act, on substantially the same grounds as the action filed against ZoomInfo Technologies LLC referred to above. The suit seeks statutory damages, injunctive and other equitable relief, costs and attorneys' fees. Datanyze LLC intends to vigorously defend against this lawsuit.

Note 9 - Commitments and Contingencies (continued)*Securities Litigation*

On September 4, 2024, a putative class action lawsuit was filed against ZoomInfo Technologies Inc. and certain of its current and former officers and affiliates in the U.S. District Court for the Western District of Washington. The suit, brought on behalf of purchasers of Company common stock between November 10, 2020, and August 5, 2024, alleges that the defendants made false and/or misleading statements related to the Company's business, operations, and prospects, including in respect of the effects of the COVID-19 pandemic on the Company's performance, in violation of §10(b) and §20(a) of the Securities Exchange Act of 1934 and Rule 10b-5 promulgated thereunder. The complaint seeks, among other relief, unspecified compensatory damages, equitable relief, and costs and expenses. The Company intends to vigorously defend against this lawsuit.

On December 2, 2024, certain of the Company's current and former directors and officers were named as defendants in a derivative shareholder lawsuit (in which the Company is a nominal defendant) filed in the United States District Court for the Western District of Washington. A second derivative action was filed on February 4, 2025, in the United States District Court for the Western District of Washington. On March 3, 2025, the United States District Court for the Western District of Washington entered an order consolidating the first two derivative actions into one consolidated derivative action. That consolidated derivative action is stayed pending further developments in the securities action described above. A third derivative action was filed on March 25, 2026 in the Delaware State Court of Chancery. On June 15, 2026, a fourth derivative action was filed in the Delaware State Court of Chancery. The factual allegations in all of the derivative cases mirror the securities case described above. The complaints assert violations of the United States securities laws and state fiduciary duty laws, in addition to common law claims involving unjust enrichment, abuse of control, gross mismanagement, and waste of corporate assets. The derivative cases seek, among other things, unspecified compensatory damages on behalf of the Company arising out of the individual defendants' alleged wrongful conduct. The Company intends to vigorously defend against these lawsuits.

On June 25, 2026, a putative class action lawsuit was filed against ZoomInfo Technologies Inc. and certain current officers in the U.S. District Court for the Western District of Washington. The suit, brought on behalf of purchasers of Company common stock between November 3, 2025, and May 11, 2026, alleges that the defendants overstated their confidence in statements related to the Company's projected revenue outlook, the growth of its AI-driven products and its sustained improvement in net revenue retention, in violation of §10(b) and §20(a) of the Securities Exchange Act of 1934 and Rule 10b-5 promulgated thereunder. The complaint seeks, among other relief, unspecified compensatory damages, equitable relief, and costs and expenses. The Company intends to vigorously defend against this lawsuit.

Note 10 - Earnings (Loss) Per Share

The following tables set forth the computation of basic and diluted net income (loss) per share of common stock:

<i>(in millions, except shares and per share amounts)</i>	Three Months Ended June 30,	
	2026	2025
Basic net income (loss) per share attributable to common stockholders		
Numerator:		
Net income (loss)	\$ (643.7)	\$ 24.0
Denominator:		
Weighted average number of shares of common stock outstanding	294,503,465	327,242,789
Basic net income (loss) per share attributable to common stockholders	<u>\$ (2.19)</u>	<u>\$ 0.07</u>
Diluted net income (loss) per share attributable to common stockholders		
Numerator:		
Net income (loss)	\$ (643.7)	\$ 24.0
Denominator:		
Weighted average shares of common stock outstanding used to calculate diluted net income (loss) per share	294,503,465	327,242,789
Diluted net income (loss) per share attributable to common stockholders	<u>\$ (2.19)</u>	<u>\$ 0.07</u>
<i>(in millions, except shares and per share amounts)</i>	Six Months Ended June 30,	
	2026	2025
Basic net income (loss) per share attributable to common stockholders		
Numerator:		
Net income (loss)	\$ (614.4)	\$ 50.8
Denominator:		
Weighted average number of shares of common stock outstanding	298,477,470	333,992,323
Basic net income (loss) per share attributable to common stockholders	<u>\$ (2.06)</u>	<u>\$ 0.15</u>
Diluted net income (loss) per share attributable to common stockholders		
Numerator:		
Net income (loss)	\$ (614.4)	\$ 50.8
Denominator:		
Weighted average shares of common stock outstanding used to calculate diluted net income (loss) per share	298,477,470	333,992,323
Diluted net income (loss) per share attributable to common stockholders	<u>\$ (2.06)</u>	<u>\$ 0.15</u>

Note 10 - Earnings (Loss) Per Share (continued)

In periods of loss, the number of shares used to calculate diluted net income (loss) per share is the same as basic net income (loss) per share. Potentially dilutive securities excluded due to their anti-dilutive effect were as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Restricted stock units	22,369,079	17,305,281	18,251,642	15,459,826
CEO Premium-Priced Performance Option	9,678,000	—	9,678,000	—
Liability-classified awards	171,084	—	171,084	—
Exercise of common stock options	186,307	264,746	187,661	245,835
Total anti-dilutive securities	32,404,470	17,570,027	28,288,387	15,705,661

For a description of the terms and conditions of these securities, refer to Note 13 – Equity-Based Compensation in our 2025 Form 10-K.

Note 11 - Leases

For a description of our lease accounting policies and practical expedients elected, refer to Note 12 – Leases in our 2025 Form 10-K.

Rent expense was \$10.4 million, inclusive of \$6.5 million related to lease restructuring activities, and \$7.4 million, for the three months ended June 30, 2026 and 2025, respectively. Rent expense was \$18.5 million, inclusive of \$10.2 million related to lease restructuring activities, and \$16.0 million, inclusive of \$1.1 million related to the Waltham Lease Restructuring, for the six months ended June 30, 2026 and 2025, respectively.

Other information related to leases was as follows:

(in millions)	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Supplemental Cash Flow Information				
Cash paid for amounts included in the measurement of operating lease liabilities	\$ 7.5	\$ 4.2	\$ 13.2	\$ 6.4
Cash received for tenant incentive reimbursement	—	4.9	10.6	19.6
Lease liabilities arising from obtaining right-of-use assets				
From new and existing lease agreements and modifications	\$ 9.3	\$ 48.6	\$ 9.3	\$ 48.6

Note 11 - Leases (continued)

Recent Leasing Activity

During the second quarter of 2026, the Company executed an amendment to its existing agreement related to office space in Ra'anana, Israel to buy out the remaining obligations related to a single floor for a cash payment of \$1.2 million. In accordance with ASC 842, the Company accounted for the transaction as a partial termination of the lease, derecognizing \$0.3 million of the associated right-of-use asset and \$2.8 million of the associated lease liability. As a result, the Company recorded a gain of \$2.5 million, which is presented within *General and administrative* on the Consolidated Statements of Operations for the three and six months ended June 30, 2026. The restructured agreement is expected to reduce the Company's remaining minimum lease payments under the lease by approximately \$4.6 million over the remainder of the lease term, before giving effect to future indexation adjustments.

Additionally, during the second quarter of 2026, the Company recognized abandonment charges of \$3.3 million related to vacated spaces, representing the accelerated amortization of the associated right-of-use asset, allocated among the appropriate financial statement line items on the Consolidated Statements of Operations. The Company also recognized an impairment charge of \$0.6 million to reduce the carrying value of the right-of-use asset associated with a floor of the leased premises intended to be subleased. This charge is presented within *General and administrative* on the Consolidated Statements of Operations for the three and six months ended June 30, 2026.

Note 12 - Equity-based Compensation

For a description of our equity-based compensation plans and related terms, refer to Note 13 – Equity-based Compensation in our 2025 Form 10-K.

Restricted Stock Units

Restricted stock unit activity for the six months ended June 30, 2026 was as follows:

	Shares	Weighted Average Grant Date Fair Value
Unvested at beginning of period	16,327,640	\$ 12.32
Granted	4,828,620	4.40
Granted - performance-based	7,449,350	3.23
Added by performance factor	169,313	9.61
Vested	(4,581,105)	12.75
Forfeited	(1,824,739)	11.98
Unvested at end of period	22,369,079	7.50

Liability-classified awards

During the second quarter of 2026, the Board approved fixed target equity awards to certain employees, which are accounted for as liability classified awards. The fixed target equity awards have both service and performance conditions that vest in the first quarter of the subsequent fiscal year. As of June 30, 2026, \$0.5 million was recorded in *Accrued expenses and other current liabilities* on our Consolidated Balance Sheets, representing the carrying amount of the liability for these awards.

Note 12 - Equity-based Compensation (continued)

Employee Stock Purchase Plan

During the second quarter of 2026, the Board authorized the recommencement of the 2020 Employee Stock Purchase Plan (the “ESPP”) and adopted an amendment to the ESPP, effective July 1, 2026 (the “2026 ESPP Amendment”). In connection with the resumption of the ESPP, which was previously suspended in December 2024, the offering period structure was also changed such that offering periods will consist of twenty-four months, comprised of four consecutive six-month purchase periods, with a new offering period commencing every six months on an overlapping basis. The 2026 ESPP Amendment introduced a reset feature, under which an offering period automatically terminates immediately following the purchase of shares on a purchase date, and a new offering period automatically commences on the day following the purchase date, if the fair market value of the Company’s common stock on the purchase date is lower than the fair market value on the offering date of the then-current offering period. The 2026 ESPP Amendment also requires participants to abstain from selling or otherwise transferring any shares of common stock issued under a purchase right for the one-year period immediately following the last day of the applicable purchase period during which such shares were purchased.

Unamortized Equity-based Compensation

As of June 30, 2026, unamortized equity-based compensation costs consist of the following:

<i>(in millions)</i>	Amount	Weighted Average Remaining Service Period (in years)
Restricted stock units	\$ 139.2	1.6
HSKB Phantom Units	2.3	1.3
CEO Premium-Priced Performance Option	29.6	6.9
Total unamortized equity-based compensation cost	<u>\$ 171.1</u>	2.5

Note 13 - Segment and Geographic Data

The Company operates as one operating segment, deriving revenues from customers by providing access to its go-to-market intelligence platform. The Company’s chief operating decision maker (“CODM”) is its Chief Executive Officer, who reviews financial information on a consolidated basis and uses net income (loss) for purposes of making operating decisions, assessing financial performance and allocating resources. The CODM also reviews total assets, as reported on our Consolidated Balance Sheets, and *Purchases of property and equipment and other assets*, as reported on our Consolidated Statements of Cash Flows.

Long-lived assets by geographical region are based on the location of the legal entity that owns the assets, which includes *Property and equipment, net* and *Operating lease right-of-use assets, net*. As of June 30, 2026, long-lived assets held in the United States were \$271.1 million, representing approximately 94% of the consolidated total. As of December 31, 2025, long-lived assets held in the United States were \$257.1 million, representing approximately 93% of the consolidated total.

Note 13 - Segment and Geographic Data (continued)

Contracts denominated in currencies other than U.S. Dollar were not material for the three and six months ended June 30, 2026 and 2025. 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 11% and 12% of total revenue for the three months ended June 30, 2026 and 2025, respectively, and approximately 11% and 12% of total revenue for the six months ended June 30, 2026 and 2025, respectively. Revenue by geographic region is as follows:

(in millions)	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
United States	\$ 276.6	\$ 270.2	\$ 552.3	\$ 539.7
Rest of World	33.8	36.5	68.3	72.7
Total revenue	\$ 310.4	\$ 306.7	\$ 620.6	\$ 612.4

The following table presents selected financial information with respect to the Company's single operating segment for the three and six months ended June 30, 2026 and 2025.

(in millions)	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Revenue	\$ 310.4	\$ 306.7	\$ 620.6	\$ 612.4
Less:				
Employee compensation expense ⁽¹⁾	100.2	107.1	203.1	221.8
Payroll tax and benefits expense	20.3	23.9	46.0	50.6
Technology expense	17.5	15.9	35.1	30.5
Marketing expense	11.8	11.3	21.5	20.6
Facilities expense	4.4	8.3	9.8	16.5
Bad debt expense	5.4	5.6	11.3	9.9
Hosting and infrastructure expense	13.0	11.3	25.4	21.2
Other segment items ⁽²⁾	88.2	48.3	139.5	93.9
Depreciation and amortization expense	21.1	21.3	42.5	43.4
Goodwill impairment	650.5	—	650.5	—
Interest expense, net	14.7	10.7	28.2	20.5
Gain on debt extinguishment	(11.0)	—	(11.0)	—
Other income, net	(7.2)	(14.0)	(7.1)	(13.1)
Income tax expense	25.2	33.0	40.2	45.8
Net income (loss)	\$ (643.7)	\$ 24.0	\$ (614.4)	\$ 50.8

(1) Primarily includes employee-related salaries, bonuses, and commissions.

(2) Other segment items include equity-based compensation expense.

Note 14 - Tax Receivable Agreements

For information related to our TRAs, refer to Note 15 - Tax Receivable Agreements in our 2025 Form 10-K.

As of June 30, 2026 and December 31, 2025, the Company had a liability of \$2,726.4 million and \$2,731.9 million, respectively, related to its projected obligations under the TRAs.

During the three months ended June 30, 2026 and 2025, we recognized a TRA measurement gain of \$4.1 million and \$14.6 million, respectively. During the six months ended June 30, 2026 and 2025, we recognized a TRA measurement gain of \$5.5 million and \$13.4 million, respectively. The TRA remeasurement is recognized within *Other income, net* on our Consolidated Statements of Operations.

Note 14 - Tax Receivable Agreements (continued)

The TRA measurement gains recognized during 2026 were principally due to the utilization of certain tax attributes without a corresponding realized cash tax benefit, and a revaluation for changes in the Company's blended state tax rate. The TRA measurement gains recognized during 2025 were principally due to a revaluation for changes in the Company's blended state tax rate.

No payments were made to TRA holders pursuant to the TRA during the six months ended June 30, 2026 and 2025.

Note 15 - Income Taxes

The Company's provision for income taxes for all periods presented was based on our projected annual effective tax rate for fiscal year 2026 and 2025, respectively, 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 June 30, 2026 and 2025 was (4.1)% and 57.9%, resulting in income tax expense of \$25.2 million and \$33.0 million, respectively.

The effective tax rate, inclusive of items specific to the period, for the six months ended June 30, 2026 and 2025 was (7.0)% and 47.4%, resulting in income tax expense of \$40.2 million and \$45.8 million, respectively.

The Company's projected 2026 annual effective tax rate differed from the U.S. federal statutory rate of 21.0% due to U.S. state taxes, non-deductible equity compensation expense, and foreign tax effects, partially offset by research and development credits. The Company's effective tax rate for the period was further impacted by a goodwill impairment charge which is not deductible for income tax purposes, valuation allowance recorded against certain foreign deferred tax assets not expected to be realized and shortfalls in tax-deductible equity compensation compared to amounts recognized in our financial accounts.

The Company received income tax refunds, net of taxes paid, of \$5.1 million during the six months ended June 30, 2026. Cash paid for income taxes was \$5.4 million during the six months ended June 30, 2025.

Note 16 - Subsequent Events

Management has evaluated subsequent events from June 30, 2026 through the date the financial statements were available to be issued and has determined there are no material subsequent events that require disclosure other than as described below.

Share Repurchase Program

Subsequent to June 30, 2026 and up through July 31, 2026, the Company repurchased and subsequently retired 2,549,649 shares of the Company's common stock in the open market at a cost of \$7.5 million for an average price of \$2.94 per share, under the Share Repurchase Program described further in Note 1 - Business, Basis of Presentation, and Summary of Significant Accounting Policies to the consolidated financial statements.

Inducement Plan

On August 4, 2026, the Company's Board, upon approval and recommendation of the Compensation Committee of the Board, adopted the ZoomInfo Technologies Inc. Inducement Equity Incentive Plan (the "Inducement Plan") and reserved 2,000,000 shares of the Company's common stock, par value \$0.01 per share, to be used exclusively for grants of awards to individuals not previously employed by the Company or its subsidiaries, as a material inducement to such individuals' entry into employment with the Company or its subsidiaries within the meaning of Nasdaq Listing Rule 5635(c)(4). Under the Inducement Plan, the Company may grant these eligible recipients nonqualified stock options, stock appreciation rights, restricted stock, restricted stock units, and other equity-based awards. The Board also adopted a form of Restricted Stock Unit Agreement and a form of Performance Stock Unit Agreement for use with the Inducement Plan. In accordance with Nasdaq Listing Rule 5635(c)(4), the Company did not seek approval of the Inducement Plan by its stockholders.

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 2025 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 2025 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 2025 Form 10-K. 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 teams. Our all-in-one AI go-to-market intelligence platform empowers businesses with AI-ready insights, trusted data, AI agent-assisted selling and advanced automation providing sales, marketing, operations, and recruiting professionals accurate information and insights on the organizations and professionals they target. This enables our customers to shorten sales cycles and increase win rates by empowering sellers, marketers, and recruiters to efficiently deliver the right message to the right person at the right time in the right way.

ZoomInfo is the modern go-to-market intelligence platform, consisting of 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 system providers enabling sales operations professionals to access a suite of products, services, and solutions to ingest, match, enrich, and connect data feeds into multiple systems.
- **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. Go-to-market professionals use our engagement layer for multi-touch and multi-channel sales engagement, web meeting recording, transcription, insight generation, and coaching. Marketers drive awareness, lead generation, and deal acceleration campaigns through account-based marketing, advertising, and onsite conversion optimization solutions including chat functionality. Recruiters and talent acquisition professionals can locate and reach more better-suited candidates, use pipeline management tools to collaborate and organize the hiring process, and automate aspects of the candidate outreach process by more efficiently finding and engaging candidates.

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, with 53% of customer contracts (based on annualized value) representing 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 access to our platform 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 core paid products include ZoomInfo Copilot, ZoomInfo Sales, ZoomInfo Marketing, ZoomInfo Operations, and ZoomInfo Talent (with add-on options for some products), GTM Studio, and we have a free community edition, ZoomInfo Lite.

