As filed with the Securities and Exchange Commission on May 11, 2020.

Registration No. 333-236674

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

AMENDMENT NO. 1 TO
FORM S-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

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

Delaware	7372	84-3721253
(State or other jurisdiction of incorporation or organization)	**(Primary Standard Industrial Classification Code Number)**	**(I.R.S. Employer Identification No.)**

805 Broadway Street, Suite 900
Vancouver, Washington 98660
Telephone: (800) 914-1220
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Anthony Stark
General Counsel
ZoomInfo Technologies Inc.
805 Broadway Street, Suite 900
Vancouver, Washington 98660
Telephone: (800) 914-1220
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Richard A. Fenyes Simpson Thacher & Bartlett LLP 425 Lexington Avenue New York, New York 10017 Telephone: (212) 455-2000	Marc D. Jaffe Jason M. Licht Stelios G. Saffos Latham & Watkins LLP 885 Third Avenue New York, New York 10022 Telephone: (212) 906-1200

Approximate date of commencement of proposed sale to the public: **As soon as practicable after this Registration Statement is declared effective.**

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, 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 7(a)(2)(B) of the Securities Act. ☐

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Proposed Maximum Aggregate Offering Price(1)(2)	Amount of Registration Fee(3)
Class A Common Stock, par value $0.01 per share	$500,000,000	$64,900

(1) Estimated solely for the purpose of determining the amount of the registration fee in accordance with Rule 457(o) under the Securities Act of 1933.
(2) Includes shares of Class A common stock that are subject to the underwriters' option to purchase additional shares.
(3) Previously paid.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until this Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED , 2020

PROSPECTUS

Shares

zoominfo

ZoomInfo Technologies Inc.

Class A Common Stock

$ per share

This is the initial public offering of shares of Class A common stock of ZoomInfo Technologies Inc. We are selling shares of our Class A common stock. We currently expect the initial public offering price to be between $ and $ per share of Class A common stock. We have applied to list our shares of Class A common stock on the Nasdaq Global Select Market (the "Nasdaq") under the trading symbol "ZI."

Following this offering, we will have three classes of common stock: Class A common stock, Class B common stock, and Class C common stock. Holders of shares of our Class A common stock are entitled to one vote for each share of Class A common stock held of record on all matters on which stockholders are entitled to vote generally. Holders of shares of our Class B common stock are entitled to ten votes for each share of Class B common stock held of record (for so long as the aggregate number of outstanding shares of our Class B common stock and Class C common stock represents at least 5% of the aggregate number of outstanding shares of common stock, and thereafter, one vote per share) on all matters on which stockholders of ZoomInfo Technologies Inc. are entitled to vote generally. Holders of shares of our Class C common stock are entitled to ten votes for each share of Class C common stock held of record (for so long as the aggregate number of outstanding shares of our Class B common stock and Class C common stock represents at least 5% of the aggregate number of our outstanding shares of common stock, and thereafter, one vote per share upon the automatic conversion into shares of Class A common stock) on all matters on which stockholders of ZoomInfo Technologies Inc. are entitled to vote generally. See "Description of Capital Stock." ZoomInfo Technologies Inc. will be a holding company whose sole material asset will be a controlling equity interest in ZoomInfo HoldCo (as defined herein), which will be a holding company whose sole material asset will be an indirect controlling equity interest in ZoomInfo OpCo (as defined herein). The number of outstanding OpCo Units (as defined herein) of ZoomInfo OpCo will equal the aggregate number of outstanding shares of Class A common stock, Class B common stock and Class C common stock. See "Organizational Structure—Offering Transactions."

After the completion of this offering, certain affiliates of each of TA Associates, Carlyle, and our Founders (each as defined herein) will be parties to a stockholders agreement and will beneficially own approximately % of the combined voting power of our Class A, Class B, and Class C common stock (or % if the underwriters exercise in full their option to purchase additional shares of Class A common stock). As a result, we will be a "controlled company" within the meaning of the Nasdaq corporate governance standards. See "Management—Controlled Company Exception" and "Principal Stockholders."

We intend to use all of the net proceeds from this offering (including from any exercise by the underwriters of their option to purchase additional shares of Class A common stock) (i) to purchase newly issued HoldCo Units from ZoomInfo HoldCo, which in turn will purchase the same number of newly issued OpCo Units from ZoomInfo OpCo, (ii) to purchase OpCo Units from certain Pre-IPO OpCo Unitholders, (iii) to purchase HoldCo Units from certain Pre-IPO HoldCo Unitholders, and (iv) to fund merger consideration payable to certain Pre-IPO Blocker Holders (as defined herein) in connection with the Blocker Mergers (as defined herein). The foregoing purchases of HoldCo Units and OpCo Units will be at a price per unit equal to the public offering price per share of Class A common stock in this offering, less the underwriting discount. We will only retain net proceeds used to purchase newly issued HoldCo Units from ZoomInfo HoldCo, which will, in turn, purchase newly issued OpCo Units from ZoomInfo OpCo. ZoomInfo OpCo expects to use the proceeds it receives through ZoomInfo HoldCo from this offering to redeem and cancel all outstanding Series A Preferred Units (as defined herein), to repay our second lien term loans, and for general corporate purposes. See "Use of Proceeds" and "Certain Relationships and Related Person Transaction—Purchase of OpCo Units and Class A Common Stock."

We are an "emerging growth company" as defined under the federal securities laws and, as such, have elected to comply with certain reduced public company reporting requirements. See "Summary—Implications of Being an Emerging Growth Company."

Investing in shares of our Class A common stock involves risks. See "Risk Factors" beginning on page 31.

Neither the Securities and Exchange Commission nor any other regulatory body has approved or disapproved of these securities or passed upon the accuracy or adequacy of this prospectus. Any representation to the contrary is a criminal offense.

	Per Share	Total
Initial public offering price	$	$
Underwriting discount[(1)]	$	$
Proceeds, before expenses, to ZoomInfo Technologies Inc.	$	$

(1) We have agreed to reimburse the underwriters for certain expenses in connection with this offering. Please see the section entitled "Underwriting" for a description of compensation payable to the underwriters.

To the extent that the underwriters sell more than shares of our Class A common stock, the underwriters have the option, within 30 days from the date of this prospectus, to purchase up to an additional shares of our Class A common stock from us at the initial public offering price less the underwriting discount.

The underwriters expect to deliver the shares of our Class A common stock against payment in New York, New York on or about , 2020.