Recent Developments

Impact of Macroeconomic Conditions

Our business and financial condition have and may continue to be impacted by adverse macroeconomic conditions. See “Risks Related to Geopolitical and Macroeconomic Factors” in Part I, Item 1A of our 2025 Form 10-K for further discussion of the possible impact of these issues on our business.

2026 Restructuring Program

On May 5, 2026, the Board approved the 2026 Restructuring Program in order to reduce operating costs and drive stronger operating leverage. Refer to Note 1 - Business, Basis of Presentation, and Summary of Significant Accounting Policies of the notes to our unaudited consolidated financial statements included elsewhere in this Quarterly Report on Form 10-Q.

First Lien Credit Agreement Amendment

On May 8, 2026, the Company entered into an amendment of its existing credit agreement that provided for, among other things, an increase to existing commitments under the First Lien Revolving Credit Facility by \$26.0 million. Refer to Note 6 - Financing Arrangements of the notes to our unaudited consolidated financial statements included elsewhere in this Quarterly Report on Form 10-Q.

Goodwill Impairment

Due to a sustained decrease in the Company’s stock price, industry considerations, and a decline in planned revenues and earnings as a result of key changes in strategy during the second quarter of 2026, the Company recognized a goodwill impairment charge of \$650.5 million for the three and six months ended June 30, 2026. Refer to Note 5 - Goodwill and Acquired Intangible Assets of the notes to our unaudited consolidated financial statements included elsewhere in this Quarterly Report on Form 10-Q.

Senior Notes Repurchases

The Company repurchased \$58.5 million in aggregate principal amount of its Senior Notes for \$47.1 million (in addition to accrued interest of \$0.8 million) in cash during the six months ended June 30, 2026. Refer to Note 6 - Financing Arrangements of the notes to our unaudited consolidated financial statements included elsewhere in this Quarterly Report on Form 10-Q.

Key Factors Affecting Our Performance

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

Acquiring New Customers

We are focused on continuing to grow the number of customers using our platform in the United States and around the world, and efficiently transacting with those customers. Acquiring new customers while optimizing the profile of those customers and the go-to-market channels we use to attract these customers will play a part in determining our operating results and growth prospects in the future. Acquiring new customers also strengthens the power of our contributory networks. We plan to continue to invest in our efficient go-to-market effort to expand our customer base.

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. We monitor net revenue retention to measure that growth. Net revenue retention is a metric that we calculate based on customers of ZoomInfo at the beginning of the twelve-month period, and is calculated as: (a) the total annual contract value ("ACV") for those customers at the end of the twelve-month period, divided by (b) the total ACV for those customers at the beginning of the twelve-month period. Our net revenue retention rate was 89% as of June 30, 2026 and 2025. In the near term, we expect our net revenue retention rate to be impacted by macroeconomic conditions. See the caption above entitled "—Recent Developments — Impact of Macroeconomic Conditions." Over the long term, we expect our net revenue retention rate to be influenced by our ability to move upmarket, as larger customers have historically exhibited higher net revenue retention. We also measure our success in expanding relationships with existing customers by the number of customers that contract for \$100,000 or greater in ACV. As of June 30, 2026 and 2025, our number of customers with \$100,000 or greater in ACV was 1,891 and 1,882, respectively. Customers with \$100,000 or greater in ACV comprised over 50% of total Company ACV as of June 30, 2026.

Transitioning to Non-Seat Based Pricing

Beginning in the third quarter of 2026, we intend to transition a portion of our per-seat subscription revenue to a hybrid model consisting of a lower annual platform fee combined with pre-purchased data credits that customers consume over time, with existing customers expected to convert primarily as they renew. We believe this transition may, over time, reduce downsell pressure historically associated with seat compression and create additional expansion opportunity as customer data consumption increases, which we expect to affect our net revenue retention and the mix of our ACV between seat-based and non-seat-based arrangements. In the near term, however, this transition may result in revenue headwinds and increased period-to-period variability as customers convert to the new model.

Components of Our Results of Operations

Revenue

Our revenue is derived primarily from subscription services, with the remainder from usage-based services and other revenue. Our subscription services primarily consist of our SaaS applications. Pricing of our subscription contracts is 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 seasonality, the compounding effects of renewals, invoice duration, invoice timing, dollar size, and contract timing within the period.

Cost of revenue

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

We anticipate continued investment in cost of service, with cost of service as a percentage of revenue expected to slightly increase in the near term. This is driven by rising AI consumption costs and customer onboarding expenses for offerings such as ZoomInfo Copilot and ZoomInfo GTM Studio.

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 revenue, 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, amortization of other acquired intangibles, and goodwill impairment. 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, marketing, litigation settlements, and restructuring and transaction-related expenses. We anticipate that restructuring and transaction-related expenses, including potential impairments, will be influenced by activities related to potential future acquisitions, strategic restructuring efforts, and leased spaces that we plan to sublease, which could cause these costs to vary, potentially significantly, from our historic levels.

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, marketing programs, and restructuring and transaction-related expenses. 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 and restructuring and transaction-related expenses as a percentage of revenue will fluctuate from period to period depending on the interplay of our investments in sales and marketing capacity, the recognition of revenue, and the amortization of deferred commissions 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, technology, and restructuring and transaction-related expenses. 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 in the short-term will be flat to a moderate increase, 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 related to bad debt and collections, as well as for professional fees including legal services, accounting, banking, and other consulting services. General and administrative expenses also include restructuring and transaction-related expenses, such as impairment charges associated with our leasing activity. We also incur charges associated with litigation settlements related to class actions.

General and administrative expenses as a percentage of revenue may fluctuate during periods when we incur non-recurring restructuring and transaction-related expenses, such as those associated with acquisitions or impairments. Excluding these non-recurring items, we expect a more stable or declining trend over time.

Amortization of other acquired intangibles. Amortization of acquired intangibles consists of amortization of customer relationships and brand portfolios.

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

Goodwill impairment consists of charges resulting from the excess of the carrying amount of the Company's reporting unit over its estimated fair value, which is assessed annually and on an interim basis when triggering events occur.

Interest expense, net

Interest expense, net 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, the issuance of additional debt or repurchase of existing debt, or changes in our interest rate hedging strategies, such as entering into new hedging arrangements or the expiration of existing interest rate swaps.

Gain on debt extinguishment

Gain on debt extinguishment represents the excess of the net carrying amount of the senior notes repurchased and extinguished over the cash consideration paid to repurchase such notes. The net carrying amount includes any unamortized debt discount and deferred financing costs, both of which are written off upon extinguishment.

We anticipate that gains related to debt extinguishment will only occur if we extinguish indebtedness before the contractual repayment dates or amend our existing financing arrangements.

Other income, net

Other income, net consists primarily of the remeasurement of TRA liabilities, investment income, and 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 corporate income tax rates or the Company's state tax footprint could lead to substantial remeasurement of the TRA liability recorded through *Other income, net*. Refer to the *Provision for income taxes* section below for further information regarding remeasurement of TRA liability and deferred tax assets. Additionally, the magnitude of *Other income, net* may increase as we expand operations internationally and add complexity to our operations.

Provision for income taxes

The Company is subject to income taxes in the United States and various foreign jurisdictions. We recognize deferred tax assets and liabilities based on temporary differences between the financial statement and tax basis of assets and liabilities, as well as from net operating loss and tax credit carryforwards. We have significant U.S. federal and state deferred tax assets, including deferred tax assets created by various historical restructuring events. The preponderance of our deferred tax assets have long lives or are otherwise indefinite. We evaluate recoverability of these deferred tax assets by assessing future expected taxable income from all sources, including reversing taxable temporary differences, forecasted and historical earnings, available carryback and carryforward periods, and prudent and feasible tax planning strategies. A valuation allowance is established only if it is more likely than not that all or a portion of the deferred tax asset will not be realized. We regularly review whether it is more likely than not that our deferred tax assets will be realizable. As of June 30, 2026, a valuation allowance is recorded against certain federal, foreign, and state-level attributes.

We regularly remeasure our deferred tax assets for statutory changes and other guidance, such as the One Big Beautiful Bill Act (OBBBA) passed on July 4, 2025, as well as changes in our state apportionment factors. Given the magnitude of our deferred tax assets, minor changes can materially affect our *Provision for income taxes*. Upon a remeasurement of our deferred tax assets, the TRA liability is typically concurrently remeasured with a partially offsetting impact within *Other income, net* on the Consolidated Statements of Operations.

We have regularly taken tax positions, including with respect to our various corporate events and restructurings, in determining our *Provision for income taxes*. We recognize the tax benefit of an uncertain tax position only if it is more likely than not the position will be sustainable upon examination by the taxing authority based on technical merits. We regularly review our tax positions with consideration of a number of factors, including changes in facts or circumstances, changes in tax law or guidance, correspondence with tax authorities during the course of audits and effective settlement of audit issues. Changes in the recognition or measurement of uncertain tax positions could result in material increases or decreases in our *Provision for income taxes* in the period in which we make the change, which could have a material impact on our effective tax rate.

Results of Operations

The following table presents our results of operations for the three and six months ended June 30, 2026 and 2025:

(in millions)	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Revenue	\$ 310.4	\$ 306.7	\$ 620.6	\$ 612.4
Cost of revenue:				
Cost of service ⁽¹⁾	46.8	40.1	90.3	77.9
Amortization of acquired technology	6.8	9.4	14.3	18.9
Gross profit	\$ 256.8	\$ 257.2	\$ 516.0	\$ 515.6
Operating expenses:				
Sales and marketing ⁽¹⁾	107.7	106.3	211.0	212.3
Research and development ⁽¹⁾	56.8	44.6	98.9	95.7
General and administrative ⁽¹⁾	58.6	47.3	109.4	93.1
Amortization of other acquired intangibles	5.2	5.3	10.3	10.5
Goodwill impairment	650.5	—	650.5	—
Total operating expenses	\$ 878.8	\$ 203.5	\$ 1,080.1	\$ 411.6
Income (Loss) from operations	\$ (622.0)	\$ 53.7	\$ (564.1)	\$ 104.0
Interest expense, net	14.7	10.7	28.2	20.5
Gain on debt extinguishment	(11.0)	—	(11.0)	—
Other income, net	(7.2)	(14.0)	(7.1)	(13.1)
Income (Loss) before income taxes	\$ (618.5)	\$ 57.0	\$ (574.2)	\$ 96.6
Provision for income taxes	25.2	33.0	40.2	45.8
Net income (loss)	\$ (643.7)	\$ 24.0	\$ (614.4)	\$ 50.8

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

(in millions)	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Cost of service	\$ 2.5	\$ 2.8	\$ 5.1	\$ 5.6
Sales and marketing	8.1	11.4	16.2	22.8
Research and development	7.0	8.4	14.1	17.0
General and administrative	8.1	7.1	15.8	13.9
Total equity-based compensation expense	\$ 25.7	\$ 29.7	\$ 51.2	\$ 59.3

Three and six months ended June 30, 2026 and 2025

Revenue

(in millions)	Three Months Ended June 30,		\$ Change	% Change	Six Months Ended June 30,		\$ Change	% Change
	2026	2025			2026	2025		
Revenue	\$ 310.4	\$ 306.7	\$ 3.7	1 %	\$ 620.6	\$ 612.4	\$ 8.2	1 %

The increase was primarily due to the effects of the Company's continued shift of the mix of business upmarket.

Cost of revenue and Gross profit

(in millions)	Three Months Ended June 30,				Six Months Ended June 30,			
	2026	2025	\$ Change	% Change	2026	2025	\$ Change	% Change
Cost of revenue	\$ 53.6	\$ 49.5	\$ 4.1	8 %	\$ 104.6	\$ 96.8	\$ 7.8	8 %
Cost of revenue, excluding equity-based compensation expense	51.1	46.7	4.4	9 %	99.5	91.2	8.3	9 %
Gross profit	\$ 256.8	\$ 257.2	\$ (0.4)	— %	\$ 516.0	\$ 515.6	\$ 0.4	— %
Gross margin	83 %	84 %			83 %	84 %		

Cost of revenue, excluding equity-based compensation expense, increased primarily due to expense from the 2026 Restructuring Program, higher hosting and infrastructure expense and depreciation expense on internally developed capitalized software, partially offset by lower amortization of acquired technology due to certain intangible assets being fully amortized.

Gross profit was relatively flat due to the offsetting factors in revenues and cost of revenue as discussed above. Gross margin decreased as cost of revenue grew faster than revenue on a percentage basis.

Operating expenses

(in millions)	Three Months Ended June 30,				Six Months Ended June 30,			
	2026	2025	\$ Change	% Change	2026	2025	\$ Change	% Change
Operating expenses	\$ 878.8	\$ 203.5	\$ 675.3	332 %	\$ 1,080.1	\$ 411.6	\$ 668.5	162 %
Operating expenses, excluding equity-based compensation expense	855.6	176.6	679.0	384 %	1,034.0	357.9	676.1	189 %

Sales and marketing

(in millions)	Three Months Ended June 30,				Six Months Ended June 30,			
	2026	2025	\$ Change	% Change	2026	2025	\$ Change	% Change
Sales and marketing	\$ 107.7	\$ 106.3	\$ 1.4	1 %	\$ 211.0	\$ 212.3	\$ (1.3)	(1)%
Sales and marketing, excluding equity-based compensation expense	99.6	94.9	4.7	5 %	194.8	189.5	5.3	3 %

Sales and marketing, excluding equity-based compensation, increased primarily due to expense from the 2026 Restructuring Program, which was partially offset by lower payroll tax and benefit expense, employee compensation expense and facilities expense.

Research and development

(in millions)	Three Months Ended June 30,				Six Months Ended June 30,			
	2026	2025	\$ Change	% Change	2026	2025	\$ Change	% Change
Research and development	\$ 56.8	\$ 44.6	\$ 12.2	27 %	\$ 98.9	\$ 95.7	\$ 3.2	3 %
Research and development, excluding equity-based compensation expense	49.8	36.2	13.6	38 %	84.8	78.7	6.1	8 %

Research and development, excluding equity-based compensation, increased primarily due to expense and other transition-related costs from the 2026 Restructuring Program, higher technology expense and capitalization of employee compensation expense, partially offset by lower employee compensation expense.

General and administrative

(in millions)	Three Months Ended June 30,				Six Months Ended June 30,			
	2026	2025	\$ Change	% Change	2026	2025	\$ Change	% Change
General and administrative	\$ 58.6	\$ 47.3	\$ 11.3	24 %	\$ 109.4	\$ 93.1	\$ 16.3	18 %
General and administrative, excluding equity-based compensation expense	50.5	40.2	10.3	26 %	93.6	79.2	14.4	18 %

General and administrative, excluding equity-based compensation, increased primarily due to higher litigation settlement expense related to class actions, lease and the related leasehold improvements impairment charges, and higher non-income tax expense, partially offset by lower employee compensation expense.

Amortization of other acquired intangibles

(in millions)	Three Months Ended June 30,				Six Months Ended June 30,			
	2026	2025	\$ Change	% Change	2026	2025	\$ Change	% Change
Amortization of other acquired intangibles	\$ 5.2	\$ 5.3	\$ (0.1)	(2)%	\$ 10.3	\$ 10.5	\$ (0.2)	(2)%

Amortization of other acquired intangibles was relatively flat year-over-year.

Goodwill impairment

(in millions)	Three Months Ended June 30,		\$ Change	% Change	Six Months Ended June 30,		\$ Change	% Change
	2026	2025			2026	2025		
Goodwill impairment	\$ 650.5	\$ —	*	*	\$ 650.5	\$ —	*	*

*Not meaningful

The increase was driven by a goodwill impairment charge recognized during the second quarter of 2026, due to a sustained decrease in the Company's stock price, industry considerations, and a decline in planned revenues and earnings as a result of key changes in strategy.

Equity-based compensation expense

(in millions)	Three Months Ended June 30,		\$ Change	% Change	Six Months Ended June 30,		\$ Change	% Change
	2026	2025			2026	2025		
Equity-based compensation expense	\$ 25.7	\$ 29.7	\$ (4.0)	(13)%	\$ 51.2	\$ 59.3	\$ (8.1)	(14)%

Equity-based compensation expense decreased primarily due to lower weighted average grant date fair values of shares being amortized in the current period compared to those that were amortized in the prior period.

Income (Loss) from operations

(in millions)	Three Months Ended June 30,		\$ Change	% Change	Six Months Ended June 30,		\$ Change	% Change
	2026	2025			2026	2025		
Income (Loss) from operations	\$ (622.0)	\$ 53.7	*	*	\$ (564.1)	\$ 104.0	*	*
Operating income (loss) margin	(200)%	18 %			(91)%	17 %		

*Not meaningful

Income (Loss) from operations changed from income to loss primarily due to the goodwill impairment charge, expense and other transition-related costs from the 2026 Restructuring Program, litigation expense related to class actions, lease and the related leasehold improvements impairment charges, partially offset by lower employee compensation expenses and higher revenue. The decrease in operating income margin was mostly due to the goodwill impairment charge.

Interest expense, net

(in millions)	Three Months Ended June 30,		\$ Change	% Change	Six Months Ended June 30,		\$ Change	% Change
	2026	2025			2026	2025		
Interest expense, net	\$ 14.7	\$ 10.7	\$ 4.0	37 %	\$ 28.2	\$ 20.5	\$ 7.7	38 %

The increase was primarily due to lower interest income from our derivative swaps.

Gain on debt extinguishment

(in millions)	Three Months Ended June 30,				Six Months Ended June 30,			
	2026	2025	\$ Change	% Change	2026	2025	\$ Change	% Change
Gain on debt extinguishment	\$ (11.0)	\$ —	*	*	\$ (11.0)	\$ —	*	*

*Not meaningful

The gain on debt extinguishment was driven by the repurchase and retirement of a portion of the Company's Senior Notes at a discount to their carrying value.