Joint Book-Running Managers

J.P. Morgan Morgan Stanley

Barclays | Credit Suisse | BofA Securities

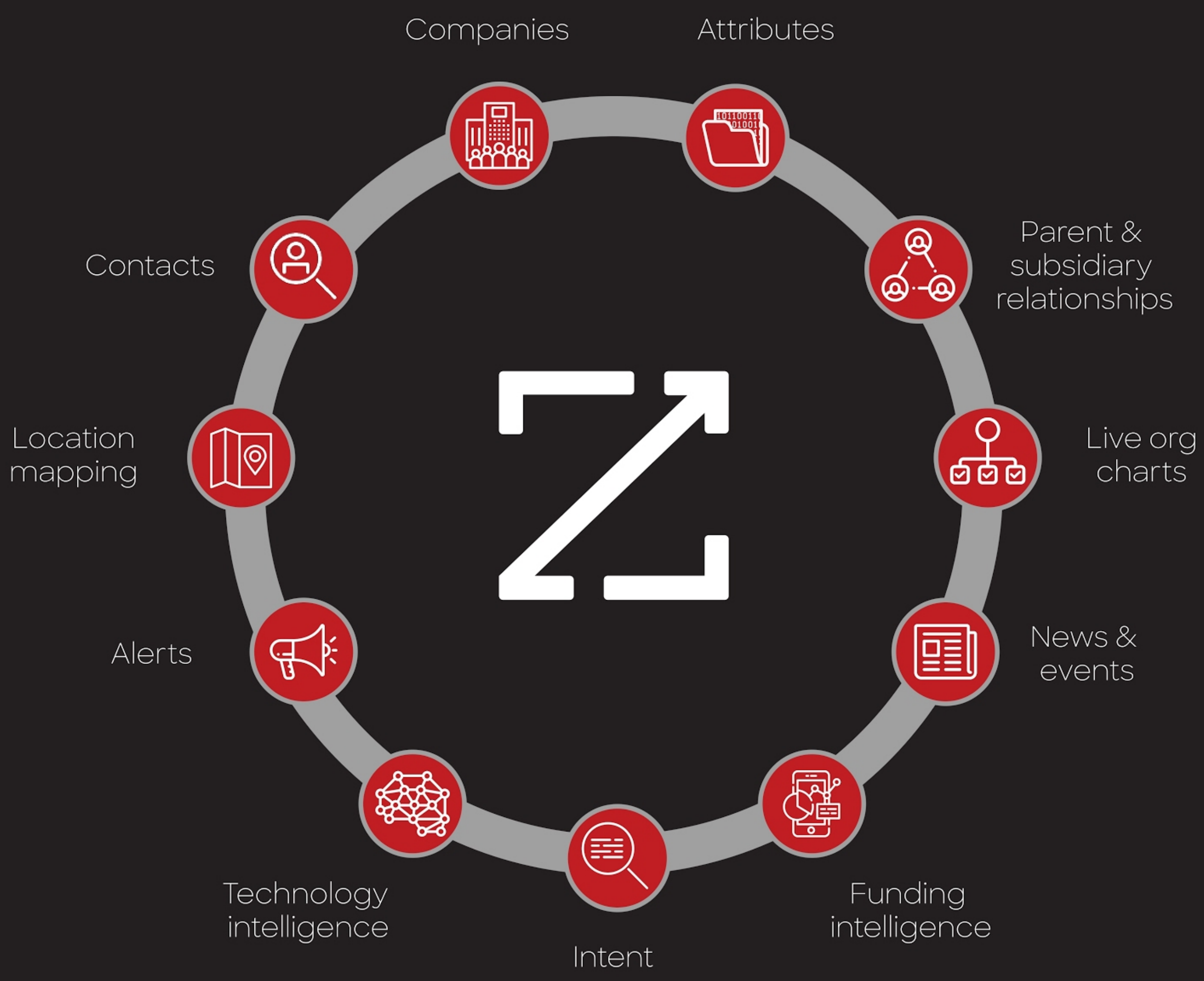
Deutsche Bank Securities | RBC Capital Markets | UBS Investment Bank | Wells Fargo Securities

Co-Managers

Canaccord Genuity | JMP Securities | Mizuho Securities | Piper Sandler | Raymond James | Stifel | SunTrust Robinson Humphrey

The date of this prospectus is , 2020.

We Deliver the 360-Degree View of Go-to-Market Intelligence



zoominfo

$293MM

2019 GAAP REVENUE[1]

99%

SUBSCRIPTION REVENUE[2]

>10X

LTV / CAC[3]

15K+

CUSTOMERS[2]

50MM

CONTACT RECORD EVENTS DAILY[2] [4]

630+

CUSTOMERS >$100K ACV[2]

1. Net loss and Adjusted Operating Income (as defined in "Summary-Summary Historical and Pro Forma Financial and Other Data") of $78.0 million and $167.1 million in 2019.
2. As of or for the three months ended March 31, 2020.
3. For the twelve months ended March 31, 2020.
4. A contact record event is receipt of additional information or confirmatory evidence about a contact.

zoominfo

Table of Contents

You should rely only on the information contained in this prospectus, any amendment or supplement to this prospectus, or any free writing prospectus we may authorize to be delivered or made available to you. This prospectus is an offer to sell only the shares offered hereby, but only under the circumstances and in jurisdictions where it is lawful to do so. Neither we nor the underwriters have authorized anyone to provide you with information different from that contained in this prospectus, any amendment or supplement to this prospectus, or any free writing prospectus prepared by us or on our behalf. Neither we nor the underwriters take any responsibility for, or can provide any assurance as to the reliability of, any information other than the information in this prospectus, any amendment or supplement to this prospectus, or any free writing prospectus prepared by us or on our behalf. The information in this prospectus, any amendment or supplement to this prospectus, or any applicable free writing prospectus is accurate only as of its date, regardless of the time of delivery of this prospectus, any amendment or supplement to this prospectus, or any applicable free writing prospectus, as applicable, or any sale of shares of our Class A common stock. Our business, financial condition, results of operations, and prospects may have changed since that date.

For Investors Outside the United States: We and the underwriters are offering to sell, and seeking offers to buy, shares of our Class A common stock only in jurisdictions where offers and sales are permitted. Neither we nor the underwriters have done anything that would permit this offering or possession or distribution of this prospectus in any jurisdiction where action for that purpose is required, other than in the United States. Persons outside the United States who come into possession of this prospectus must inform themselves about, and observe any restrictions relating to, the offering of the shares of our Class A common stock and the distribution of this prospectus outside the United States.

About this Prospectus

Financial Statement Presentation

This prospectus includes certain historical combined and consolidated financial and other data for ZoomInfo OpCo. Immediately following this offering, ZoomInfo Technologies Inc. will be a holding company, and its sole material asset will be a controlling equity interest in ZoomInfo HoldCo, which will be a holding company whose sole material asset will be a controlling equity interest in ZoomInfo OpCo. ZoomInfo Technologies Inc. will operate and control all of the business and affairs of ZoomInfo OpCo through ZoomInfo HoldCo and, through ZoomInfo OpCo and its subsidiaries, conduct our business. Following this offering, ZoomInfo OpCo will be the predecessor of ZoomInfo Technologies Inc. for financial reporting purposes. As a result, the consolidated financial statements of ZoomInfo Technologies Inc. will recognize the assets and liabilities received in the reorganization at their historical carrying amounts, as reflected in the historical financial statements of ZoomInfo OpCo. ZoomInfo Technologies Inc. will consolidate ZoomInfo OpCo through ZoomInfo HoldCo on its consolidated financial statements and record a non-controlling interest related to the OpCo Units and HoldCo Units held by our pre-IPO owners (as defined below) on its consolidated balance sheet and statement of operations.

On February 1, 2019, we acquired, through a newly formed wholly owned subsidiary, Zebra Acquisition Corporation, 100% of the stock of Zoom Information, Inc. ("Pre-Acquisition ZI"). Pre-Acquisition ZI was a leading provider of company and contact information to sales and marketing professionals. The Zoom Information Acquisition (as defined below) qualifies as a business combination and was accounted for as such. We included the financial results of Pre-Acquisition ZI in the consolidated financial statements of ZoomInfo OpCo from the date of the Zoom Information Acquisition. Accordingly, the financial statements for the periods prior to the Zoom Information Acquisition may not be comparable to those for the periods after the Zoom Information Acquisition.

Numerical figures included in this prospectus 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.

Certain Definitions

As used in this prospectus, unless otherwise noted or the context requires otherwise:

- "22C Capital" refers to investment funds associated with 22C Capital LLC and its predecessor.
- "ACV" refers to annual contract value, or the total annualized value that a customer has agreed to pay for subscription services at any particular point in time under contract(s) that are or were enforceable at that point in time.
- "Blocker Companies" refers to certain of our Pre-IPO OpCo Unitholders that are taxable as corporations for U.S. federal income tax purposes.
- "CAC" refers to customer acquisition cost, or the cost of acquiring a new customer. We calculate CAC as (i) our adjusted sales and marketing expense, which excludes expenses that are non-cash or one-time in nature, including equity compensation costs, amortization related to acquired technology, and acquisition-related integration and compensation expenses, divided by (ii) the number of new customers added during the period.
- "Carlyle" refers to investment funds associated with The Carlyle Group.
- "Class P Units" refers to Class P Units (including, without limitation, any indirectly held Class P Units) of ZoomInfo OpCo. The Class P Units are "profits interests" having economic characteristics similar to stock options and have the right to share in any equity value of ZoomInfo OpCo above specified participation thresholds which are referred to as "strike prices" in this prospectus.
- "Continuing Class P Unitholders" refers to certain pre-IPO owners who will continue to hold Class P Units following the consummation of the Reorganization Transactions and the Offering Transactions.
- "contact record event" refers to receipt of additional information or confirmatory evidence about a contact.

- “customers” refers to companies that have contracted with us to use our services and, at the time of measurement, maintain one or more active paid subscriptions to our platform. Paid subscriptions will generally include access for a number of employees or other affiliated persons of the customer.
- “Datanyze” refers, collectively, to Datanyze, Inc. and Datanyze Rus, LLC.
- “existing owners” or “pre-IPO owners” refer, collectively, to the Sponsors, the Founders, and the management and other equity holders who are the owners of ZoomInfo OpCo immediately prior to the Transactions (as defined herein).
- “Employee Units” refers to the HoldCo Units into which certain Class P Units (including, without limitation, certain indirectly held Class P Units) will be converted in the Reorganization Transactions.
- “Exchange Tax Receivable Agreement” refers to the tax receivable agreement entered into with certain Pre-IPO OpCo Unitholders.
- “Founders” refers to Henry Schuck, our Chief Executive Officer, and Kirk Brown.
- “HoldCo Units” refers to the new class of units of ZoomInfo HoldCo created by the Reclassification. Each OpCo Unit and HoldCo Unit will have equivalent value and exchange rights for Class A common stock, subject to applicable vesting.
- “HSKB” refers to HSKB Funds, LLC, a privately held limited liability company formed on February 9, 2016 for the purpose of issuing equity to certain persons who had performed and would continue to perform services for ZoomInfo OpCo.
- “LTIP Units” refers to a class of partnership units that are intended to qualify as “profit interests” in ZoomInfo OpCo for federal income tax purposes that, subject to certain conditions, including vesting, are convertible by the holder into OpCo Units. LTIP Units initially will not have full parity, on a per unit basis, with OpCo Units with respect to ordinary and liquidating distributions. Upon the occurrence of specified events, LTIP Units can over time achieve full parity with OpCo Units, at which time vested LTIP Units may be converted into OpCo Units on a one-for-one basis.
- “LTV” refers to lifetime value, or the value that we expect to generate from a customer during the period that the customer continues to use our services. We calculate LTV as the product of (i) our average ACV per customer, multiplied by (ii) our adjusted gross margin, which excludes expenses that are non-cash or one-time in nature, including equity compensation costs, amortization related to acquired technology, and acquisition-related integration and compensation expenses, multiplied by (iii) the fraction that is one divided by the annual rate that customers cancel subscriptions, which is defined as the percentage of ACV for customers that cancel during the period divided by the ACV at the beginning of the period.
- “NeverBounce” refers to Metrics Delivered LLC.
- “OpCo Units” refers to the new class of units of ZoomInfo OpCo created by the Reclassification, and does not include Class P Units. Each OpCo Unit and HoldCo Unit will have equivalent value and exchange rights for Class A common stock, subject to applicable vesting.
- “paid users” refers to employees or other affiliated persons of a customer that have been granted access to our system under the terms of a contract with a customer.
- “Pre-IPO Blocker Holders” refers to the pre-IPO owners that hold their interests in us through the Blocker Companies immediately prior to the consummation of this offering.
- “Pre-IPO HoldCo Unitholders” refers to the pre-IPO owners that hold HoldCo Units immediately prior to the consummation of this offering.
- “Pre-IPO OpCo Unitholders” refers to the pre-IPO owners that hold OpCo Units immediately prior to the consummation of this offering.