Other income, net

(in millions)	Three Months Ended June 30,				Six Months Ended June 30,			
	2026	2025	\$ Change*	% Change*	2026	2025	\$ Change*	% Change*
TRA remeasurement gain	\$ (4.1)	\$ (14.6)			\$ (5.5)	\$ (13.4)		
Foreign currency remeasurement (gain) loss	(3.0)	0.6			(1.5)	0.4		
Investment income	(0.1)	—			(0.1)	(0.1)		
Other income, net	\$ (7.2)	\$ (14.0)	\$ 6.8	49 %	\$ (7.1)	\$ (13.1)	\$ 6.0	46 %

*Shown in absolute terms

Provision for income taxes

(in millions)	Three Months Ended June 30,				Six Months Ended June 30,			
	2026	2025	\$ Change	% Change	2026	2025	\$ Change	% Change
Provision for income taxes	\$ 25.2	\$ 33.0	\$ (7.8)	(24)%	\$ 40.2	\$ 45.8	\$ (5.6)	(12)%
Effective tax rate	(4.1)%	57.9 %			(7.0)%	47.4 %		

Provision for income taxes decreased primarily due to decreased income before taxes and effects of changes in state tax law and apportionment, partially offset by an increase in the valuation allowance.

The effective tax rate differed from the US federal statutory rate of 21.0% due to U.S. state taxes, non-deductible equity compensation costs, and foreign tax effects, partially offset by research and development credits. The Company's effective tax rate for the period was further impacted by a goodwill impairment charge which is not deductible for income tax purposes, valuation allowance recorded against certain foreign deferred tax assets not expected to be realized and shortfalls in tax-deductible equity compensation compared to amounts recognized in our financial accounts.

Net income (loss)

(in millions)	Three Months Ended June 30,				Six Months Ended June 30,			
	2026	2025	\$ Change	% Change	2026	2025	\$ Change	% Change
Net income (loss)	\$ (643.7)	\$ 24.0	*	*	\$ (614.4)	\$ 50.8	*	*

*Not meaningful

Net income (loss) decreased primarily due to the goodwill impairment charge and expense and other transition-related costs from the 2026 Restructuring Program, partially offset by higher revenue and lower provision for income taxes.

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, and Adjusted Net Income 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, and Adjusted Net Income 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 (Loss).

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 U.S. GAAP. There are limitations to these non-GAAP financial measures because they are not prepared in accordance with U.S. 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 U.S. GAAP.

Adjusted Operating Income and Adjusted Operating Income Margin

We define Adjusted Operating Income as income (loss) from operations adjusted for, as applicable, (i) amortization of acquired technology and other acquired intangibles, (ii) goodwill impairment, (iii) equity-based compensation expense, (iv) restructuring and transaction-related expenses, (v) integration costs and acquisition-related expenses, and (vi) litigation settlement. We exclude the impact of amortization of acquired technology and other acquired intangibles, goodwill impairment, as well as equity-based compensation expense, because these are non-cash expenses 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. We have also excluded charges associated with litigation settlements related to class actions because we believe it represents an extraordinary litigation expense outside of our ordinary course of business and is not indicative of our operating performance. 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. We define Adjusted Operating Income Margin as Adjusted Operating Income divided by revenue.

The following table presents a reconciliation of *Income (Loss) from operations* to Adjusted Operating Income for the periods presented:

(in millions)	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Income (Loss) from operations (GAAP)	\$ (622.0)	\$ 53.7	\$ (564.1)	\$ 104.0
Amortization of acquired technology	6.8	9.4	14.3	18.9
Amortization of other acquired intangibles	5.2	5.3	10.3	10.5
Goodwill impairment	650.5	—	650.5	—
Equity-based compensation expense	25.7	29.7	51.2	59.3
Restructuring and transaction-related expenses ⁽¹⁾	35.3	5.1	45.3	10.5
Litigation settlement ⁽²⁾	8.5	1.5	12.2	2.4
Adjusted Operating Income (Non-GAAP)	<u>\$ 110.0</u>	<u>\$ 104.7</u>	<u>\$ 219.7</u>	<u>\$ 205.6</u>
Revenue (GAAP)	\$ 310.4	\$ 306.7	\$ 620.6	\$ 612.4
Operating Income (Loss) Margin (GAAP)	(200)%	18 %	(91)%	17 %
Adjusted Operating Income Margin (Non-GAAP)	35 %	34 %	35 %	34 %

(1) 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 and six months ended June 30, 2026, this expense is primarily related to the 2026 Restructuring Program as well as lease restructuring activities, including right-of-use asset and the related leasehold improvements impairment charges. Restructuring and transaction-related expenses related to the 2026 Restructuring Program include employee severance and termination benefits and other associated costs, as well as transition-related costs. For the three and six months ended June 30, 2025, this expense is primarily related to employee severance and termination benefits and lease restructuring activities. Amounts include restructuring and transaction-related expenses, as follows:

(in millions)	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Cost of service	\$ 3.5	\$ 0.3	\$ 4.0	\$ 0.7
Sales and marketing	8.5	1.6	11.4	3.0
Research and development	18.3	1.5	19.8	3.8
General and administrative	5.0	1.7	10.1	3.0
Total restructuring and transaction-related expenses	\$ 35.3	\$ 5.1	\$ 45.3	\$ 10.5

(2) Represents charges associated with legal settlements, and associated legal fees, related to class actions.

(in millions)	Three Months Ended June 30,				Six Months Ended June 30,			
	2026	2025	\$ Change	% Change	2026	2025	\$ Change	% Change
Adjusted Operating Income (Non-GAAP)	\$ 110.0	\$ 104.7	\$ 5.3	5 %	\$ 219.7	\$ 205.6	\$ 14.1	7 %

Adjusted Operating Income Margin (Non-GAAP)

35 %

34 %

35 %

34 %

Adjusted Operating Income increased primarily due to lower employee compensation expense and higher revenues, partially offset by increases in both hosting and infrastructure expense and technology expense.

Adjusted Net Income

We define Adjusted Net Income as net income (loss) adjusted for, as applicable, (i) gain on debt extinguishment, (ii) amortization of acquired technology and other acquired intangibles, (iii) goodwill impairment, (iv) equity-based compensation expense, (v) restructuring and transaction-related expenses, (vi) integration costs and acquisition-related expenses, (vii) litigation settlement, (viii) TRA liability remeasurement (benefit) expense, (ix) other (income) loss, net and (x) tax impacts of adjustments to net income (loss). 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 (loss) or net income (loss) as indicators of operating performance.

The following table presents a reconciliation of *Net income (loss)* to Adjusted Net Income for the periods presented:

(in millions)	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Net income (loss) (GAAP)	\$ (643.7)	\$ 24.0	\$ (614.4)	\$ 50.8
Gain on debt extinguishment	(11.0)	—	(11.0)	—
Amortization of acquired technology	6.8	9.4	14.3	18.9
Amortization of other acquired intangibles	5.2	5.3	10.3	10.5
Goodwill impairment	650.5	—	650.5	—
Equity-based compensation expense	25.7	29.7	51.2	59.3
Restructuring and transaction-related expenses ⁽¹⁾	35.3	5.1	45.3	10.5
Litigation settlement ⁽²⁾	8.5	1.5	12.2	2.4
TRA liability remeasurement gain	(4.1)	(14.6)	(5.5)	(13.4)
Tax impacts of adjustments to net income (loss) ⁽³⁾	13.9	25.8	21.7	29.0
Adjusted Net Income (Non-GAAP)	\$ 87.1	\$ 86.1	\$ 174.6	\$ 168.0

- (1) 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 and six months ended June 30, 2026, this expense is primarily related to the 2026 Restructuring Program as well as lease restructuring activities, including right-of-use asset and the related leasehold improvements impairment charges. Restructuring and transaction-related expenses related to the 2026 Restructuring Program include employee severance and termination benefits and other associated costs, as well as transition-related costs. For the three and six months ended June 30, 2025, this expense is primarily related to employee severance and termination benefits and lease restructuring activities. Amounts include restructuring and transaction-related expenses, as follows:

(in millions)	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Cost of service	\$ 3.5	\$ 0.3	\$ 4.0	\$ 0.7
Sales and marketing	8.5	1.6	11.4	3.0
Research and development	18.3	1.5	19.8	3.8
General and administrative	5.0	1.7	10.1	3.0
Total restructuring and transaction-related expenses	\$ 35.3	\$ 5.1	\$ 45.3	\$ 10.5

- (2) Represents charges associated with legal settlements, and associated legal fees, related to class actions.

- (3) Represents tax expense associated with Net income (loss) (GAAP) excluded from Adjusted Net Income (Non-GAAP). The Company calculates the tax impacts of adjustments to net income (loss) by taking the total gross value of the adjustments and multiplying it by the Company's U.S. federal and state statutory tax rate. We then recalculate the tax impact of book-tax differences related to equity compensation, the tax receivable agreements, and restructuring and transaction-related expenses. For the three and six months ended June 30, 2026, the tax impacts of adjustments to net income (loss) between GAAP and Non-GAAP are presented based on the specific rate reconciliation categories established under ASU 2023-09. For the three months ended June 30, 2026, these primarily relate to recognizing \$14.7 million of tax benefit related to the amortization of costs associated with corporate structure simplification, adjusting out \$9.7 million of tax expense from foreign tax effects, and adjusting out \$3.2 million of tax expense from non-deductible stock-based compensation. For the three months ended June 30, 2025, these primarily relate to recognizing \$15.2 million of tax benefit related to the amortization of costs associated with corporate structure simplification, adjusting out \$14.6 million of tax expense from the effects of changes in state tax law and apportionment, and adjusting out \$4.0 million of tax expense from non-deductible stock-based compensation. For the six months ended June 30, 2026, these primarily relate to recognizing \$30.6 million of tax benefit related to the amortization of costs associated with corporate structure simplification, adjusting out \$10.5 million of tax expense from foreign tax effects, and adjusting out \$5.2 million of tax expense from non-deductible stock-based compensation. For the six months ended June 30, 2025, these primarily relate to recognizing \$28.8 million of tax benefit related to the amortization of costs associated with corporate structure simplification, adjusting out \$13.4 million of tax expense from the effects of changes in state tax law and apportionment, and adjusting out \$7.0 million of tax expense from non-deductible stock-based compensation. We believe the exclusion of these adjustments provides investors with useful information about the Company's underlying results and trends, allowing them to better understand and compare net income (loss) related to ongoing operations and the related current and deferred income tax expense.

(in millions)	Three Months Ended June 30,				Six Months Ended June 30,			
	2026	2025	\$ Change	% Change	2026	2025	\$ Change	% Change
Adjusted Net Income (Non-GAAP)	\$ 87.1	\$ 86.1	\$ 1.0	1 %	\$ 174.6	\$ 168.0	\$ 6.6	4 %

The increase was primarily due to higher Adjusted Operating Income, partially offset by higher non-operating expenses such as interest expense.

Adjusted EBITDA

EBITDA is defined as earnings before interest, taxes, depreciation, and amortization. Management further adjusts EBITDA to exclude certain items of a significant or unusual nature, including, as applicable, other (income) expense, net, gain on debt extinguishment, impact of certain non-cash items, such as goodwill impairment, equity-based compensation expense, restructuring and transaction-related expenses, integration costs and acquisition-related expenses, and litigation settlement. We exclude these items because these are either non-cash expenses 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 (loss) or net income (loss) 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 June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Net income (loss) (GAAP)	\$ (643.7)	\$ 24.0	\$ (614.4)	\$ 50.8
Provision for income taxes	25.2	33.0	40.2	45.8
Interest expense, net	14.7	10.7	28.2	20.5
Gain on debt extinguishment	(11.0)	—	(11.0)	—
Depreciation expense ⁽¹⁾	9.0	6.6	17.5	13.4
Amortization of acquired technology	6.8	9.4	14.3	18.9
Amortization of other acquired intangibles	5.2	5.3	10.3	10.5
Other income, net ⁽²⁾	(7.2)	(14.0)	(7.1)	(13.1)
Goodwill impairment	650.5	—	650.5	—
Equity-based compensation expense	25.7	29.7	51.2	59.3
Restructuring and transaction-related expenses ⁽³⁾	35.3	5.1	45.3	10.5
Litigation settlement ⁽⁴⁾	8.5	1.5	12.2	2.4
Adjusted EBITDA (Non-GAAP)	\$ 119.1	\$ 111.3	\$ 237.3	\$ 219.0

(1) The three and six months ended June 30, 2026 exclude depreciation charges related to lease restructuring activities. The six months ended June 30, 2025 exclude the accelerated depreciation associated with the Waltham Lease Restructuring. Refer to Note 4 - Property and Equipment and Note 12 - Leases in our 2025 Form 10-K for further information.

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

(3) 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 and six months ended June 30, 2026, this expense is primarily related to the 2026 Restructuring Program as well as lease restructuring activities, including right-of-use asset and the related leasehold improvements impairment charges. Restructuring and transaction-related expenses related to the 2026 Restructuring Program include employee severance and termination benefits and other associated costs, as well as transition-related costs. For the three and six months ended June 30, 2025, this expense is primarily related to employee severance and termination benefits and lease restructuring activities. Amounts include restructuring and transaction-related expenses, as follows:

(in millions)	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Cost of service	\$ 3.5	\$ 0.3	\$ 4.0	\$ 0.7
Sales and marketing	8.5	1.6	11.4	3.0
Research and development	18.3	1.5	19.8	3.8
General and administrative	5.0	1.7	10.1	3.0
Total restructuring and transaction-related expenses	\$ 35.3	\$ 5.1	\$ 45.3	\$ 10.5

(4) Represents charges associated with legal settlements, and associated legal fees, related to class actions.

(in millions)	Three Months Ended June 30,				Six Months Ended June 30,			
	2026	2025	\$ Change	% Change	2026	2025	\$ Change	% Change
Adjusted EBITDA (Non-GAAP) \$	119.1	\$ 111.3	\$ 7.8	7 %	\$ 237.3	\$ 219.0	\$ 18.3	8 %

The increase was primarily due to higher revenues and lower employee compensation expense, partially offset by increases in both hosting and infrastructure expense and technology expense.

Liquidity and Capital Resources

As of June 30, 2026, we had \$147.6 million of cash and cash equivalents, \$2.5 million of short-term investments, \$0.5 million of long-term investments, and \$176.0 million available under our First Lien Revolving Credit Facility. In May 2026, the Company entered into an amendment of its existing credit agreement to increase the total commitments under the First Lien Revolving Credit Facility by \$26.0 million. We have financed our operations primarily through cash generated from operations and financed various acquisitions through cash generated from operations supplemented with debt offerings.

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 typically invoice our subscription customers for services annually, semi-annually, or quarterly in advance of delivery. 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 June 30, 2026, we had unearned revenue of \$464.7 million, of which \$462.3 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 2025 Form 10-K.

Historical Cash Flows

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

(in millions)	Six Months Ended June 30,	
	2026	2025
Net cash provided by operating activities	\$ 202.0	\$ 228.1
Net cash used in investing activities	(42.7)	(43.3)
Net cash used in financing activities	(174.0)	(153.3)
Net increase (decrease) in cash, cash equivalents, and restricted cash	\$ (14.7)	\$ 31.5

Cash flows from operating activities

Net cash provided by operating activities was \$202.0 million for the six months ended June 30, 2026 as a result of net loss of \$614.4 million, adjusted by non-cash charges of \$833.0 million and the net decrease in our operating assets and liabilities of \$16.6 million. The non-cash charges are primarily comprised of goodwill impairment of \$650.5 million, equity-based compensation of \$51.2 million, amortization of deferred commission costs of \$48.6 million, depreciation and amortization of \$42.5 million, and a decrease in deferred tax assets of \$36.9 million. The net decrease in operating assets and liabilities was primarily the result of an increase in deferred costs and other assets of \$37.1 million, a decrease in unearned revenue of \$13.1 million and a decrease in accounts payable of \$12.8 million, as well as a decrease in accounts receivable of \$30.5 million and an increase in accrued expenses and other liabilities of \$14.7 million.

Net cash provided by operating activities was \$228.1 million for the six months ended June 30, 2025 as a result of net income of \$50.8 million, adjusted by non-cash charges of \$186.4 million and the net change in our operating assets and liabilities of \$9.1 million. The non-cash charges are primarily comprised of equity-based compensation of \$59.3 million, depreciation and amortization of \$43.4 million, amortization of deferred commission costs of \$43.4 million, and a decrease in deferred tax assets net of deferred tax liabilities of \$42.6 million. The net change in operating assets and liabilities was primarily the result of an increase in deferred costs and other assets of \$37.6 million, an increase in prepaid and other current assets of \$10.5 million, and a decrease in unearned revenue of \$5.6 million, partially offset by a decrease in accounts receivable of \$44.2 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 cash costs. During the six months ended June 30, 2026 and 2025, we incurred the following associated cash expenditures:

(in millions)	Six Months Ended June 30,	
	2026	2025
Interest paid in cash	\$ 30.5	\$ 21.8
Restructuring and transaction-related expenses paid in cash ⁽¹⁾	30.5	9.6
Litigation settlement payments ⁽²⁾	5.7	1.7

(1) 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 six months ended June 30, 2026, these payments related primarily to expense and other transition-related costs from the 2026 Restructuring Program, and lease restructuring activity. For the six months ended June 30, 2025, these payments related primarily to employee severance and termination benefits payments and Waltham Lease Restructuring charges.

(2) Represents cash payments for legal fees associated with legal settlements related to class actions.

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 investing activities

Net cash used in investing activities for the six months ended June 30, 2026 was \$42.7 million, comprised of purchases of property and equipment and other assets of \$41.7 million, payments for right-of-use asset initial direct costs of \$2.0 million and purchases of investments of \$1.0 million, as well as maturities of investments of \$2.0 million.

Net cash used in investing activities for the six months ended June 30, 2025 was \$43.3 million, consisting of purchases of property and equipment and other assets of \$36.8 million and purchases of investments of \$7.0 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 financing activities

Net cash used in financing activities for the six months ended June 30, 2026 was \$174.0 million and primarily comprised of payments relating to the repurchase of common stock of \$122.4 million, repayment of debt of \$50.1 million, and payments of taxes related to net share settlement of equity awards of \$1.4 million.