- “RainKing” refers to Rain King Software, Inc.
- “Reorganization Tax Receivable Agreement” refers to the tax receivable agreement entered into with the Pre-IPO Blocker Holders.
- “Series A Preferred Units” refers to the Series A preferred units of ZoomInfo OpCo outstanding immediately prior to the consummation of this offering and the use of proceeds therefrom.
- “Sponsors” refers, collectively, to TA Associates, Carlyle, and 22C Capital.
- “TA Associates” refers to investment funds associated with TA Associates.
- “tax receivable agreements” refers, collectively, to the Exchange Tax Receivable Agreement and the Reorganization Tax Receivable Agreement.
- “total addressable market” or “TAM” refers to the revenue opportunity that we believe is available to go-to-market intelligence solutions, such as ours. We calculate our TAM as the sum of (i) the product of (a) the number of specifically identified companies in our system with 10 to 99 employees and who sell to other businesses, multiplied by (b) the average ACV that we generate from companies with 10 to 99 employees, plus (ii) the product of (a) the number of specifically identified companies in our system with 100 to 999 employees and who sell to other businesses, multiplied by (b) the average ACV that we generate from companies with 100 to 999 employees, plus (iii) the product of (a) the number of specifically identified companies in our system with over 1,000 employees, multiplied by (b) the average ACV that we generated from the top quartile of customers with over 1,000 employees.
- “ZoomInfo,” the “Company,” “we,” “us,” and “our” refer, (1) prior to the consummation of the Reorganization Transactions and the Offering Transactions, to ZoomInfo OpCo and its consolidated subsidiaries and, (2) after the consummation of the Reorganization Transactions and the Offering Transactions, to ZoomInfo Technologies Inc. and its consolidated subsidiaries.
- “ZoomInfo HoldCo” refers to ZoomInfo Intermediate Holdings LLC, a Delaware limited liability company, and a direct subsidiary of ZoomInfo Technologies Inc. following the Reorganization Transactions.
- “ZoomInfo OpCo” refers to ZoomInfo Holdings LLC (formerly known as DiscoverOrg Holdings, LLC), a Delaware limited liability company, and a direct subsidiary of ZoomInfo HoldCo and indirect subsidiary of ZoomInfo Technologies Inc. following the Reorganization Transactions.

Unless indicated otherwise, the information included in this prospectus assumes the following:

- no exercise by the underwriters of their option to purchase up to an additional shares of Class A common stock from us solely to cover over-allotments;
- that the shares of Class A common stock to be sold in this offering are sold at $ per share, which is the midpoint of the price range indicated on the front cover of this prospectus; and
- a -for-one reverse unit split by ZoomInfo OpCo.

SUMMARY

This summary highlights information contained elsewhere in this prospectus and does not contain all of the information you should consider before investing in shares of our Class A common stock. Before you decide to invest in shares of our Class A common stock, you should read this entire prospectus carefully, including the sections entitled "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements and the related notes thereto included elsewhere in this prospectus. This summary contains forward-looking statements that involve risks and uncertainties.

Overview

Our mission is to unlock actionable business information and insights to make organizations more successful.

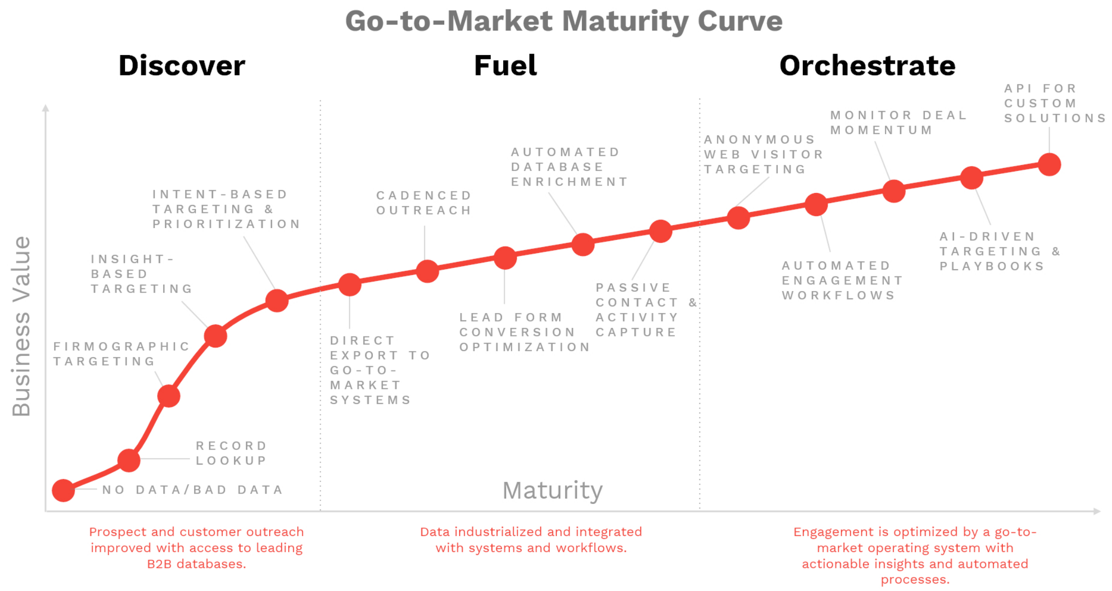
ZoomInfo is a leading go-to-market intelligence platform for sales and marketing teams. Our cloud-based platform provides highly accurate and comprehensive information on the organizations and professionals they target. This "360-degree view" enables sellers and marketers to shorten sales cycles and increase win rates by delivering the right message, to the right person, at the right time, to hit their number.

Every business needs to sell effectively to thrive. Today, sales and marketing is inherently inefficient. Sales representatives spend only a third of their time actually selling, in large part because they must spend so much of their time researching, curating, and organizing data, which is often of poor quality. Sales and marketing teams often lack scalable and actionable go-to-market intelligence to engage their customers and prospects. All organizations that sell to other businesses can use ZoomInfo to sell more, in a smarter, better, and faster way.

Today, approximately 202,000 paid users leverage our platform to identify the best target customers, pinpoint the right decision makers, obtain continually updated predictive lead and company scoring, monitor buying signals and other attributes of target companies, craft the right message, engage via automated sales tools, and track progress through the deal cycle. Our go-to-market intelligence platform delivers comprehensive and high-quality intelligence and analytics on approximately 14 million companies, including advanced attributes, technologies used by companies, intent signals, and decision-maker contact information. Our intelligence is kept up to date in real time.

By leveraging artificial intelligence ("AI") and machine learning techniques ("ML"), the ZoomInfo platform is able to process billions of raw data events and refine them into unique and actionable insights. To create these insights, our platform continuously collects, enriches, curates, and verifies the data from millions of proprietary and public sources, including our contributory network, which captures data on approximately 50 million contact record events daily from our free Community Edition users and many of our paying customers.

Our software, insights, and data enable over 15,000 companies to sell and market more effectively and efficiently. Our customers operate in almost every industry vertical, including software, business services, manufacturing, telecommunications, financial services and insurance, retail, media and internet, transportation, education, hospitality, healthcare, and real estate, and range from the largest global enterprises, to mid-market companies, down to small businesses. As customers continue their journey with us, we help them move up the go-to-market maturity curve from basic go-to-market operations, such as finding target accounts and contacts, to more sophisticated motions, such as prioritizing accounts, automating workflows and campaigns, crafting nuanced pitches, and monitoring deal momentum. Our robust suite of software and insights supports every step along that journey.



Independent of size or industry, we believe our platform can make almost any sales and marketing team more effective and more efficient.

This broad applicability drives our TAM of approximately $24 billion , according to our estimates. Using the ZoomInfo platform, we have identified over 740,000 global businesses that sell to other businesses and have more than ten employees, which represent our potential customers. Our current customer base of over 15,000 implies penetration of approximately 2% .

Internally, we use the ZoomInfo platform to drive our own highly effective and efficient go-to-market motion. We have developed a high-velocity lead generation engine and invested in tech-enabled processes, such as lead scoring and lead routing, fueled by our data and insights. When combined with our investments in onboarding, training, and sales enablement, this results in an optimized go-to-market motion. For the 12 months ended March 31, 2020, our median new business sales cycle from opportunity creation to close is less than 30 days , and our average LTV compared to our average CAC is over 10x . Our focus on customer adoption, success, and expansion helps us to deliver continued value and creates opportunities for increased usage. Today, over 630 of our customers spend more than $100,000 in ACV, with 15 customers spending over $1,000,000 in ACV.

ZoomInfo, formerly known as DiscoverOrg, was co-founded in 2007 by our CEO, Henry Schuck. DiscoverOrg achieved significant organic growth since its founding and acquired Zoom Information, Inc. (“Pre-Acquisition ZI”) in February 2019 to further expand the breadth of our go-to-market intelligence, industry coverage, and addressable market opportunity. Subsequently, the combined business has been re-branded as ZoomInfo. We and Pre-Acquisition ZI generated revenue of $144.3 million and $72.5 million in 2018, respectively, and $293.3 million in 2019 and $9.7 million for the one month ended January 31, 2019, respectively. We generated revenue of $54.6 million and $102.2

million for the three months ended March 31, 2019 and March 31, 2020, respectively. We and Pre-Acquisition ZI generated net income (loss) of $(28.6) million and $(27.5) million in 2018, respectively, and $(78.0) million in 2019 and $0.8 million for the one month ended January 31, 2019, respectively. We generated net income (loss) of $(40.2) million and $(5.9) million for the three months ended March 31, 2019 and March 31, 2020, respectively. We generated Adjusted Operating Income of $83.6 million and $167.1 million in 2018 and 2019, respectively. We generated Adjusted Operating Income of $31.7 million and $49.1 million for the three months ended March 31, 2019 and March 31, 2020, respectively.

Industry Background

Sales and Marketing is Fundamental to Every Business

For every company, sales and marketing is a fundamental function that defines its success. As a result, businesses typically spend significantly on sales and marketing activities. For example, Forbes Global 2000 companies collectively spent over $2 trillion on sales and marketing activities alone in 2018 according to Capital IQ.

Business-to-Business (“B2B”) Sales and Marketing has Changed

Prior to the advent of sales and marketing technologies, businesses that sold to other businesses operated in an analog world, relying on field sales representatives to gather customer information and navigate sales processes. This process was manual, expensive, and inefficient. The data gathered was limited in depth, breadth, and accuracy, and began decaying as soon as it was captured. To address these problems, businesses invested in new technologies like customer relationship management (“CRM”) to digitally transform the way they sell. The CRM market grew from $12 billion in 2009 to $42 billion in 2018, representing a nearly 250% increase, according to a 2019 Global Industry Analysts, Inc. report. CRM systems were adopted primarily to manage the sales process, while marketing automation systems and new forms of customer engagement were developed to automate different go-to-market tasks. Despite these investments, businesses still rely largely on manual processes to gather intelligence to drive these systems. Consequently, the data that supports CRM and sales & marketing automation systems and workflows is frequently stale, inaccurate, incomplete, and limited in depth and breadth.

Sales and Marketing is Still Inefficient

According to Salesforce.com, sales representatives spend only a third of their time actually selling, in large part because they must spend so much of their time researching and organizing data, which is often of poor quality. This inefficiency is manifested in three main ways:

1) ***It’s hard to find and engage with decision makers.*** Inaccurate or missing contact information plagues efforts to engage with a broad set of targets quickly and efficiently.

2) ***It’s hard to know when to engage.*** Sales and marketing professionals need to manually gather information across various sources to determine when a potential customer intends to make a purchase.

3) ***No data-driven way to prioritize targets.*** Prioritization decisions for sales and marketing resources are often made based on intuition, random knowledge gathering, or incomplete and inaccurate data.

There is a Need for a Comprehensive Go-to-Market Intelligence Solution

Sales and marketing teams need go-to-market intelligence to engage the right people, at the right companies, with the right message, at the right time. Go-to-market intelligence provides a “360-degree view,” aggregating all the information and intelligence gathered from numerous sources that together paint a comprehensive dynamic picture of target customers, their organizational structure, corporate hierarchy, decision-makers, and methods of contact. This all needs to be updated in real time and integrated into workflows through CRM and sales & marketing automation systems—the systems nearly every company uses to manage its sales and marketing processes.

Today, point solutions exist to aid in go-to-market intelligence efforts, but they only address a fraction of the 360-degree view of the customer, and often lack the accuracy required to be effective. According to a Forrester report we commissioned, only 1.2% of companies have mature B2B intelligence practices and technology. Companies that have implemented some B2B intelligence practices and technology have realized 35% more leads and 45% higher-quality leads, leading to higher revenue and faster growth.

The ZoomInfo Platform

Our cloud-based go-to-market intelligence platform give sales and marketing professionals highly accurate and comprehensive information and insights on the organizations and professionals they target. Our platform helps users identify the best target customers, pinpoint the right decision makers, obtain continually updated predictive lead and company scoring, monitor buying signals and other attributes of target companies, craft the right message, engage via automated sales tools, and track progress through the deal cycle.

We provide a comprehensive 360-degree view on approximately 14 million companies and over 120 million professionals. We combine this with deep insights, such as personnel moves, pain points or planned investments, technologies used by companies, intent signals, advanced attributes (such as time series growth, granular department and location information, and employee trends), organizational charts, news and events, hierarchy information, locations, and funding details. Our intelligence is kept up to date in real time. This enables us to provide our customers with a contractual guarantee that at least 95% of the employment information they access will be current.