Net cash used in financing activities for the six months ended June 30, 2025 was \$153.3 million and comprised of payments relating to the repurchase of common stock of \$244.3 million, payments of taxes related to net share settlement of equity awards of \$6.0 million, and repayment of debt of \$3.0 million, partially offset by proceeds from revolving credit loans of \$100.0 million.

Refer to Note 6 - Financing Arrangements of our unaudited consolidated financial statements included in Part I, Item 1 of this Form 10-Q for additional information related to each of our borrowings.

Refer to Note 1 - Business, Basis of Presentation, and Summary of Significant Accounting Policies of the notes to our unaudited consolidated financial statements included elsewhere in this Quarterly Report on Form 10-Q for additional information related to the Share Repurchase Program. The shares of Common Stock proposed to be acquired in the Share Repurchase Program may be repurchased from time to time in open market transactions or by other means in accordance with federal securities laws. The Company intends to fund repurchases from available working capital, cash provided by operating activities, and, as appropriate, borrowings under its existing credit facilities or other sources of financing. The timing, as well as the number and value of shares of Common Stock repurchased under the program, will be determined by the Company at its discretion and will depend on a variety of factors, including management's assessment of the intrinsic value of the Company's shares of Common Stock, the market price of the Company's Common Stock, general market and economic conditions, available liquidity, alternative investment opportunities, compliance with the Company's debt and other agreements, and applicable legal requirements. The exact number of shares of Common Stock to be repurchased by the Company is not guaranteed, and the program may be suspended, modified, or discontinued at any time without prior notice.

Debt Obligations

As of June 30, 2026, the aggregate balance of \$100.0 million under the First Lien Revolver is due, in its entirety, at the contractual maturity date of February 28, 2028, and the aggregate remaining principal balance of \$591.5 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. During the six months ended June 30, 2026, the Company repurchased \$58.5 million in aggregate principal amount of its Senior Notes for \$47.1 million (in addition to accrued interest of \$0.8 million) in cash. As of June 30, 2026, the Company had a remaining principal balance of \$579.2 million with respect to its First Lien Term Loan. The Company is obligated to make principal payments each quarter in the amount of 0.25% of the aggregate outstanding amount as of the latest amendment, with the remaining balance due at the contractual maturity date of February 28, 2030. 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 Loan 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 0.75% for Base Rate loans or 1.75% for SOFR loans. The effective interest rate on the First Lien Term Loan was 5.64% and 5.71% as of June 30, 2026 and December 31, 2025, respectively.

We have historically used derivative financial instruments, primarily interest rate swap contracts designated as cash flow hedges, to manage a portion of our exposure to changes in interest rates. We do not enter into derivative transactions for speculative or trading purposes. As our existing interest rate swaps mature, our exposure to changes in interest rates on our floating rate debt will increase to the extent we do not enter into new interest rate swap contracts.

The First Lien Revolving Credit Facility, which has \$100.0 million outstanding as of June 30, 2026, 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. The applicable margin for SOFR loans is 2.10% to 2.35%, which includes the credit spread adjustment of 0.1%, depending on the Company's Consolidated First Lien Net Leverage Ratio. The effective interest rate on the First Lien Revolving Credit Facility was 5.82% and 6.12% as of June 30, 2026 and December 31, 2025, respectively.

Our total net leverage ratio to Adjusted EBITDA is defined as total contractual maturity of outstanding indebtedness less cash, cash equivalents, and investments (as applicable), divided by trailing twelve months Adjusted EBITDA. Adjusted EBITDA for the twelve months ended June 30, 2026 was \$493.9 million. Our total net leverage ratio to Adjusted EBITDA as of June 30, 2026 was 2.3x.

(in millions, except leverage ratios)

Total contractual maturity of outstanding indebtedness	\$	1,270.7
Less: Cash and cash equivalents, and investments		150.6
Net contractual maturity of outstanding indebtedness	\$	1,120.1
Trailing Twelve Months (TTM) Adjusted EBITDA	\$	493.9
Total net leverage ratio to Adjusted EBITDA		2.3x

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, cash equivalents and investments (as applicable), 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 twelve months ended June 30, 2026 was \$489.2 million. Our Consolidated First Lien Net Leverage Ratio as of June 30, 2026 was 1.1x.

(in millions, except leverage ratios)

Total contractual maturity of First Lien indebtedness	\$	679.2
Less: Cash and cash equivalents, and investments		150.6
Net contractual maturity of First Lien indebtedness	\$	528.6
Trailing Twelve Months (TTM) Cash EBITDA	\$	489.2
Consolidated First Lien Net Leverage Ratio		1.1x

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, cash equivalents, and investments (as applicable), divided by trailing twelve months Cash EBITDA. Cash EBITDA for the twelve months ended June 30, 2026 was \$489.2 million. Our total net leverage ratio to Cash EBITDA as of June 30, 2026 was 2.3x.

(in millions, except leverage ratios)

Total contractual maturity of outstanding indebtedness	\$	1,270.7
Less: Cash and cash equivalents, and investments		150.6
Net contractual maturity of outstanding indebtedness	\$	1,120.1
Trailing Twelve Months (TTM) Cash EBITDA	\$	489.2
Total net leverage ratio to Cash EBITDA		2.3x

(in millions)	Trailing Twelve Months as of June 30, 2026	
Net income (loss)	\$	(541.0)
Provision for income taxes		64.5
Interest expense, net		50.3
Gain on debt extinguishment		(11.0)
Depreciation expense ⁽¹⁾		33.9
Amortization of acquired technology		33.0
Amortization of other acquired intangibles		20.7
Other income, net ⁽²⁾		(5.2)
Goodwill impairment		650.5
Equity-based compensation expense		108.1
Restructuring and transaction-related expenses ⁽³⁾		75.1
Litigation settlement ⁽⁴⁾		15.0
Adjusted EBITDA (Non-GAAP)	\$	493.9
Unearned revenue adjustment		(7.6)
Cash rent adjustment		2.2
Other lender adjustments		0.7
Cash EBITDA (Non-GAAP)	\$	489.2

(1) Amounts exclude the depreciation associated with lease restructuring activities.

(2) Primarily represents revaluations on the TRA liability, foreign currency remeasurement (gain) loss and investment income.

(3) 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 June 30, 2026, this expense related primarily to lease restructuring activities, including right-of-use asset and the related leasehold improvements impairment charges, and expense and other transition-related costs from the 2026 Restructuring Program.

(4) Represents charges associated with legal settlements and associated legal fees related to class actions.

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.

Capital Expenditures

(in millions)	Six Months Ended June 30,		\$ Change	% Change
	2026	2025		
Capital expenditures	\$ 41.7	\$ 36.8	\$ 4.9	13 %

The increase was primarily due to higher capitalization of internal use developed software and incremental spend related to facilities.

Tax Receivable Agreements

For information related to our TRA, refer to Note 15 - Tax Receivable Agreements in our 2025 Form 10-K.

As of June 30, 2026, the Company had a liability of \$2,726.4 million related to its projected obligations under the TRA. No payments were made to TRA holders pursuant to the TRA during the six months ended June 30, 2026 and 2025.

Contractual Obligations and Commitments

Except as set forth above and in Note 9 - 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 2025 Form 10-K.

Critical Accounting Policies and Estimates

Our consolidated financial statements and accompanying notes are prepared in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”). Our critical accounting policies are those that we believe have the most significant impact to the presentation of our financial position and results of operations and that require the most difficult, subjective, or complex judgments. In many cases, the accounting treatment of a transaction is specifically dictated by U.S. GAAP with no need for the application of judgment.

In certain circumstances, however, 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.

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 2025 Form 10-K, except as described below.

Impairment and Abandonment of Long-lived Assets

Goodwill is calculated as the excess of the fair value of 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 the fair value of a reporting unit may be below its carrying value. The Company has one reporting unit.

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 relationships, trade names or brand portfolios, and other intangible assets are related to historical acquisitions (refer to Note 5 - 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 generally 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 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. Indefinite-lived intangible assets are not subject to amortization. Instead, they are subject to an annual assessment for potential impairment, or more frequently upon the occurrence of a triggering event when circumstances indicate that the book value is greater than its 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.

Due to a sustained decrease in the Company's stock price, industry considerations, and a decline in planned revenues and earnings as a result of key changes in strategy during the second quarter of 2026, the Company performed a test of its goodwill and other intangible assets for impairment in connection with the preparation of its financial statements for the quarterly period ended June 30, 2026. The Company recorded a goodwill impairment charge of \$650.5 million during the three and six months ended June 30, 2026. There was no impairment identified on our other indefinite-lived intangible assets.

The valuation of goodwill is a critical accounting estimate that requires significant judgment and is subject to a high degree of uncertainty, as it requires the application of significant estimates and the use of unobservable inputs, including forecasted revenues and earnings, comparable company valuation multiples, terminal growth rates, and discount rates. These estimates and inputs change over time based on operating results, market conditions, and other factors, and could materially affect the determination of fair value and the results of future goodwill impairment assessments.

The Company estimates the fair value of the reporting unit using an equal weighting of an income and a market approach. The Company assesses the appropriateness of projected financial information and multiples by comparing projected growth rates, operating margins and capital expenditures, as well as the terminal value of the Company at the end of the projection period to historical performance, industry data, and selected guideline companies.

As of June 30, 2026, the Company had a remaining goodwill balance of \$1,042.2 million. Refer to Note 5 - Goodwill and Acquired Intangible Assets for further information.

Recently Issued Accounting Pronouncements

Refer to Note 1 - Business, Basis of Presentation, and Summary of Significant Accounting Policies of our unaudited 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 - Risks Related to Geopolitical and Macroeconomic Factors” in Part I, Item 1A of our 2025 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 both our First Lien Term Loan and First Lien Revolving Credit Facility, which bear a variable interest rate based on SOFR. As of June 30, 2026, the total principal balance outstanding on our First Lien Term Loan was \$579.2 million. We have implemented a hedging strategy to mitigate the interest rate risk on our First Lien Term Loan by entering into certain derivative instruments (refer to Note 7 - Derivatives and Hedging Activities of our unaudited 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 June 30, 2026, 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 de-designated 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 June 30, 2026, 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, the United Kingdom, India, and Ireland. 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.

To manage the foreign currency exchange rate risk and to reduce the volatility associated with the fluctuation of foreign currencies, we may use foreign exchange forward contracts or other financial instruments from time to time to mitigate potential adverse effects on our financial results from significant currency movements.

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 *Other income, net* on our Consolidated Statements of Operations. Although the impact of currency fluctuations on our financial results has been immaterial in the past and we believe that for the reasons cited above, currency fluctuations will not be significant in the future, there can be no guarantee that the impact of currency fluctuations or our hedging activities will not be material in the future.

Credit Risk

Our financial instruments that are exposed to concentrations of credit risk consist primarily of cash and cash equivalents, investments, and trade and other receivables. We hold cash deposits 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.

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 June 30, 2026 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

There have been no changes in our internal control over financial reporting during the quarter ended June 30, 2026 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Inherent Limitations on Effectiveness of Controls

Our management, including our Chief Executive Officer and Chief Financial Officer, does not expect that our disclosure controls or our internal control over financial reporting will prevent or detect 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. Due to 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 9 - 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 business, 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 2025 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 2025 Form 10-K, except as noted below:

Over time, we expect to introduce products, features, and services, or otherwise implement pricing and packaging models, which could adversely affect our business, operating results, financial condition, and future prospects.

Over time, we expect to introduce products, features, and services, or to otherwise implement pricing and packaging models as our platform, our offerings and our customer preferences evolve. For example, we intend to launch a hybrid pricing model during the third quarter of 2026 that pairs a lower annual platform fee with pre-purchased data credits rather than our traditional platform, plus seat-based packages.

We cannot provide assurance that our hybrid or credit-based pricing model will achieve market acceptance, that customer demand and actual usage of our data and services under this model will develop or grow as expected, that revenues generated under this model will meet our expectations, or that any revenue growth will be sustainable or indicative of continued customer demand or broad adoption of this model. While we expect most customers to transition at similar price points, with some moving lower and some higher, this shift may create a near-term revenue headwind and introduces variability in the timing of revenue recognition, driven by the timing of credit consumption relative to credit allowances. Any of the foregoing could adversely affect our business, operating results, financial condition, and future prospects.

Additionally, credit-based, usage-based, or outcome-based billing models increase the complexity of accurately measuring and charging for product usage, and may increase the risk of billing disputes, reduced collectability, refunds, chargebacks, and regulatory scrutiny. Errors or perceived errors in our usage measurement, billing calculations, invoicing, proration, credits, or refund processes could result in customer dissatisfaction, disputes, non-payment, increased customer support costs, and harm to our reputation. In addition, increased reliance on credit-based, usage-based, or outcome-based billing models could increase the complexity of applying revenue recognition guidance to our contracts. If we experience higher-than-expected credits, refunds, disputes, or price concessions, or if we are required to increase reserves for uncollectible amounts, our reported revenue, deferred revenue, operating cash flows, and period-to-period comparability could be adversely affected. Credit-based, usage-based, or outcome-based arrangements may also shift a greater portion of our billings and collections to later periods (including after usage is incurred), which could increase accounts receivable balances, collection risk, and working capital needs and reduce our visibility into near-term results. All of the foregoing may make it more difficult to accurately forecast our operations.

Our previous and any future restructuring efforts, including the 2026 Restructuring Program, may not result in the anticipated savings or operational efficiencies we expected, could result in greater total costs and expenses than we estimated, and could disrupt our business.

We have undertaken, and may undertake from time to time in the future, certain restructuring efforts to drive more efficient growth and advance our strategic initiatives. We may not realize, in full or in part, the anticipated benefits and savings from these restructuring efforts.

Furthermore, these restructuring efforts may be disruptive to our operations. For example, headcount reductions could yield unanticipated consequences, such as attrition beyond planned staff reductions, increased difficulties in our day-to-day operations and reduced employee morale. If employees who were not affected by a reduction in headcount seek alternative employment, this could result in unplanned additional expense to ensure adequate resourcing or harm our productivity. These headcount reductions could also harm our ability to attract and retain qualified management, sales, marketing, engineering, and other personnel who are critical to our business. If we are unable to realize the expected operational efficiencies and cost savings from our restructuring, our operating results and financial condition would be adversely affected.

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:

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 (in millions)
April 2026	3,164,926	\$ 5.89	3,164,926	\$ 1,121.4
May 2026	597,549	4.39	596,791	1,118.8
June 2026	2,491,796	2.78	2,491,796	1,111.9
Total	6,254,271		6,253,513	

- (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 authorized a program to repurchase the Company's common stock (the "Share Repurchase Program"). In February 2026, the Board authorized an additional \$1.0 billion bringing the aggregate total authorizations as of June 30, 2026 to \$2.6 billion. Shares of common stock may be repurchased under the Share Repurchase Program from time to time through open market purchases, block trades, private transactions or accelerated or other structured share repurchase programs. The extent to which the Company repurchases shares of common stock, and the timing of such purchases, will depend upon a variety of factors, including market conditions, regulatory requirements and other corporate considerations, as determined by the Company. The Share Repurchase Program may be suspended or discontinued 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 Technologies Inc.	10-Q filed October 30, 2023	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†	Amendment No.2 to the ZoomInfo Technologies Inc. 2020 Employee Stock Purchase Plan			
+ 10.2†	ZoomInfo Technologies Inc. Inducement Equity Incentive Plan			
+ 10.3†	Form of Restricted Stock Unit Agreement under the Inducement Plan			
+ 10.4†	Form of Performance Stock Unit Agreement under the Inducement Plan			
+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.

* The certifications attached as Exhibit 32.1, which 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/ M. Graham O'Brien

Name: M. Graham O'Brien

Title: Chief Financial Officer

(Principal Financial Officer and Authorized
Signatory)

Date: August 5, 2026

**AMENDMENT NO. 2 TO
THE ZOOMINFO TECHNOLOGIES INC.
2020 EMPLOYEE STOCK PURCHASE PLAN**

This Amendment No. 2 (this “Amendment”) to the ZoomInfo Technologies Inc. 2020 Employee Stock Purchase Plan (the “Plan”), is effective July 1, 2026 (the “Effective Date”). Capitalized terms used in this First Amendment and not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

1. The last sentence of Section 5(d) of the Plan is hereby deleted in its entirety and replaced with the following:

Contributions for a Participant during an Offering Period shall commence on the applicable Purchase Period Start Date when the Participant’s authorization for a Contribution becomes effective. Unless otherwise determined by the Committee, the deduction rate and/or the amount of other Contributions selected in a Participant’s initial authorization for Contributions shall remain in effect for subsequent Offering Periods unless the Participant (i) submits a new authorization for Contributions selecting a new level of payroll deductions in accordance with Section 5(g), (ii) withdraws from the Plan in accordance with Section 8, or (iii) terminates employment or otherwise becomes ineligible to participate in the Plan.

2. Section 5 of the Plan is hereby amended to add the following:

(j) Automatic Reset of Offering Periods. Notwithstanding anything in the Plan to the contrary, if the Fair Market Value of a share of Common Stock of the Purchase Date is less than the Fair Market Value of a share of Common Stock on the Offering Date of the applicable Offering Period, then such Offering Period shall automatically terminate immediately after the purchase of shares on such Purchase Date and a new subsequent Offering Period shall commence the day after such Purchase Date.

3. Section 7 of the Plan is hereby amended to add the following:

(e) Sale of Plan Shares. The Committee shall require Participants to abstain from selling or otherwise transferring any or all of shares of Common Stock issued with respect to any Purchase Rights for the one (1) year period immediately following the last day of the applicable Purchase Period for such Purchase Right.

4. This Amendment shall be and, as of the Effective Date, is hereby incorporated in and forms a part of the Plan.
5. Except as expressly provided herein, all terms and conditions of the Plan shall remain in full force and effect.

(Signature Page Follows)

The undersigned, being the Corporate Secretary of the Company, hereby certifies, on behalf of the Company, that this Amendment was duly ratified, adopted, and approved by the Board on or prior to the Effective Date.

ZOOMINFO TECHNOLOGIES INC.