Our Data Engine

Our Machine Learning and Artificial Intelligence Technologies

We are able to deliver high-quality intelligence at scale by leveraging an AI- and ML-powered engine that gathers data from millions of sources and standardizes, matches to entities, verifies, cleans, and applies the processed data to companies and people. To help train our AI and ML technologies and augment our contributory network, we have a team of 300 research analysts with deep expertise in cleaning B2B data.

Our Data Sources

We have a number of data sources, including proprietary sources, that enrich our platform:

- ***Contributory Network.*** Our free users and many of our paying customers contribute data that enhances our platform. Our contributory network captures data on approximately 50 million contact record events daily.
- ***Unstructured Public Information.*** Our patented and proprietary technologies extract and parse unstructured information found on webpages, newsfeeds, blogs, and other public sources, and then match that information with entities that we have previously identified.
- ***Data Training Lab.*** We have developed hundreds of processes, largely automated, to gather information from sources, such as PBX directories, website traffic and source code, and proprietary surveys.
- ***Generally Available Information.*** Our technology adds value to public information and a limited amount of purchased third-party data by combining them with our proprietary insights.

Benefits of Our Platform

- ***Significant and Measurable Revenue Improvement.*** Our platform increases revenue for our customers who can easily measure the impact because we integrate with the systems that they use to attribute revenue.
- ***Unmatched Accuracy, Depth, and Coverage of Data.*** We are able to provide a guarantee of 95%+ accuracy as a result of our focus on quality, coupled with proprietary methods to extract, parse, match, and clean data. We do not believe that any other solution provides the depth and breadth of data that we provide on approximately 14 million companies and over 120 million professionals.
- ***Unique Data Points Drive Valuable Insights.*** We integrate unique data points that are proprietary to ZoomInfo with our customers' data to enrich their information and develop unique insights.

- ***Integrated and Automated Platform.*** Our insights are available on our cloud-based platform and can also be delivered directly into our customers' workflows and supporting infrastructure, including Salesforce, Marketo, HubSpot, Microsoft Dynamics, Oracle Sales Cloud, and other platforms. The vast majority of our customers integrate ZoomInfo with their most-used CRM or sales & marketing automation system.

Our Competitive Strengths

- ***Market Leader with a Comprehensive Go-to-Market Intelligence Platform.*** We provide the most accurate and comprehensive go-to-market intelligence platform available.

- ***Finely Tuned Go-to-Market Model.*** We utilize the ZoomInfo platform to power our efficient go-to-market motion. For the 12 months ended March 31, 2020, our average LTV to average CAC was over 10x .

- ***High-Velocity Software Development.*** We foster an innovative, fast-paced engineering culture that enabled the release of 112 product features and services in 2019.

- ***Viral Enthusiasm Driven by Our Base of "Fanatic Users."*** We have approximately 82,000 "Fanatic Users," which we define as users with over 100 activities, such as searches, exports, record views, and list match requests, among others, on the platform per month. We believe our Fanatic Users drive viral adoption of our platform.

- ***Powerful and Significant Network Effects.*** As our user base grows, so does the data we receive, which enables us to provide greater value to our customers.

- ***Visionary, Founder-Led Management Team.*** Our highly talented, customer-centric senior leadership, led by our co-founder and CEO, Henry Schuck, enables us to rapidly develop new products, move more quickly than our competition, and build our fast-paced, execution-oriented culture.

Our Market Opportunity

We estimate the TAM for our platform to be approximately $24 billion , based on data as of March 31, 2020.

We calculate our TAM by estimating the total number of companies by employee size for companies with 1,000+ employees, companies with 100 to 999 employees, and companies with 10 to 99 employees and applying the ACV to each respective company using internally generated data of actual customer spend by company size. For companies with 1,000+ employees, we have applied the average ACV of our top quartile of customers with over 1,000 employees, who we believe have achieved broader implementation of our platform across their organizations. For companies with 100 to 999 employees and companies with 10 to 99 employees, we have applied an average ACV based on current spend for our customers in these bands. The aggregate calculated value represents our estimated TAM. Data for numbers of companies by employee count is from our ZoomInfo platform that we have identified as relevant prospects for our platform.

Our Growth Strategy

We intend to drive the growth of our business through the following strategies:

- ***Continue to Acquire New Customers***

- ***Deliver Additional High-Value Solutions to Our Existing Customers***

- ***Drive Incremental Penetration Within Enterprises***

- ***Leverage Our Platform for Adjacent Use Cases such as Recruiting***

- ***Expand to International Markets***

- ***Selective Acquisitions to Complement Our Platform***

Recent Developments

In December 2019, a novel strain of Coronavirus disease (“COVID-19”) was reported, and in March 2020, the WHO characterized COVID-19 as a pandemic. The COVID-19 pandemic has resulted in travel restrictions, prohibitions of non-essential activities, disruption and shutdown of certain businesses, and greater uncertainty in global financial markets. Such conditions are creating disruption in global supply chains, increasing rates of unemployment, and adversely impacting many industries. The outbreak could have a continued adverse impact on economic and market conditions and trigger a period of global economic slowdown.

As of the date of this prospectus, the full impact of the COVID-19 pandemic on the global economy and the extent to which the COVID-19 pandemic may impact our financial condition or results of operations remain uncertain. Furthermore, because of our largely subscription-based business model, the effect of the COVID-19 pandemic may not be fully reflected in our results of operations and overall financial condition until future periods, if at all.

As a result of the COVID-19 pandemic, we expect we will experience slowed growth or decline in new customer demand for our platform and lower demand from our existing customers for upgrades within our platform. We have experienced and expect to continue to experience an increase in potential customers seeking lower prices or other more favorable contract terms and current customers attempting to obtain concessions on the terms of existing contracts, including requests for early termination or waiver of payment obligations, all of which has adversely affected and could materially adversely impact our business, results of operations, and overall financial condition in future periods. The extent and continued impact of the COVID-19 pandemic on our operational and financial condition will depend on certain developments, including: the duration and spread of the outbreak; government responses to the pandemic; its impact on the health and welfare of our employees and their families; its impact on our customers and our sales cycles; its impact on customer, industry, or employee events; delays in hiring and onboarding new employees; and effects on our partners and vendors, some of which are uncertain, difficult to predict, and not within our control.

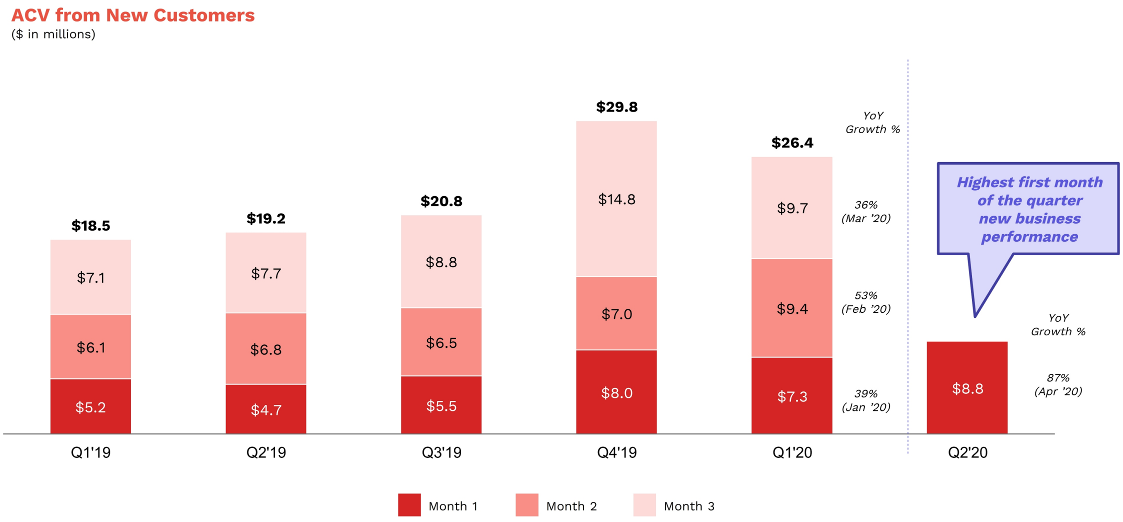
In response to the COVID-19 pandemic, in the first quarter of 2020, we temporarily closed all of our offices, including our office in Israel, and enabled our entire work force to work remotely. We have also implemented travel restrictions for non-essential business. These changes remain in effect in the second quarter of 2020 and could extend into future quarters. The impact, if any, of these and any additional operational changes we may implement is uncertain, but changes we have implemented to date have not affected and are not expected to materially affect our ability to maintain operations, including financial reporting systems, internal control over financial reporting, and disclosure controls and procedures. See “Risk Factors” for further discussion of the possible impact of the COVID-19 pandemic on our business.

To illustrate the performance of our business during the COVD-19 pandemic, we are disclosing certain new business ACV and net ACV changes.

New business ACV, which quantifies in a given period the annualized value of contracts with new customers that subscribed in such period, was $9.7 million in March 2020, representing 36% year-over-year growth, and $8.8 million in April 2020, representing 87% year-over-year growth. With respect to new business ACV, April 2020 was our highest first month of any quarter since the Zoom Information Acquisition. This growth may be attributable to factors including:

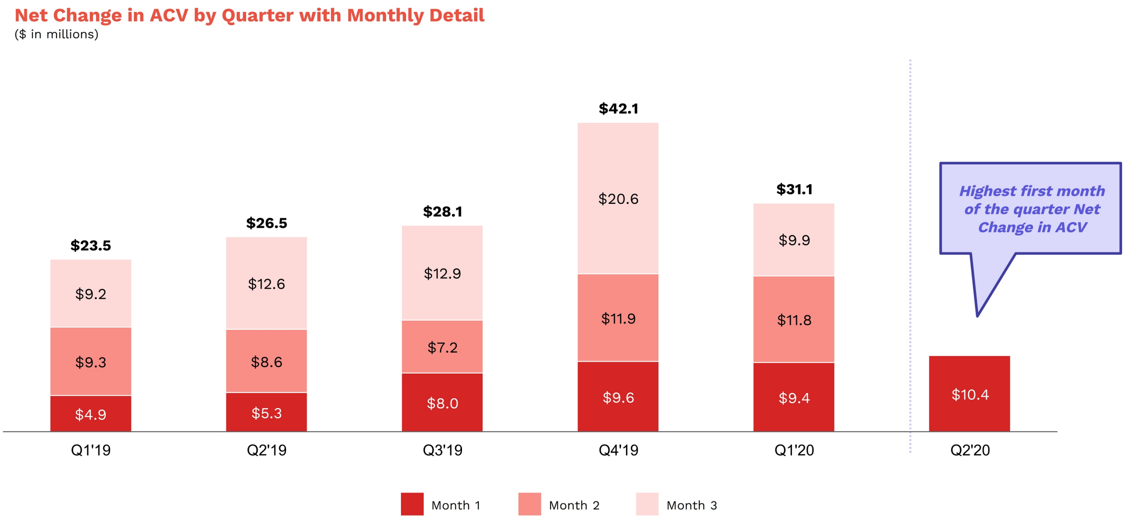
- companies looking to improve the effectiveness and efficiency of their sales teams, particularly as historical sales activities involving in-person meetings and travel are less feasible;
- our solution’s easily identifiable and quickly-realized return on investment (“ROI”), which is even more important when selling in this environment; and
- our short sales cycle and the relatively low price point of our solution.

New Business Sales Trends



Largely due to growth in new business ACV, we experienced a positive Net Change in ACV in both March 2020 and April 2020. "Net Change in ACV" is defined as ACV at the end of the period minus ACV at the beginning of a period. Net Change in ACV is impacted by new contracts signed with new and existing customers, renewals and non-renewals of existing contracts, cancellations of contracts, and amendments or any other changes to contracts.

Net Change in ACV Trends



ACV represents the total annualized value that a customer has agreed to pay for subscription services at any particular point in time under contract(s) that are or were enforceable at that point in time and does not represent revenue recognized from such contract(s). ACV is not meant to be considered in isolation or as a substitute for revenue or any other GAAP measures and is not indicative of our actual financial results for the quarter ended March 31, 2020 or for any other period or of future financial results.

Investment Risks

An investment in shares of our Class A common stock involves substantial risks and uncertainties that may adversely affect our business, financial condition, results of operations, and cash flows. Some of the more significant challenges and risks relating to an investment in our Company include, among other things, the following:

- the COVID-19 pandemic, including the global economic uncertainty and measures taken in response, could materially impact our business and future results of operations;
- larger well-funded companies shifting their existing business models to become more competitive with us;
- our ability to provide or adapt our platform for changes in laws and regulations or public perception, or changes in the enforcement of such laws, relating to data privacy;
- the effects of companies more effectively catering to our customers by offering more tailored products or platforms at lower costs;
- adverse general economic and market conditions reducing spending on sales and marketing;
- the effects of declining demand for sales and marketing subscription platforms;
- our ability to improve our technology and keep up with new processes for data collection, organization, and cleansing;
- our ability to provide a highly accurate, reliable, and comprehensive platform moving forward;
- our reliance on third-party systems that we do not control to integrate with our system and our potential inability to continue to support integration;
- our ability to adequately fund research and development potentially limiting introduction of new features, integrations, and enhancements;
- our ability to attract new customers and expand existing subscriptions;
- a decrease in participation in our contributory network or increased opt-out rates impacting the depth, breadth, and accuracy of our platform;
- our failure to protect and maintain our brand and our ability to attract and retain customers;
- our substantial indebtedness, which could adversely affect our financial condition, our ability to raise additional capital to fund our operations, our ability to operate our business, our ability to react to changes in the economy or our industry, and our ability to meet our obligations under our outstanding indebtedness, and could divert our cash flow from operations for debt payments;
- the parties to our stockholders agreement controlling us and their interests conflicting with ours or yours in the future; and
- our being, upon the listing of our Class A common stock on the Nasdaq, a “controlled company” within the meaning of the Nasdaq rules and, as a result, qualifying for exemptions from certain corporate governance requirements, as a result of which you will not have the same protections afforded to stockholders of companies that are subject to such requirements.