By: /s/ Ashley McGrane Name: Ashley McGrane

Title: Executive Vice President, General Counsel and Corporate Secretary

**ZOOMINFO TECHNOLOGIES INC.
INDUCEMENT EQUITY INCENTIVE PLAN**

1. Purpose. The purpose of the ZoomInfo Technologies Inc. Inducement Equity Incentive Plan is, through the granting of Awards, to (i) provide a material inducement for certain individuals to enter into employment with the Company within the meaning of the Inducement Award Rules, (ii) provide a means through which the Company and the other members of the Company Group may attract and retain key personnel and (iii) to provide a means whereby officers and employees of the Company and the other members of the Company Group can acquire and maintain an equity interest in the Company, or be paid incentive compensation, including incentive compensation measured by reference to the value of Common Stock, thereby strengthening their commitment to the welfare of the Company Group and aligning their interests with those of the Company's stockholders.

2. Definitions. The following definitions shall be applicable throughout the Plan.

(a) "Adjustment Event" has the meaning given to such term in Section 12(a) of the Plan.

(b) "Affiliate" means any Person that directly or indirectly controls, is controlled by or is under common control with the Company. The term "control" (including, with correlative meaning, the terms "controlled by" and "under common control with"), as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting or other securities, by contract or otherwise.

(c) "Award" means, individually or collectively, any Nonqualified Stock Option, Stock Appreciation Right, Restricted Stock, Restricted Stock Unit, or Other Equity-Based Award granted under the Plan.

(d) "Award Agreement" means the document or documents by which each Award is evidenced.

(e) "Board" means the Board of Directors of the Company.

(f) "Cause" means, as to any Participant, unless the applicable Award Agreement states otherwise, (i) "Cause," as defined in any employment, severance, consulting or other similar agreement between the Participant and the Service Recipient in effect at the time of such Termination; or (ii) in the absence of any such employment, severance, consulting or other similar agreement (or the absence of any definition of "Cause" contained therein), the Participant's (A) willful neglect in the performance of the Participant's duties for the Service Recipient or willful or repeated failure or refusal to perform such duties; (B) engagement in conduct in connection with the Participant's employment or service with the Service Recipient, which results in, or could reasonably be expected to result in, material harm to the business or reputation of the Company or any other member of the Company Group; (C) conviction of, or plea of guilty or no contest to, (I) any felony; or (II) any other crime that results in, or could

reasonably be expected to result in, material harm to the business or reputation of the Company or any other member of the Company Group; (D) material violation of the written policies of the Service Recipient, including, but not limited to, those relating to sexual harassment or the disclosure or misuse of confidential information, or those set forth in the manuals or statements of policy of the Service Recipient; (E) fraud or misappropriation, embezzlement or misuse of funds or property belonging to the Company or any other member of the Company Group; or (F) act of personal dishonesty that involves personal profit in connection with the Participant's employment or service to the Service Recipient; *provided*, in any case, that a Participant's resignation after an event that would be grounds for a Termination for Cause will be treated as a Termination for Cause hereunder.

(g) "Change in Control" means:

(i) the acquisition (whether by purchase, merger, consolidation, combination or other similar transaction) by any Person of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of more than 50% (on a fully diluted basis) of either (A) the Outstanding Common Stock; or (B) the Outstanding Company Voting Securities; *provided*, that for purposes of this Plan, the following acquisitions shall not constitute a Change in Control: (I) any acquisition by the Company or any Affiliate; (II) any acquisition by any employee benefit plan sponsored or maintained by the Company or any Affiliate; or (III) in respect of an Award held by a particular Participant, any acquisition by the Participant or any group of Persons including the Participant (or any entity controlled by the Participant or any group of Persons including the Participant);

(ii) during any period of twelve (12) months, individuals who, at the beginning of such period, constitute the Board (the "Incumbent Directors") cease for any reason to constitute at least a majority of the Board, provided that any person becoming a director subsequent to the Effective Date, whose election or nomination for election was approved by a vote of at least two-thirds (2/3) of the Incumbent Directors then on the Board (either by a specific vote or by approval of the proxy statement of the Company in which such person is named as a nominee for director, without written objection to such nomination) shall be an Incumbent Director; *provided*, that no individual initially elected or nominated as a director of the Company as a result of an actual or threatened election contest, as such terms are used in Rule 14a-12 of Regulation 14A promulgated under the Exchange Act, with respect to directors or as a result of any other actual or threatened solicitation of proxies or consents by or on behalf of any person other than the Board shall be deemed to be an Incumbent Director;

(iii) the consummation of a reorganization, recapitalization, merger, consolidation, or similar corporate transaction involving the Company that requires the approval of the Company's stockholders (a "Business Combination"), unless immediately following such Business Combination: more than 50% of the total voting power of (x) the entity resulting from such Business Combination (the "Surviving Company"), or (y) if applicable, the ultimate parent entity that directly or indirectly has beneficial ownership of sufficient voting securities eligible to elect

a majority of the board of directors (or the analogous governing body) of the Surviving Company, is represented by the Outstanding Company Voting Securities that were outstanding immediately prior to such Business Combination (or, if applicable, is represented by shares into which the Outstanding Company Voting Securities were converted pursuant to such Business Combination); or

(iv) the sale, transfer or other disposition of all or substantially all of the assets of the Company Group (taken as a whole) to any Person that is not an Affiliate of the Company.

(h) “Code” means the Internal Revenue Code of 1986, as amended, and any successor thereto. Reference in the Plan to any section of the Code shall be deemed to include any regulations or other interpretative guidance under such section, and any amendments or successor provisions to such section, regulations or guidance.

(i) “Committee” means the Compensation Committee of the Board or any properly delegated subcommittee thereof or, if no such Compensation Committee or subcommittee thereof exists, the Board.

(j) “Common Stock” means the common stock of the Company, par value \$0.01 per share (and any stock or other securities into which such Common Stock may be converted or into which it may be exchanged).

(k) “Company” means ZoomInfo Technologies Inc., a Delaware corporation, and any successor thereto.

(l) “Company Group” means, collectively, the Company and its Subsidiaries.

(m) “Date of Grant” means the date on which the granting of an Award is authorized, or such other date as may be specified in such authorization.

(n) “Designated Foreign Subsidiaries” means all members of the Company Group that are organized under the laws of any jurisdiction or country other than the United States of America that may be designated by the Board or the Committee from time to time.

(o) “Detrimental Activity” means any of the following: (i) unauthorized disclosure of any confidential or proprietary information of any member of the Company Group; (ii) any activity that would be grounds to terminate the Participant’s employment or service with the Service Recipient for Cause; (iii) a breach by the Participant of any restrictive covenant by which such Participant is bound, including, without limitation, any covenant not to compete or not to solicit, in any agreement with any member of the Company Group; or (iv) fraud or conduct contributing to any financial restatements or irregularities, as determined by the Committee in its sole discretion.

(p) “Disability” means, as to any Participant, unless the applicable Award Agreement states otherwise, (i) “Disability,” as defined in any employment, severance, consulting or other similar agreement between the Participant and the Service Recipient in effect at the time of such Termination; or (ii) in the absence of any such employment, severance, consulting or other similar agreement (or the absence of any definition of “Disability” contained therein), a condition entitling

the Participant to receive benefits under a long-term disability plan of the Service Recipient or other member of the Company Group in which such Participant is eligible to participate, or, in the absence of such a plan, the complete and permanent inability of the Participant by reason of illness or accident to perform the duties of the occupation at which the Participant was employed or served when such disability commenced. Any determination of whether Disability exists in the absence of a long-term disability plan shall be made by the Company (or its designee) in its sole and absolute discretion.

(q) “Effective Date” means August 5, 2026.

(r) “Eligible Person” means any individual who satisfies the standards for “employment inducement grants” under the Inducement Award Rules. A person who previously served as an employee or director will not be an “Eligible Person” other than following a *bona fide* period of non-employment.

(s) “Exchange Act” means the Securities Exchange Act of 1934, as amended, and any successor thereto. Reference in the Plan to any section of (or rule promulgated under) the Exchange Act shall be deemed to include any rules, regulations or other interpretative guidance under such section or rule, and any amendments or successor provisions to such section, rules, regulations or guidance.

(t) “Exercise Price” has the meaning given to such term in Section 7(b) of the Plan.

(u) “Fair Market Value” means, as of any date, the fair market value of a share of Common Stock, as reasonably determined by the Company and consistently applied for purposes of the Plan, which may include, without limitation, the closing sales price on the trading day immediately prior to or on such date, or a trailing average of previous closing prices prior to such date.

(v) “GAAP” has the meaning given to such term in Section 7(d) of the Plan.

(w) “Grant Date Fair Market Value” means, as of a Date of Grant, (i) if the Common Stock is listed on a national securities exchange, the closing sales price of the Common Stock reported on the primary exchange on which the Common Stock is listed and traded on such date, or, if there are no such sales on that date, then on the last preceding date on which such sales were reported; (ii) if the Common Stock is not listed on any national securities exchange but is quoted in an inter-dealer quotation system on a last-sale basis, the average between the closing bid price and ask price reported on such date, or, if there is no such sale on that date, then on the last preceding date on which a sale was reported; or (iii) if the Common Stock is not listed on a national securities exchange or quoted in an inter-dealer quotation system on a last-sale basis, the amount determined by the Committee in good faith to be the fair market value of the Common Stock; *provided*, as to any Awards granted on or with a Date of Grant of the date of the pricing of the Company’s initial public offering, “Grant Date Fair Market Value” shall be equal to the per share price at which the Common Stock is offered to the public in connection with such initial public offering.

- (x) “Immediate Family Members” has the meaning given to such term in Section 14(b)(ii) of the Plan.
- (y) “Indemnifiable Person” has the meaning given to such term in Section 4(e) of the Plan.
- (z) “Inducement Award Rules” means Nasdaq Listing Rule 5635(c)(4) and the related guidance under NASDAQ IM-5635-1 (together with any analogous rules or guidance effective after the date hereof).
- (aa) “Non-Employee Director” means a member of the Board who is not an employee of any member of the Company Group.
- (bb) “Nonqualified Stock Option” means an Option which does not qualify as an “incentive stock option” under Section 422 of the Code.
- (cc) “Option” means an Award granted under Section 7 of the Plan.
- (dd) “Option Period” has the meaning given to such term in Section 7(c)(ii) of the Plan.
- (ee) “Other Equity-Based Award” means an Award that is not an Option, Stock Appreciation Right, Restricted Stock, or Restricted Stock Unit that is granted under Section 10 of the Plan and is (i) payable by delivery of Common Stock, and/or (ii) measured by reference to the value of Common Stock.
- (ff) “Outstanding Common Stock” means the then-outstanding shares of Common Stock, taking into account as outstanding for this purpose such shares of Common Stock that would be issuable upon the conversion or exchange of any vested class of limited liability company interests in ZoomInfo OpCo, convertible stock, debt or other securities (including shares issuable upon the conversion of vested equity awards granted under prior plans maintained by the Company or its Affiliates).
- (gg) “Outstanding Company Voting Securities” means the combined voting power of the then-outstanding voting securities of the Company entitled to vote generally in the election of directors.
- (hh) “Participant” means an Eligible Person who has been selected by the Committee to participate in the Plan and to receive an Award pursuant to the Plan.
- (ii) “Permitted Transferee” has the meaning given to such term in Section 14(b)(ii) of the Plan.
- (jj) “Person” means any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act).
- (kk) “Plan” means this ZoomInfo Technologies Inc. Inducement Equity Incentive Plan, as it may be amended and/or restated from time to time.
- (ll) “Plan Share Reserve” has the meaning given to such term in Section 5(b) of the Plan.
- (mm) “Qualifying Director” means a person who is with respect to actions intended to obtain an exemption from Section 16(b) of the Exchange Act pursuant to Rule 16b-3 under the Exchange Act, a “non-employee director” within the meaning of Rule 16b-3 under the Exchange Act.

(nn) “Restricted Period” means the period of time determined by the Committee during which an Award is subject to restrictions, including vesting conditions.

(oo) “Restricted Stock” means Common Stock, subject to certain specified restrictions (which may include, without limitation, a requirement that the Participant remain continuously employed or provide continuous services for a specified period of time), granted under Section 8 of the Plan.

(pp) “Restricted Stock Unit” means an unfunded and unsecured promise to deliver shares of Common Stock, cash, other securities or other property, subject to certain restrictions (which may include, without limitation, a requirement that the Participant remain continuously employed or provide continuous services for a specified period of time), granted under Section 8 of the Plan.

(qq) “Securities Act” means the Securities Act of 1933, as amended, and any successor thereto. Reference in the Plan to any section of (or rule promulgated under) the Securities Act shall be deemed to include any rules, regulations or other interpretative guidance under such section or rule, and any amendments or successor provisions to such section, rules, regulations or guidance.

(rr) “Service Recipient” means, with respect to a Participant holding a given Award, the member of the Company Group by which the original recipient of such Award is, or following a Termination was most recently, principally employed or to which such original recipient provides, or following a Termination was most recently providing, services, as applicable.

(ss) “SAR Base Price” means, as to any Stock Appreciation Right, the price per share of Common Stock designated as the base value above which appreciation in value is measured.

(tt) “Stock Appreciation Right” or “SAR” means an Other-Equity Based Award designated in an applicable Award Agreement as a stock appreciation right.

(uu) “Subsidiary” means, with respect to any specified Person:

(i) any corporation, association or other business entity of which more than 50% of the total voting power of shares of such entity’s voting securities (without regard to the occurrence of any contingency and after giving effect to any voting agreement or stockholders’ agreement that effectively transfers voting power) is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person (or a combination thereof); and

(ii) any partnership (or any comparable foreign entity) (A) the sole general partner (or functional equivalent thereof) or the managing general partner of which is such Person or Subsidiary of such Person or (B) the only general partners (or functional equivalents thereof) of which are that Person or one or more Subsidiaries of that Person (or any combination thereof).

(vv) “Sub-Plans” means any sub-plan to the Plan that has been adopted by the Board or the Committee for the purpose of permitting or facilitating the offering of Awards to employees of certain Designated Foreign Subsidiaries or otherwise outside the jurisdiction of the United States of America, with each such Sub-Plan designed to comply with local laws applicable to

offerings in such foreign jurisdictions. Although any Sub-Plan may be designated a separate and independent plan from the Plan in order to comply with applicable local laws, the Plan Share Reserve and the other limits specified in Section 5(b) of the Plan shall apply in the aggregate to the Plan and any Sub-Plan adopted hereunder.

(ww) “Substitute Award” has the meaning given to such term in Section 5(e) of the Plan.

(xx) “Termination” means the termination of a Participant’s employment or service, as applicable, with the Service Recipient for any reason (including death).

(yy) “ZoomInfo OpCo” means ZoomInfo Holdings LLC (formerly known as DiscoverOrg Holdings, LLC), a Delaware limited liability company.

3. Effective Date; Duration. The Plan shall be effective as of the Effective Date. The expiration date of the Plan, on and after which date no Awards may be granted hereunder, shall be the tenth (10th) anniversary of the Effective Date; *provided*, that such expiration shall not affect Awards then outstanding, and the terms and conditions of the Plan shall continue to apply to such Awards.

4. Administration.

(a) General. The Committee shall administer the Plan. To the extent required to comply with the provisions of Rule 16b-3 promulgated under the Exchange Act (if the Board is not acting as the Committee under the Plan) it is intended that each member of the Committee shall, at the time such member takes any action with respect to an Award under the Plan that is intended to qualify for the exemptions provided by Rule 16b-3 promulgated under the Exchange Act be a Qualifying Director. Awards may only be granted by Qualifying Directors.

(b) Committee Authority. Subject to the provisions of the Plan, applicable law and the Inducement Award Rules, the Committee shall have the sole and plenary authority, in addition to other express powers and authorizations conferred on the Committee by the Plan, to (i) designate Participants; (ii) determine the type or types of Awards to be granted to a Participant; (iii) determine the number of shares of Common Stock to be covered by, or with respect to which payments, rights, or other matters are to be calculated in connection with, Awards; (iv) determine the terms and conditions of any Award; (v) determine whether, to what extent, and under what circumstances Awards may be settled in, or exercised for, cash, shares of Common Stock, other securities, other Awards or other property, or canceled, forfeited, or suspended and the method or methods by which Awards may be settled, exercised, canceled, forfeited, or suspended; (vi) determine whether, to what extent, and under what circumstances the delivery of cash, shares of Common Stock, other securities, other Awards, or other property and other amounts payable with respect to an Award shall be deferred either automatically or at the election of the Participant or of the Committee; (vii) interpret, administer, reconcile any inconsistency in, correct any defect in and/or supply any omission in the Plan and any instrument or agreement relating to, or Award granted under, the Plan; (viii) establish, amend, suspend, or waive any rules and regulations and appoint such agents as the Committee shall deem appropriate for the proper administration of the Plan; (ix) adopt Sub-Plans; and (x) make any other determination and take

any other action that the Committee deems necessary or desirable for the administration of the Plan.

(c) Delegation. Except to the extent prohibited by applicable law or the applicable rules and regulations of any securities exchange or inter-dealer quotation system on which the securities of the Company are listed or traded or the Inducement Award Rules, the Committee may allocate all or any portion of its responsibilities and powers to any one or more of its members and may delegate all or any part of its responsibilities and powers to any person or persons selected by it. Any such allocation or delegation may be revoked by the Committee at any time. Without limiting the generality of the foregoing, the Committee may delegate to one or more officers of any member of the Company Group, the authority to act on behalf of the Committee with respect to any matter, right, obligation, or election which is the responsibility of, or which is allocated to, the Committee herein, and which may be so delegated as a matter of law, except with respect to grants of Awards to persons who are subject to Section 16 of the Exchange Act.

(d) Finality of Decisions. Unless otherwise expressly provided in the Plan, all designations, determinations, interpretations, and other decisions under or with respect to the Plan, any Award or any Award Agreement shall be within the sole discretion of the Committee, may be made at any time and shall be final, conclusive and binding upon all Persons, including, without limitation, any member of the Company Group, any Participant, any holder or beneficiary of any Award, and any stockholder of the Company.

(e) Indemnification. No member of the Board, the Committee or any employee or agent of any member of the Company Group (each such Person, an “Indemnifiable Person”) shall be liable for any action taken or omitted to be taken or any determination made with respect to the Plan or any Award hereunder (unless constituting fraud or a willful criminal act or omission). Each Indemnifiable Person shall be indemnified and held harmless by the Company against and from any loss, cost, liability, or expense (including attorneys’ fees) that may be imposed upon or incurred by such Indemnifiable Person in connection with or resulting from any action, suit or proceeding to which such Indemnifiable Person may be a party or in which such Indemnifiable Person may be involved by reason of any action taken or omitted to be taken or determination made with respect to the Plan or any Award hereunder and against and from any and all amounts paid by such Indemnifiable Person with the Company’s approval, in settlement thereof, or paid by such Indemnifiable Person in satisfaction of any judgment in any such action, suit or proceeding against such Indemnifiable Person, and the Company shall advance to such Indemnifiable Person any such expenses promptly upon written request (which request shall include an undertaking by the Indemnifiable Person to repay the amount of such advance if it shall ultimately be determined, as provided below, that the Indemnifiable Person is not entitled to be indemnified); *provided*, that the Company shall have the right, at its own expense, to assume and defend any such action, suit or proceeding and once the Company gives notice of its intent to assume the defense, the Company shall have sole control over such defense with counsel of the

Company's choice. The foregoing right of indemnification shall not be available to an Indemnifiable Person to the extent that a final judgment or other final adjudication (in either case not subject to further appeal) binding upon such Indemnifiable Person determines that the acts, omissions or determinations of such Indemnifiable Person giving rise to the indemnification claim resulted from such Indemnifiable Person's fraud or willful criminal act or omission or that such right of indemnification is otherwise prohibited by law or by the organizational documents of any member of the Company Group. The foregoing right of indemnification shall not be exclusive of or otherwise supersede any other rights of indemnification to which such Indemnifiable Persons may be entitled under the organizational documents of any member of the Company Group, as a matter of law, under an individual indemnification agreement or contract or otherwise, or any other power that the Company may have to indemnify such Indemnifiable Persons or hold such Indemnifiable Persons harmless.

(f) Board Authority. Notwithstanding anything to the contrary contained in the Plan, the Board may, in its sole discretion, at any time and from time to time, grant Awards and administer the Plan with respect to such Awards. Any such actions by the Board shall be subject to the applicable rules of the securities exchange or inter-dealer quotation system on which the Common Stock is listed or quoted and the Inducement Award Rules. In any such case, the Board shall have all the authority granted to the Committee under the Plan.

5. Grant of Awards; Shares Subject to the Plan; Limitations.

(a) Grants. The Committee may, from time to time, grant Awards to one or more Eligible Persons.

(b) Share Reserve. Subject to Section 12 of the Plan, 2,000,000 shares of Common Stock (the "Plan Share Reserve") shall be available for Awards under the Plan. Each Award granted under the Plan will reduce the Plan Share Reserve by the number of shares of Common Stock underlying the Award.

(c) Share Counting. Other than with respect to Substitute Awards, to the extent that an Award expires or is canceled, forfeited, or terminated without issuance to the Participant of the full number of shares of Common Stock to which the Award related, the unissued shares underlying such Award will be returned to the Plan Share Reserve and again be available for grant under the Plan. Shares of Common Stock shall be deemed to have been issued in settlement of Awards if the Fair Market Value equivalent of such shares is paid in cash; *provided*, that no shares shall be deemed to have been issued in settlement of a SAR, Other Equity-Based Award or Restricted Stock Unit that only provides for settlement in, and settles only in, cash. Shares of Common Stock withheld in payment of the Exercise Price or taxes relating to an Award and shares equal to the number of shares surrendered in payment of any Exercise Price, SAR Base Price, or taxes relating to an Award shall constitute shares issued to the Participant and shall reduce the Plan Share Reserve.

(d) Source of Shares. Shares of Common Stock issued by the Company in settlement of Awards may be authorized and unissued shares, shares held in the treasury of the Company, shares purchased on the open market or by private purchase or a combination of the foregoing.

(e) Substitute Awards. Awards may, in the sole discretion of the Committee, be granted under the Plan in assumption of, or in substitution for, outstanding awards previously granted by an entity directly or indirectly acquired by the Company or with which the Company combines (“Substitute Awards”). Substitute Awards shall not be counted against the Plan Share Reserve. Subject to applicable stock exchange requirements, available shares under a stockholder-approved plan of an entity directly or indirectly acquired by the Company or with which the Company combines (as appropriately adjusted to reflect the acquisition or combination transaction) may be used for Awards under the Plan and shall not reduce the number of shares of Common Stock available for issuance under the Plan.

6. Eligibility. Participation in the Plan shall be limited to Eligible Persons.

7. Options.

(a) General. Each Option granted under the Plan shall be evidenced by an Award Agreement, which agreement need not be the same for each Participant. Each Option so granted shall be subject to the conditions set forth in this Section 7, and to such other conditions not inconsistent with the Plan as may be reflected in the applicable Award Agreement. All Options granted under the Plan shall be Nonqualified Stock Options.

(b) Exercise Price. Except as otherwise provided by the Committee in the case of Substitute Awards, the exercise price (“Exercise Price”) per share of Common Stock for each Option shall not be less than 100% of the Grant Date Fair Market Value of such share.

(c) Vesting and Expiration; Termination.

(i) Options shall vest and become exercisable in such manner and on such date or dates or upon such event or events as determined by the Committee; *provided*, that notwithstanding any such vesting dates or events, the Committee may in its sole discretion accelerate the vesting of any Options at any time and for any reason.

(ii) Options shall expire upon a date determined by the Committee, not to exceed ten (10) years from the Date of Grant (the “Option Period”); *provided*, that if the Option Period would expire at a time when trading in the shares of Common Stock is prohibited by the Company’s insider trading policy (or Company-imposed “blackout period”), then the Option Period shall be automatically extended until the thirtieth (30th) day following the expiration of such prohibition.

(iii) Unless otherwise provided by the Committee, whether in an Award Agreement or otherwise, in the event of: (A) a Participant’s Termination by the Service Recipient for Cause, all outstanding Options granted to such Participant shall immediately terminate and expire; (B) a Participant’s Termination due to death or Disability, each outstanding unvested Option granted to such Participant shall immediately terminate and expire, and each outstanding vested Option shall remain exercisable for one (1) year thereafter (but in no event beyond the expiration of the Option Period); and (C) a Participant’s Termination for any other reason, each outstanding

unvested Option granted to such Participant shall immediately terminate and expire, and each outstanding vested Option shall remain exercisable for ninety (90) days thereafter (but in no event beyond the expiration of the Option Period).

(d) Method of Exercise and Form of Payment. No shares of Common Stock shall be issued pursuant to any exercise of an Option until payment in full of the Exercise Price therefor is received by the Company and the Participant has paid to the Company an amount equal to any Federal, state, local and non-U.S. income, employment and any other applicable taxes required to be withheld. Options which have become exercisable may be exercised by delivery of written or electronic notice of exercise to the Company (or telephonic instructions to the extent provided by the Committee) in accordance with the terms of the Option accompanied by payment of the Exercise Price. The Exercise Price shall be payable: (i) in cash, check, cash equivalent and/or shares of Common Stock valued at the Fair Market Value at the time the Option is exercised (including, pursuant to procedures approved by the Committee, by means of attestation of ownership of a sufficient number of shares of Common Stock in lieu of actual issuance of such shares to the Company); *provided*, that such shares of Common Stock are not subject to any pledge or other security interest and have been held by the Participant for at least six (6) months (or such other period as established from time to time by the Committee in order to avoid adverse accounting treatment applying generally accepted accounting principles (“GAAP”)); or (ii) by such other method as the Committee may permit, in its sole discretion, including, without limitation (A) in other property having a fair market value on the date of exercise equal to the Exercise Price; (B) by means of a broker-assisted “cashless exercise” pursuant to which the Company is delivered (including telephonically to the extent permitted by the Committee) a copy of irrevocable instructions to a stockbroker to sell the shares of Common Stock otherwise issuable upon the exercise of the Option and to deliver promptly to the Company an amount equal to the Exercise Price; or (C) a “net exercise” procedure effected by withholding the minimum number of shares of Common Stock otherwise issuable in respect of an Option that are needed to pay the Exercise Price and any applicable taxes determined in accordance with Section 14(d) hereof. Any fractional shares of Common Stock shall be settled in cash.

(e) Compliance With Laws, etc. Notwithstanding the foregoing, in no event shall a Participant be permitted to exercise an Option in a manner which the Committee determines would violate the Sarbanes-Oxley Act of 2002, as it may be amended from time to time, or any other applicable law or the applicable rules and regulations of the Securities and Exchange Commission or the applicable rules and regulations of any securities exchange or inter-dealer quotation system on which the securities of the Company are listed or traded.

8. Restricted Stock and Restricted Stock Units.

(a) General. Each grant of Restricted Stock and Restricted Stock Units shall be evidenced by an Award Agreement. Each Restricted Stock and Restricted Stock Unit so granted shall be subject to the conditions set forth in this Section 8, and to such other conditions not inconsistent with the Plan as may be reflected in the applicable Award Agreement.

(b) Stock Certificates and Book-Entry; Escrow or Similar Arrangement. Upon the grant of Restricted Stock, the Committee shall cause a stock certificate registered in the name of the Participant to be issued or shall cause share(s) of Common Stock to be registered in the name of the Participant and held in book-entry form subject to the Company's directions and, if the Committee determines that the Restricted Stock shall be held by the Company or in escrow rather than issued to the Participant pending the release of the applicable restrictions, the Committee may require the Participant to additionally execute and deliver to the Company (i) an escrow agreement satisfactory to the Committee, if applicable; and (ii) the appropriate stock power (endorsed in blank) with respect to the Restricted Stock covered by such agreement. Subject to the restrictions set forth in this Section 8, Section 14(b) of the Plan and the applicable Award Agreement, a Participant generally shall have the rights and privileges of a stockholder as to shares of Restricted Stock, including, without limitation, the right to vote such Restricted Stock. To the extent shares of Restricted Stock are forfeited, any stock certificates issued to the Participant evidencing such shares shall be returned to the Company, and all rights of the Participant to such shares and as a stockholder with respect thereto shall terminate without further obligation on the part of the Company. A Participant shall have no rights or privileges as a stockholder as to Restricted Stock Units.

(c) Vesting; Termination.

(i) Restricted Stock and Restricted Stock Units shall vest, and any applicable Restricted Period shall lapse, in such manner and on such date or dates or upon such event or events as determined by the Committee; *provided*, that, notwithstanding any such dates or events, the Committee may, in its sole discretion, accelerate the vesting of any Restricted Stock or Restricted Stock Unit or the lapsing of any applicable Restricted Period at any time and for any reason.

(ii) Unless otherwise provided by the Committee, whether in an Award Agreement or otherwise, in the event of a Participant's Termination for any reason prior to the time that such Participant's Restricted Stock or Restricted Stock Units, as applicable, have vested, (A) all vesting with respect to such Participant's Restricted Stock or Restricted Stock Units, as applicable, shall cease and (B) unvested shares of Restricted Stock and unvested Restricted Stock Units, as applicable, shall be forfeited to the Company by the Participant for no consideration as of the date of such Termination.

(d) Issuance of Restricted Stock and Settlement of Restricted Stock Units.

(i) Upon the expiration of the Restricted Period with respect to any shares of Restricted Stock, the restrictions set forth in the applicable Award Agreement shall be of no further force or effect with respect to such shares, except as set forth in the applicable Award Agreement. If an escrow arrangement is used, upon such expiration, the Company shall issue to the Participant, or the Participant's beneficiary, without charge, the stock certificate (or, if applicable, a notice evidencing a book-entry notation) evidencing the shares of Restricted Stock which have not then

been forfeited and with respect to which the Restricted Period has expired (rounded down to the nearest full share).

(ii) Unless otherwise provided by the Committee in an Award Agreement or otherwise, upon the expiration of the Restricted Period with respect to any outstanding Restricted Stock Units, the Company shall issue to the Participant or the Participant's beneficiary, without charge, one (1) share of Common Stock (or other securities or other property, as applicable) for each such outstanding Restricted Stock Unit; *provided*, that the Committee may, in its sole discretion, elect to (A) pay cash or part cash and part shares of Common Stock in lieu of issuing only shares of Common Stock in respect of such Restricted Stock Units; or (B) defer the issuance of shares of Common Stock (or cash or part cash and part shares of Common Stock, as the case may be) beyond the expiration of the Restricted Period if such extension would not cause adverse tax consequences under Section 409A of the Code. If a cash payment is made in lieu of issuing shares of Common Stock in respect of such Restricted Stock Units, the amount of such payment shall be equal to the Fair Market Value per share of the Common Stock as of the date on which the Restricted Period lapsed with respect to such Restricted Stock Units.

(e) Legends on Restricted Stock. Each certificate, if any, or book entry representing Restricted Stock awarded under the Plan, if any, shall bear a legend or book entry notation substantially in the form of the following, in addition to any other information the Company deems appropriate, until the lapse of all restrictions with respect to such shares of Common Stock:

TRANSFER OF THIS CERTIFICATE AND THE SHARES REPRESENTED HEREBY IS RESTRICTED PURSUANT TO THE TERMS OF THE ZOOMINFO TECHNOLOGIES INC. INDUCEMENT EQUITY INCENTIVE PLAN AND A RESTRICTED STOCK AWARD AGREEMENT BETWEEN ZOOMINFO TECHNOLOGIES INC. AND PARTICIPANT. A COPY OF SUCH PLAN AND AWARD AGREEMENT IS ON FILE AT THE PRINCIPAL EXECUTIVE OFFICES OF ZOOMINFO TECHNOLOGIES INC.

9. Reserved.

10. Other Equity-Based Awards. The Committee may grant Other Equity-Based Awards under the Plan to Eligible Persons, alone or in tandem with other Awards, in such amounts and dependent on such conditions as the Committee shall from time to time in its sole discretion determine. Each Other Equity-Based Award granted under the Plan shall be evidenced by an Award Agreement and shall be subject to such conditions not inconsistent with the Plan as may be reflected in the applicable Award Agreement.

11. Reserved.

12. Changes in Capital Structure and Similar Events. Notwithstanding any other provision in this Plan to the contrary, the following provisions shall apply to all Awards granted hereunder:

(a) General. In the event of (i) any dividend (other than regular cash dividends) or other distribution (whether in the form of cash, shares of Common Stock, other securities or other

property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, split-off, spin-off, combination, repurchase or exchange of shares of Common Stock or other securities of the Company, issuance of warrants or other rights to acquire shares of Common Stock or other securities of the Company, or other similar corporate transaction or event that affects the shares of Common Stock (including a Change in Control); or (ii) unusual or nonrecurring events affecting the Company, including changes in applicable rules, rulings, regulations or other requirements, that the Committee determines, in its sole discretion, could result in substantial dilution or enlargement of the rights intended to be granted to, or available for, Participants (any event in (i) or (ii), an “Adjustment Event”), the Committee shall, in respect of any such Adjustment Event, make such proportionate substitution or adjustment, if any, as it deems equitable, to any or all of (A) the Plan Share Reserve, or any other limit applicable under the Plan with respect to the number of Awards which may be granted hereunder; (B) the number of shares of Common Stock or other securities of the Company (or number and kind of other securities or other property) which may be issued in respect of Awards or with respect to which Awards may be granted under the Plan or any Sub-Plan; and (C) the terms of any outstanding Award, including, without limitation, (I) the number of shares of Common Stock or other securities of the Company (or number and kind of other securities or other property) subject to outstanding Awards or to which outstanding Awards relate; (II) the Exercise Price or SAR Base Price with respect to any Option or SAR, as applicable or any amount payable as a condition of issuance of shares of Common Stock (in the case of any other Award); or (III) any applicable performance measures; *provided*, that in the case of any “equity restructuring” (within the meaning of the Financial Accounting Standards Board Accounting Standards Codification Topic 718 (or any successor pronouncement thereto)), the Committee shall make an equitable or proportionate adjustment to outstanding Awards to reflect such equity restructuring.

(b) Change in Control. Without limiting the foregoing, in connection with any Adjustment Event that is a Change in Control, the Committee may, in its sole discretion, provide for any one or more of the following:

(i) substitution or assumption of, acceleration of the vesting of, exercisability of, or lapse of restrictions on, any one or more outstanding Awards; and

(ii) cancellation of any one or more outstanding Awards and payment to the holders of such Awards that are vested as of such cancellation (including, without limitation, any Awards that would vest as a result of the occurrence of such event but for such cancellation or for which vesting is accelerated by the Committee in connection with such event pursuant to clause (i) above), the value of such Awards, if any, as determined by the Committee (which value, if applicable, may be based upon the price per share of Common Stock received or to be received by other stockholders of the Company in such event), including, without limitation, in the case of an outstanding Option or SAR, a cash payment in an amount equal to the excess, if any, of the Fair Market Value (as of a date specified by the Committee) of the shares of Common Stock subject to such Option or SAR over the aggregate Exercise Price or SAR Base Price of such

Option or SAR (it being understood that, in such event, any Option or SAR having a per share Exercise Price or SAR Base Price equal to, or in excess of, the Fair Market Value of a share of Common Stock subject thereto may be canceled and terminated without any payment or consideration therefor).

For purposes of clause (i) above, an award will be considered granted in substitution of an Award if it has an equivalent value (as determined consistent with clause (ii) above) with the original Award, whether designated in securities of the acquiror in such Change in Control transaction (or an Affiliate thereof), or in cash or other property (including in the same consideration that other stockholders of the Company receive in connection with such Change in Control transaction), and retains the vesting schedule applicable to the original Award.

Payments to holders pursuant to clause (ii) above shall be made in cash or, in the sole discretion of the Committee, in the form of such other consideration necessary for a Participant to receive property, cash, or securities (or combination thereof) as such Participant would have been entitled to receive upon the occurrence of the transaction if the Participant had been, immediately prior to such transaction, the holder of the number of shares of Common Stock covered by the Award at such time (less any applicable Exercise Price or SAR Base Price).

(c) Other Requirements. Prior to any payment or adjustment contemplated under this Section 12, the Committee may require a Participant to (i) represent and warrant as to the unencumbered title to the Participant's Awards; (ii) bear such Participant's pro rata share of any post-closing indemnity obligations, and be subject to the same post-closing purchase price adjustments, escrow terms, offset rights, holdback terms, and similar conditions as the other holders of Common Stock, subject to any limitations or reductions as may be necessary to comply with Section 409A of the Code; and (iii) deliver customary transfer documentation as reasonably determined by the Committee.

(d) Fractional Shares. Any adjustment provided under this Section 12 may provide for the elimination of any fractional share that might otherwise become subject to an Award.

(e) Binding Effect. Any adjustment, substitution, determination of value or other action taken by the Committee under this Section 12 shall be conclusive and binding for all purposes.

13. Amendments and Termination.

(a) Amendment and Termination of the Plan. The Board may amend, alter, suspend, discontinue, or terminate the Plan or any portion thereof at any time; *provided*, that no such amendment, alteration, suspension, discontinuance or termination shall be made without stockholder approval if (i) such approval is necessary to comply with any regulatory requirement applicable to the Plan (including, without limitation, as necessary to comply with any rules or regulations of any securities exchange or inter-dealer quotation system on which the securities of the Company may be listed or quoted) or for changes in GAAP to new accounting standards; (ii) it would materially increase the number of securities which may be issued under the Plan (except for increases pursuant to Section 5 or 12 of the Plan); or (iii) it would materially modify the requirements for participation in the Plan; *provided, further*, that any such amendment,

alteration, suspension, discontinuance or termination that would materially and adversely affect the rights of any Participant or any holder or beneficiary of any Award theretofore granted shall not to that extent be effective without the consent of the affected Participant, holder or beneficiary. Notwithstanding the foregoing, no amendment shall be made to Section 13(c) of the Plan without stockholder approval.

(b) Amendment of Award Agreements. The Committee may, to the extent consistent with the terms of the Plan and any applicable Award Agreement, waive any conditions or rights under, amend any terms of, or alter, suspend, discontinue, cancel or terminate, any Award theretofore granted or the associated Award Agreement, prospectively or retroactively (including after a Participant's Termination); *provided*, that, other than pursuant to Section 12, any such waiver, amendment, alteration, suspension, discontinuance, cancellation or termination that would materially and adversely affect the rights of any Participant with respect to any Award theretofore granted shall not to that extent be effective without the consent of the affected Participant.

(c) No Repricing. Notwithstanding anything in the Plan to the contrary, without stockholder approval, except as otherwise permitted under Section 12 of the Plan, (i) no amendment or modification may reduce the Exercise Price of any Option or the SAR Base Price of any SAR; (ii) the Committee may not cancel any outstanding Option or SAR and replace it with a new Option or SAR (with a lower Exercise Price or SAR Base Price, as the case may be) or other Award or cash payment that is greater than the intrinsic value (if any) of the canceled Option or SAR; and (iii) the Committee may not take any other action which is considered a "repricing" for purposes of the stockholder approval rules of any securities exchange or inter-dealer quotation system on which the securities of the Company are listed or quoted.

14. General.

(a) Award Agreements. Each Award under the Plan shall be evidenced by an Award Agreement, which shall be delivered to the Participant to whom such Award was granted and shall specify the terms and conditions of the Award and any rules applicable thereto, including, without limitation, the effect on such Award of the death, Disability or Termination of a Participant, or of such other events as may be determined by the Committee. For purposes of the Plan, an Award Agreement may be in any such form (written or electronic) as determined by the Committee (including, without limitation, a Board or Committee resolution, an employment agreement, a notice, a certificate or a letter) evidencing the Award. The Committee need not require an Award Agreement to be signed by the Participant or a duly authorized representative of the Company.

(b) Nontransferability.

(i) Each Award shall be exercisable only by such Participant to whom such Award was granted during the Participant's lifetime, or, if permissible under applicable law, by the Participant's legal guardian or representative. No Award may be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by a Participant (unless such transfer is

specifically required pursuant to a domestic relations order or by applicable law) other than by will or by the laws of descent and distribution and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance shall be void and unenforceable against any member of the Company Group; *provided*, that the designation of a beneficiary shall not constitute an assignment, alienation, pledge, attachment, sale, transfer or encumbrance.

(ii) Notwithstanding the foregoing, the Committee may, in its sole discretion, permit Awards to be transferred by a Participant, without consideration, subject to such rules as the Committee may adopt consistent with any applicable Award Agreement to preserve the purposes of the Plan, to (A) any person who is a “family member” of the Participant, as such term is used in the instructions to Form S-8 under the Securities Act or any successor form of registration statement promulgated by the Securities and Exchange Commission (collectively, the “Immediate Family Members”); (B) a trust solely for the benefit of the Participant and the Participant’s Immediate Family Members; (C) a partnership or limited liability company whose only partners or stockholders are the Participant and the Participant’s Immediate Family Members; or (D) a beneficiary to whom donations are eligible to be treated as “charitable contributions” for federal income tax purposes (each transferee described in clauses (A), (B), (C) and (D) above is hereinafter referred to as a “Permitted Transferee”); *provided*, that the Participant gives the Committee advance written notice describing the terms and conditions of the proposed transfer and the Committee notifies the Participant in writing that such a transfer would comply with the requirements of the Plan.

(iii) The terms of any Award transferred in accordance with clause (ii) above shall apply to the Permitted Transferee and any reference in the Plan, or in any applicable Award Agreement, to a Participant shall be deemed to refer to the Permitted Transferee, except that (A) Permitted Transferees shall not be entitled to transfer any Award, other than by will or the laws of descent and distribution; (B) Permitted Transferees shall not be entitled to exercise any transferred Option unless there shall be in effect a registration statement on an appropriate form covering the shares of Common Stock to be acquired pursuant to the exercise of such Option if the Committee determines, consistent with any applicable Award Agreement, that such a registration statement is necessary or appropriate; (C) neither the Committee nor the Company shall be required to provide any notice to a Permitted Transferee, whether or not such notice is or would otherwise have been required to be given to the Participant under the Plan or otherwise; and (D) the consequences of a Participant’s Termination under the terms of the Plan and the applicable Award Agreement shall continue to be applied with respect to the Participant, including, without limitation, that an Option shall be exercisable by the Permitted Transferee only to the extent, and for the periods, specified in the Plan and the applicable Award Agreement.

(c) Dividends and Dividend Equivalents.

(i) The Committee may, in its sole discretion, provide a Participant as part of an Award with dividends, dividend equivalents, or similar payments in respect of Awards, payable in cash,

shares of Common Stock, other securities, other Awards or other property, on a current or deferred basis, on such terms and conditions as may be determined by the Committee in its sole discretion, including, without limitation, payment directly to the Participant, withholding of such amounts by the Company subject to vesting of the Award or reinvestment in additional shares of Common Stock.

(ii) Without limiting the foregoing, unless otherwise provided in the Award Agreement, any dividend otherwise payable in respect of any share of Restricted Stock that remains subject to vesting conditions at the time of payment of such dividend shall be retained by the Company and remain subject to the same vesting conditions as the share of Restricted Stock to which the dividend relates and shall be delivered (without interest) to the Participant within fifteen (15) days following the date on which such restrictions on such Restricted Stock lapse (and the right to any such accumulated dividends shall be forfeited upon the forfeiture of the Restricted Stock to which such dividends relate).

(iii) To the extent provided in an Award Agreement, the holder of outstanding Restricted Stock Units shall be entitled to be credited with dividend equivalent payments (upon the payment by the Company of dividends on shares of Common Stock) either in cash or, in the sole discretion of the Committee, in shares of Common Stock having a Fair Market Value equal to the amount of such dividends (and interest may, in the sole discretion of the Committee, be credited on the amount of cash dividend equivalents at a rate and subject to such terms as determined by the Committee), which accumulated dividend equivalents (and interest thereon, if applicable) shall be payable at the same time as the underlying Restricted Stock Units are settled following the date on which the Restricted Period lapses with respect to such Restricted Stock Units, and if such Restricted Stock Units are forfeited, the Participant shall have no right to such dividend equivalent payments (or interest thereon, if applicable).

(d) Tax Withholding.

(i) A Participant shall be required to pay to the Company or one or more of its Subsidiaries, as applicable, an amount in cash (by check or wire transfer) equal to the aggregate amount of any income, employment and/or other applicable taxes that are statutorily required to be withheld in respect of an Award. Alternatively, the Company or any of its Subsidiaries may elect, in its sole discretion, to satisfy this requirement by withholding such amount from any cash compensation or other cash amounts owing to a Participant.

(ii) Without limiting the foregoing, the Committee may (but is not obligated to), in its sole discretion, permit or require a Participant to satisfy, all or any portion of the minimum income, employment and/or other applicable taxes that are statutorily required to be withheld with respect to an Award by (A) the delivery of shares of Common Stock (which are not subject to any pledge or other security interest) that have been both held by the Participant and vested for at least six (6) months (or such other period as established from time to time by the Committee in order to avoid adverse accounting treatment under applicable accounting standards) having an aggregate Fair Market Value equal to such minimum statutorily required withholding liability (or

portion thereof); or (B) having the Company withhold from the shares of Common Stock otherwise issuable or deliverable to, or that would otherwise be retained by, the Participant upon the grant, exercise, vesting or settlement of the Award, as applicable, a number of shares of Common Stock with an aggregate Fair Market Value equal to an amount, subject to clause (iii) below, not in excess of such minimum statutorily required withholding liability (or portion thereof).

(iii) The Committee, subject to its having considered the applicable accounting impact of any such determination, has full discretion to allow Participants to satisfy, in whole or in part, any additional income, employment and/or other applicable taxes payable by them with respect to an Award by electing to have the Company withhold from the shares of Common Stock otherwise issuable or deliverable to, or that would otherwise be retained by, a Participant upon the grant, exercise, vesting or settlement of the Award, as applicable, shares of Common Stock having an aggregate Fair Market Value that is greater than the applicable minimum required statutory withholding liability (but such withholding may in no event be in excess of the maximum statutory withholding amount(s) in a Participant's relevant tax jurisdictions).

(e) Data Protection. By participating in the Plan or accepting any rights granted under it, each Participant consents to the collection and processing of personal data relating to the Participant so that the Company and its Affiliates can fulfill their obligations and exercise their rights under the Plan and generally administer and manage the Plan. This data will include, but may not be limited to, data about participation in the Plan and shares offered or received, purchased, or sold under the Plan from time to time and other appropriate financial and other data (such as the date on which the Awards were granted) about the Participant and the Participant's participation in the Plan.

(f) No Claim to Awards; No Rights to Continued Employment; Waiver. No employee of any member of the Company Group, or other Person, shall have any claim or right to be granted an Award under the Plan or, having been selected for the grant of an Award, to be selected for a grant of any other Award. There is no obligation for uniformity of treatment of Participants or holders or beneficiaries of Awards. The terms and conditions of Awards and the Committee's determinations and interpretations with respect thereto need not be the same with respect to each Participant and may be made selectively among Participants, whether or not such Participants are similarly situated. Neither the Plan nor any action taken hereunder shall be construed as giving any Participant any right to be retained in the employ or service of the Service Recipient or any other member of the Company Group, nor shall it be construed as giving any Participant any rights to continued service on the Board. The Service Recipient or any other member of the Company Group may at any time dismiss a Participant from employment or discontinue any consulting relationship, free from any liability or any claim under the Plan, unless otherwise expressly provided in the Plan or any Award Agreement. By accepting an Award under the Plan, a Participant shall thereby be deemed to have waived any claim to continued exercise or vesting of an Award or to damages or severance entitlement related to non-continuation of the Award

beyond the period provided under the Plan or any Award Agreement, except to the extent of any provision to the contrary in any written employment contract or other agreement between the Service Recipient and/or any member of the Company Group and the Participant, whether any such agreement is executed before, on or after the Date of Grant.

(g) International Participants. With respect to Participants who reside or work outside of the United States of America, the Committee may, in its sole discretion, amend the terms of the Plan and create or amend Sub-Plans or amend outstanding Awards with respect to such Participants in order to permit or facilitate participation in the Plan by such Participants, conform such terms with the requirements of local law or to obtain more favorable tax or other treatment for a Participant or any member of the Company Group.

(h) Designation and Change of Beneficiary. To the extent permitted by the Company, each Participant may file with the Committee a written designation of one or more Persons as the beneficiary(ies) who shall be entitled to receive the amounts payable with respect to an Award, if any, due under the Plan upon the Participant's death. A Participant may, from time to time, revoke or change the Participant's beneficiary designation without the consent of any prior beneficiary by filing a new designation with the Committee. The last such designation received by the Committee shall be controlling; *provided*, that no designation, or change or revocation thereof, shall be effective unless received by the Committee prior to the Participant's death, and in no event shall it be effective as of a date prior to such receipt. If no beneficiary designation is filed by a Participant, the beneficiary shall be deemed to be the Participant's spouse or, if the Participant is unmarried at the time of death, the Participant's estate.

(i) Termination. Except as otherwise provided in an Award Agreement, unless determined otherwise by the Committee at any point following such event: (i) neither a temporary absence from employment or service due to illness, vacation or leave of absence (including, without limitation, a call to active duty for military service through a Reserve or National Guard unit) nor a transfer from employment or service with one Service Recipient to employment or service with another Service Recipient (or vice-versa) shall be considered a Termination; and (ii) if a Participant undergoes a Termination, but such Participant continues to provide services to the Company Group in a non-employee capacity, such change in status shall not be considered a Termination for purposes of the Plan. Further, unless otherwise determined by the Committee, in the event that any Service Recipient ceases to be a member of the Company Group (by reason of sale, divestiture, spin-off or other similar transaction), unless a Participant's employment or service is transferred to another entity that would constitute a Service Recipient immediately following such transaction, such Participant shall be deemed to have suffered a Termination hereunder as of the date of the consummation of such transaction.

(j) No Rights as a Stockholder. Except as otherwise specifically provided in the Plan or any Award Agreement, no Person shall be entitled to the privileges of ownership in respect of shares of Common Stock which are subject to Awards hereunder until such shares have been issued or delivered to such Person.

(k) Government and Other Regulations.

(i) The obligation of the Company to settle Awards in shares of Common Stock or other consideration shall be subject to all applicable laws, rules, and regulations, and to such approvals by governmental agencies as may be required. Notwithstanding any terms or conditions of any Award to the contrary, the Company shall be under no obligation to offer to sell or to sell, and shall be prohibited from offering to sell or selling, any shares of Common Stock pursuant to an Award unless such shares have been properly registered for sale pursuant to the Securities Act with the Securities and Exchange Commission or unless the Company has received an opinion of counsel (if the Company has requested such an opinion), satisfactory to the Company, that such shares may be offered or sold without such registration pursuant to an available exemption therefrom and the terms and conditions of such exemption have been fully complied with. The Company shall be under no obligation to register for sale under the Securities Act any of the shares of Common Stock to be offered or sold under the Plan. The Committee shall have the authority to provide that all shares of Common Stock or other securities of any member of the Company Group issued under the Plan shall be subject to such stop-transfer orders and other restrictions as the Committee may deem advisable under the Plan, the applicable Award Agreement, the Federal securities laws, or the rules, regulations and other requirements of the Securities and Exchange Commission, any securities exchange or inter-dealer quotation system on which the securities of the Company are listed or quoted and any other applicable Federal, state, local or non-U.S. laws, rules, regulations and other requirements, and, without limiting the generality of Section 8 of the Plan, the Committee may cause a legend or legends to be put on certificates representing shares of Common Stock or other securities of any member of the Company Group issued under the Plan to make appropriate reference to such restrictions or may cause such Common Stock or other securities of any member of the Company Group issued under the Plan in book-entry form to be held subject to the Company's instructions or subject to appropriate stop-transfer orders. Notwithstanding any provision in the Plan to the contrary, the Committee reserves the right to add any additional terms or provisions to any Award granted under the Plan that the Committee, in its sole discretion, deems necessary or advisable in order that such Award complies with the legal requirements of any governmental entity to whose jurisdiction the Award is subject.

(ii) The Committee may cancel an Award or any portion thereof if it determines, in its sole discretion, that legal or contractual restrictions and/or blockage and/or other market considerations would make the Company's acquisition of shares of Common Stock from the public markets, the Company's issuance of Common Stock to the Participant, the Participant's acquisition of Common Stock from the Company and/or the Participant's sale of Common Stock to the public markets, illegal, impracticable or inadvisable. If the Committee determines to cancel all or any portion of an Award in accordance with the foregoing, the Company shall, subject to any limitations or reductions as may be necessary to comply with Section 409A of the Code, (A) pay to the Participant an amount equal to the excess of (I) the aggregate Fair Market

Value of the shares of Common Stock subject to such Award or portion thereof canceled (determined as of the applicable exercise date, or the date that the shares would have been vested or issued, as applicable); over (II) the aggregate Exercise Price or SAR Base Price (in the case of an Option or SAR, respectively) or any amount payable as a condition of issuance of shares of Common Stock (in the case of any other Award). Such amount shall be delivered to the Participant as soon as practicable following the cancellation of such Award or portion thereof, or (B) in the case of Restricted Stock, Restricted Stock Units or Other Equity-Based Awards, provide the Participant with a cash payment or equity subject to deferred vesting and delivery consistent with the vesting restrictions applicable to such Restricted Stock, Restricted Stock Units or Other Equity-Based Awards, or the underlying shares in respect thereof.

(l) No Section 83(b) Elections Without Consent of Company. No election under Section 83(b) of the Code or under a similar provision of law may be made unless expressly permitted by the terms of the applicable Award Agreement or by action of the Committee in writing prior to the making of such election. If a Participant, in connection with the acquisition of shares of Common Stock under the Plan or otherwise, is expressly permitted to make such election and the Participant makes the election, the Participant shall notify the Company of such election within ten (10) days after filing notice of the election with the Internal Revenue Service or other governmental authority, in addition to any filing and notification required pursuant to Section 83(b) of the Code or other applicable provision.

(m) Payments to Persons Other Than Participants. If the Committee shall find that any Person to whom any amount is payable under the Plan is unable to care for the Participant's affairs because of illness or accident, or is a minor, or has died, then any payment due to such Person or the Participant's estate (unless a prior claim therefor has been made by a duly appointed legal representative) may, if the Committee so directs the Company, be paid to the Participant's spouse, child, relative, an institution maintaining or having custody of such Person, or any other Person deemed by the Committee to be a proper recipient on behalf of such Person otherwise entitled to payment. Any such payment shall be a complete discharge of the liability of the Committee and the Company therefor.

(n) Nonexclusivity of the Plan. Neither the adoption of the Plan by the Board nor the submission of the Plan to the stockholders of the Company for approval shall be construed as creating any limitations on the power of the Board to adopt such other incentive arrangements as it may deem desirable, including, without limitation, the granting of equity-based awards otherwise than under the Plan, and such arrangements may be either applicable generally or only in specific cases.

(o) No Trust or Fund Created. Neither the Plan nor any Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between any member of the Company Group, on the one hand, and a Participant or other Person, on the other hand. No provision of the Plan or any Award shall require the Company, for the purpose of satisfying any obligations under the Plan, to purchase assets or place any assets in a trust or other

entity to which contributions are made or otherwise to segregate any assets, nor shall the Company be obligated to maintain separate bank accounts, books, records or other evidence of the existence of a segregated or separately maintained or administered fund for such purposes. Participants shall have no rights under the Plan other than as unsecured general creditors of the Company, except that insofar as they may have become entitled to payment of additional compensation by performance of services, they shall have the same rights as other service providers under general law.

(p) Reliance on Reports. Each member of the Committee and each member of the Board shall be fully justified in acting or failing to act, as the case may be, and shall not be liable for having so acted or failed to act in good faith, in reliance upon any report made by the independent public accountant of any member of the Company Group and/or any other information furnished in connection with the Plan by any agent of the Company or the Committee or the Board, other than himself or herself.

(q) Relationship to Other Benefits. No payment under the Plan shall be taken into account in determining any benefits under any pension, retirement, profit sharing, group insurance or other benefit plan of the Company except as otherwise specifically provided in such other plan or as required by applicable law.

(r) Governing Law. The Plan shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to contracts made and performed wholly within the State of Delaware, without giving effect to the conflict of laws provisions thereof. EACH PARTICIPANT WHO ACCEPTS AN AWARD IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY SUIT, ACTION, OR OTHER PROCEEDING INSTITUTED BY OR AGAINST SUCH PARTICIPANT IN RESPECT OF THE PARTICIPANT'S RIGHTS OR OBLIGATIONS HEREUNDER

(s) Severability. If any provision of the Plan or any Award or Award Agreement is or becomes or is deemed to be invalid, illegal, or unenforceable in any jurisdiction or as to any Person or Award, or would disqualify the Plan or any Award under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to the applicable laws, or if it cannot be construed or deemed amended without, in the determination of the Committee, materially altering the intent of the Plan or the Award, such provision shall be construed or deemed stricken as to such jurisdiction, Person or Award and the remainder of the Plan and any such Award shall remain in full force and effect.

(t) Obligations Binding on Successors. The obligations of the Company under the Plan shall be binding upon any successor corporation or organization resulting from the merger, consolidation or other reorganization of the Company, or upon any successor corporation or organization succeeding to substantially all of the assets and business of the Company.

(u) Section 409A of the Code.

(i) Notwithstanding any provision of the Plan to the contrary, it is intended that the provisions of the Plan comply with Section 409A of the Code, and all provisions of the Plan shall

be construed and interpreted in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A of the Code. Each Participant is solely responsible and liable for the satisfaction of all taxes and penalties that may be imposed on or in respect of such Participant in connection with the Plan (including any taxes and penalties under Section 409A of the Code), and neither the Service Recipient nor any other member of the Company Group shall have any obligation to indemnify or otherwise hold such Participant (or any beneficiary) harmless from any or all of such taxes or penalties. With respect to any Award that is considered “deferred compensation” subject to Section 409A of the Code, references in the Plan to “termination of employment” (and substantially similar phrases) shall mean “separation from service” within the meaning of Section 409A of the Code. For purposes of Section 409A of the Code, each of the payments that may be made in respect of any Award granted under the Plan is designated as separate payments.

(ii) Notwithstanding anything in the Plan to the contrary, if a Participant is a “specified employee” within the meaning of Section 409A(a)(2)(B)(i) of the Code, no payments in respect of any Awards that are “deferred compensation” subject to Section 409A of the Code and which would otherwise be payable upon the Participant’s “separation from service” (as defined in Section 409A of the Code) shall be made to such Participant prior to the date that is six (6) months after the date of such Participant’s “separation from service” or, if earlier, the date of the Participant’s death. Following any applicable six (6) month delay, all such delayed payments will be paid in a single lump sum on the earliest date permitted under Section 409A of the Code that is also a business day.

(iii) Unless otherwise provided by the Committee in an Award Agreement or otherwise, in the event that the timing of payments in respect of any Award (that would otherwise be considered “deferred compensation” subject to Section 409A of the Code) would be accelerated upon the occurrence of (A) a Change in Control, no such acceleration shall be permitted unless the event giving rise to the Change in Control satisfies the definition of a change in the ownership or effective control of a corporation, or a change in the ownership of a substantial portion of the assets of a corporation pursuant to Section 409A of the Code; or (B) a Disability, no such acceleration shall be permitted unless the Disability also satisfies the definition of “Disability” pursuant to Section 409A of the Code.

(v) Clawback/Repayment. All Awards shall be subject to reduction, cancellation, forfeiture or recoupment to the extent necessary to comply with (i) any clawback, forfeiture or other similar policy adopted by the Board or the Committee and as in effect from time to time; and (ii) applicable law. Further, to the extent that the Participant receives any amount in excess of the amount that the Participant should otherwise have received under the terms of the Award for any reason (including, without limitation, by reason of a financial restatement, mistake in calculations or other administrative error), the Participant shall be required to repay any such excess amount to the Company.

(w) Detrimental Activity. Notwithstanding anything to the contrary contained herein, if a Participant has engaged in any Detrimental Activity, as determined by the Committee, the Committee may, in its sole discretion, provide for one or more of the following:

(i) cancellation of any or all of such Participant's outstanding Awards; or

(ii) forfeiture by the Participant of any gain realized on the vesting or exercise of Awards, and repayment of any such gain promptly to the Company.

(x) Right of Offset. The Company will have the right to offset against its obligation to deliver shares of Common Stock (or other property or cash) under the Plan or any Award Agreement any outstanding amounts (including, without limitation, travel and entertainment or advance account balances, loans, repayment obligations under any Awards, or amounts repayable to the Company pursuant to tax equalization, housing, automobile or other employee programs) that the Participant then owes to any member of the Company Group and any amounts the Committee otherwise deems appropriate pursuant to any tax equalization policy or agreement. Notwithstanding the foregoing, if an Award is "deferred compensation" subject to Section 409A of the Code, the Committee will have no right to offset against its obligation to deliver shares of Common Stock (or other property or cash) under the Plan or any Award Agreement if such offset could subject the Participant to the additional tax imposed under Section 409A of the Code in respect of an outstanding Award.

(y) Expenses; Titles and Headings. The expenses of administering the Plan shall be borne by the Company Group. The titles and headings of the sections in the Plan are for convenience of reference only, and in the event of any conflict, the text of the Plan, rather than such titles or headings, shall control.

**RESTRICTED STOCK UNIT GRANT NOTICE
UNDER THE
ZOOMINFO TECHNOLOGIES INC.
INDUCEMENT EQUITY INCENTIVE PLAN**

ZoomInfo Technologies Inc. (the “Company”), pursuant to its Inducement Equity Incentive Plan (the “Plan”), hereby grants to the Participant set forth below the number of Restricted Stock Units set forth below. The Restricted Stock Units are subject to all of the terms and conditions as set forth herein, in the Restricted Stock Unit Agreement (attached hereto or previously provided to the Participant in connection with a prior grant), 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. This Award is granted as an inducement material to the Participant entering into employment with the Company or a Subsidiary, in accordance with Nasdaq Listing Rule 5635(c)(4), and is made outside of the ZoomInfo Technologies Inc. 2020 Omnibus Incentive Plan and the share reserve thereunder.

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

If a Change in Control occurs and during the 12-month period following such Change in Control, the Participant’s service is terminated by the Service Recipient without Cause or due to the Participant’s resignation for Good Reason (as defined below), all unvested Restricted Stock Units shall become fully vested upon the date of the Participant’s Termination.

“Good Reason” shall have the meaning given to such term in any employment or consulting agreement between the Participant and the Service Recipient in effect at the time of the Participant’s Termination. In the absence of any such employment or consulting agreement or the absence of any definition of “Good Reason” contained therein, “Good Reason” means the occurrence of one or more of the following events arising without the express written consent of the Participant, but only if the Participant notifies the Service Recipient in writing of the event within 60 days following the occurrence of the event, the event remains uncured after the expiration of 30 days from receipt of such notice, and the Participant resigns effective no later than 30 days following the Service Recipient’s failure to cure the event: (i) a material diminution in the Participant’s base salary or target bonus opportunity, (ii) a material diminution in the Participant’s authority, duties or responsibilities, (iii) a material change in geographic location at which the Participant performs services, or (iv) any material breach by the Company of this Restricted Stock Unit Agreement.

In the event of the Participant’s Termination due to death or Disability, all of the unvested Restricted Stock Units then held by the Participant, covering up to a maximum of 5,000 shares of Common Stock (inclusive of the number of shares covered by other unvested awards held by the Participant at the time of such death or Disability), shall become fully vested. This acceleration shall not occur if the Participant’s death was caused by suicide or by murder by an immediate beneficiary of the Participant.

Dividend Equivalents:

The Restricted 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 RESTRICTED STOCK UNIT GRANT NOTICE, THE RESTRICTED STOCK UNIT AGREEMENT AND THE PLAN, AND, AS AN EXPRESS CONDITION TO THE GRANT OF RESTRICTED STOCK UNITS HEREUNDER, AGREES TO BE BOUND BY THE TERMS OF THIS RESTRICTED STOCK UNIT GRANT NOTICE, THE RESTRICTED STOCK UNIT AGREEMENT AND THE PLAN.

PARTICIPANT

By:

Date:_____

**RESTRICTED STOCK UNIT AGREEMENT
UNDER THE
ZOOMINFO TECHNOLOGIES INC.
INDUCEMENT EQUITY INCENTIVE PLAN**

Pursuant to the Restricted Stock Unit Grant Notice (the “Grant Notice”) delivered to the Participant (as defined in the Grant Notice), and subject to the terms of this Restricted Stock Unit Agreement (this “Restricted Stock Unit Agreement”) and the ZoomInfo Technologies Inc. Inducement Equity Incentive Plan (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 Restricted 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 Restricted Stock Units provided in the Grant Notice (with each Restricted Stock Unit representing an unfunded, unsecured right to receive one share of Common Stock). The Company may make one or more additional grants of Restricted Stock Units to the Participant under this Restricted Stock Unit Agreement by providing the Participant with a new Grant Notice, which may also include any terms and conditions differing from this Restricted Stock Unit Agreement to the extent provided therein. The Company reserves all rights with respect to the granting of additional Restricted Stock Units hereunder and makes no implied promise to grant additional Restricted Stock Units.
2. **Vesting.** Subject to the conditions contained herein and in the Plan, the Restricted Stock Units shall vest as provided in the Grant Notice.
3. **Settlement of Restricted 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 Restricted Stock Unit (as adjusted under the Plan, as applicable) which becomes vested hereunder and such vested Restricted 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 Restricted 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 Restricted 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 Restricted 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 Restricted 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 Restricted 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 Restricted 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 Restricted 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 Restricted 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 Restricted Stock Units shall terminate and become of no further effect.

7. **Rights as Shareholder.** The Participant or a Permitted Transferee of the Restricted Stock Units shall have no rights as a shareholder with respect to any share of Common Stock underlying a Restricted 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 Restricted 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 Restricted 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 Restricted 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 Restricted 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 Restricted 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 Restricted 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 Restricted 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 Restricted 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 Restricted 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 A.

15. **Governing Law**. This Restricted 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 Restricted 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 Restricted 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 Restricted Stock Unit Agreement (including the Grant Notice), the Plan shall govern and control.

17. **Section 409A.** It is intended that the Restricted 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 Restricted 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 Restricted 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 Restricted Stock Unit Agreement and are incorporated herein by reference.

Entire Agreement. This Restricted 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 Restricted 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 Restricted Stock Unit Agreement and have the meanings set forth therein.

1. **Termination of Employment**. For purposes of the Restricted Stock Unit Agreement and the Plan, including Section 4 of the Restricted 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 Restricted 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 Restricted 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 Restricted 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 Restricted 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 Restricted 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 Restricted 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 Restricted Stock Units as a result of such cessation or loss or diminution in value of the Restricted Stock Units or any of the shares of Common Stock issuable under the Restricted 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 Restricted 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 Restricted 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 Restricted 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 Restricted 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 Restricted 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 Restricted 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 Restricted 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 Restricted 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 Restricted 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 Restricted 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 Restricted 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 Restricted 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 Restricted 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 Restricted 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 Restricted 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 Restricted Stock Unit Agreement and Section 14(d) of the Plan.

For purposes of Section 8 of the Restricted 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 Restricted 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 Restricted Stock Units, including the grant, vesting or settlement of the Restricted 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 Restricted 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 Restricted 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 Restricted 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 Restricted 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 Restricted Stock Unit Agreement and this Offer Document.

2. HOW CAN A PARTICIPANT ASCERTAIN THE CURRENT MARKET PRICE OF SHARES UNDERLYING THE RESTRICTED 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 Restricted Stock Unit Agreement:

(i) The Participant understands that recipients of the data described in Section 4 of Addendum A of the Restricted 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 Restricted Stock Unit Agreement, including Section 8(d) of the Plan, the grant of the Restricted Stock Units does not provide the Participant any right to receive a cash payment and the Restricted 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 Restricted 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 Restricted 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 Restricted Stock Unit Agreement and the Plan, including Section 4 of the Restricted 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 Restricted 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.

UK

Sub-Plan

The Restricted 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 Restricted Stock Unit Agreement or the Plan, including Section 8(d) of the Plan, the grant of the Restricted Stock Units does not provide the Participant any right to receive a cash payment and the Restricted 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 Restricted 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 Restricted 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 Restricted Stock Units or any other event giving rise to taxation under the Restricted 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

RESTRICTIVE COVENANT AGREEMENT

**PERFORMANCE STOCK UNIT GRANT NOTICE
UNDER THE
ZOOMINFO TECHNOLOGIES INC.
INDUCEMENT EQUITY INCENTIVE PLAN**

ZoomInfo Technologies Inc. (the “Company”), pursuant to its Inducement Equity 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. This Award is granted as an inducement material to the Participant entering into employment with the Company or a Subsidiary, in accordance with Nasdaq Listing Rule 5635(c)(4), and is made outside of the ZoomInfo Technologies Inc. 2020 Omnibus Incentive Plan and the share reserve thereunder.

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 applicable Vesting Date (as defined on <u>Exhibit A</u> attached hereto), the Performance Stock Units shall vest on the applicable Vesting Date(s) based on the Company's achievement of the performance goal(s) set forth and described on <u>Exhibit A</u> hereto. For purposes of this Award Agreement, the term "<u>Service Relationship</u>" 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). For the avoidance of doubt, no partial or pro-rata vesting will occur for performance below the applicable threshold for any Performance Year (as defined below) or for the partial Service Relationship of any applicable Performance Year.
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	Notwithstanding the foregoing, if a Change in Control occurs prior to the end of the Performance Period, then: (A) upon the consummation of such Change in Control, each then-outstanding Performance Stock Unit shall be converted, on a one-for-one basis, and for purposes of determining the number of Performance Stock Units subject to conversion, shall assume that the Annual Performance Factor for the remaining relevant Performance Years was attained at Target levels, into a time-based vesting Restricted Stock Unit (each such converted Restricted Stock Unit, a “Converted RSU”), that vests over the remaining Performance Period on the originally scheduled Vesting Dates, subject to the Participant’s continued Service Relationship with the Company (or its successor, combined or surviving entity, as the case may be) through the consummation of the Change in Control and each subsequent Vesting Date(s) (as applicable); (B) if the Participant’s Service Relationship is terminated by the Company without Cause or by the Participant for Good Reason (each as defined in the Plan) within the twelve (12) month period following the Change in Control, (each such termination event, a “Qualifying Termination”), all then-unvested Converted RSUs shall vest in full immediately upon such Qualifying Termination; and (C) following a Change in Control, no additional performance measurement and/or goals may be applied to any portion of the Performance Stock Units. Unless the context otherwise requires, references to “Performance Stock Units” shall be deemed to include “Converted RSUs” to the extent applicable following a 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.

PARTICIPANT

By:

Date:_____

**PERFORMANCE STOCK UNIT AGREEMENT
UNDER THE
ZOOMINFO TECHNOLOGIES INC.
INDUCEMENT EQUITY 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. Inducement Equity 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.

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.

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 A¹

¹ Note to Draft: Performance metrics for award to be determined.

Exhibit B

RESTRICTIVE COVENANT AGREEMENT

**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: August 5, 2026

/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, M. Graham O'Brien, 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: August 5, 2026

/s/ M. Graham O'Brien

M. Graham O'Brien
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 June 30, 2026 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), Henry Schuck, as Chief Executive Officer of the Company, and M. Graham O'Brien, 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: August 5, 2026

/s/ Henry Schuck

Henry Schuck

Chief Executive Officer

(Principal Executive Officer)

/s/ M. Graham O'Brien

M. Graham O'Brien

Chief Financial Officer

(Principal Financial Officer)