Please see “Risk Factors” for a discussion of these and other factors you should consider before making an investment in shares of our Class A common stock.

Organizational Structure

For a simplified diagram depicting our current organizational structure, see "Organizational Structure." Immediately following this offering, ZoomInfo Technologies Inc. will be a holding company, and its sole material asset will be a controlling equity interest in ZoomInfo HoldCo, which will be a holding company whose sole material asset will be a controlling equity interest in ZoomInfo OpCo. ZoomInfo Technologies Inc. will operate and control all of the business and affairs, and consolidate the financial results, of ZoomInfo OpCo through ZoomInfo HoldCo and, through ZoomInfo OpCo and its subsidiaries, conduct our business. Prior to the completion of this offering:

- ZoomInfo OpCo will effect a -for-one reverse unit split;
- ZoomInfo Technologies Inc. will form a new merger subsidiary with respect to each of the Blocker Companies through which certain of our Pre-IPO Blocker Holders hold their interests in ZoomInfo OpCo, each merger subsidiary will merge with and into the respective Blocker Companies in reverse-subsidiary mergers, and the surviving entities will merge with and into ZoomInfo Technologies Inc. (such mergers, the "Blocker Mergers"), which Blocker Mergers will result in the Pre-IPO Blocker Holders receiving a combination of (i) shares of Class C common stock of ZoomInfo Technologies Inc. and (ii) a cash amount in respect of reductions in such Pre-IPO Blocker Holders' equity interests, based on the initial offering price of the Class A common stock (see "Organizational Structure—Blocker Mergers");
- certain pre-IPO owners will acquire interests in ZoomInfo HoldCo as a result of the merger of an entity that holds OpCo Units on behalf of such pre-IPO owners into ZoomInfo HoldCo (the "ZoomInfo HoldCo Contributions") and the redemption of some OpCo Units pursuant to which the holders of such OpCo Units receive HoldCo Units; and
- the limited liability company agreement of each of ZoomInfo OpCo and ZoomInfo HoldCo will be amended and restated to, among other things, modify their capital structure by reclassifying the interests held by the Pre-IPO OpCo Unitholders, the Continuing Class P Unitholders, and the Pre-IPO HoldCo Unitholders, resulting in OpCo Units of ZoomInfo OpCo, Class P Units of ZoomInfo OpCo, and HoldCo Units of ZoomInfo HoldCo, respectively (such reclassification, the "Reclassification").

We refer to the Reclassification, together with the Blocker Mergers and the ZoomInfo HoldCo Contributions, as the "Reorganization Transactions." Pursuant to the amended and restated limited liability company agreement of ZoomInfo OpCo, the Pre-IPO OpCo Unitholders (or certain permitted transferees) will have the right (subject to the terms of such limited liability company agreement) to exchange their OpCo Units (together with a corresponding number of shares of Class B common stock) for shares of our Class A common stock on a one-for-one basis, subject to customary conversion rate adjustments for stock splits, stock dividends, and reclassifications. Pursuant to the amended and restated limited liability company agreement of ZoomInfo HoldCo, the Pre-IPO HoldCo Unitholders (or certain permitted transferees) will have the right (subject to the terms of such limited liability company agreement) to exchange their HoldCo Units (together with a corresponding number of shares of Class B common stock) for shares of our Class A common stock on a one-for-one basis, subject to customary conversion rate adjustments for stock splits, stock dividends, and reclassifications. For a description of the amended and restated limited liability company agreements of ZoomInfo OpCo and ZoomInfo HoldCo, please read "Certain Relationships and Related Person Transactions."

Immediately following the consummation of this offering, the Pre-IPO OpCo Unitholders and the Pre-IPO HoldCo Unitholders will hold all of the issued and outstanding shares of our Class B common stock. The shares of Class B common stock will have no economic rights, but each share will entitle the holder to ten votes (for so long as the aggregate number of outstanding shares of our Class B common stock and Class C common stock represents at least 5% of the aggregate number of our outstanding shares of common stock, and thereafter, one vote per share) on all matters on which stockholders of ZoomInfo Technologies Inc. are entitled to vote generally. Immediately following the consummation of this offering, the Pre-IPO Blocker Holders will hold all of the issued and outstanding shares of our Class C common stock. The shares of Class C common stock will have the same economic rights as shares of Class A common stock, but each share will entitle the holder to ten votes (for so long as the aggregate number of outstanding shares of our Class B common stock and Class C common stock represents at least 5% of the aggregate number of our outstanding shares of common stock, and thereafter, one vote per share upon the automatic conversion of our Class C common stock into shares of Class A common stock) on all matters on which stockholders of ZoomInfo Technologies Inc. are entitled to vote generally.

The voting power afforded to Pre-IPO OpCo Unitholders and Pre-IPO HoldCo Unitholders, as applicable, by their shares of Class B common stock will be automatically and correspondingly reduced as they exchange shares of Class B common stock, together with a corresponding number of OpCo Units or HoldCo Units, as applicable, for shares of Class A common stock of ZoomInfo Technologies Inc., and the voting power afforded to Pre-IPO Blocker Holders will be automatically and correspondingly reduced as they transfer shares of Class C common stock, which, except in certain circumstances, will automatically convert into shares of Class A common stock. See "Certain Relationships and Related Person Transactions— ZoomInfo OpCo Amended and Restated Limited Liability Company Agreement, " "Certain Relationships and Related Person Trans actions—ZoomInfo HoldCo Amended and Restated Limited Liability Company Agreement," and "Description of Capital Stock." Holders of outstanding shares of our Class A common stock, Class B common stock, and Class C common stock will vote as a single class on all matters on which stockholders are entitled to vote generally, except as otherwise required by law.

Our post-offering organizational structure is commonly referred to as an umbrella partnership-C-corporation ("UP-C") structure. This organizational structure will allow our Pre-IPO OpCo Unitholders to retain their equity ownership in ZoomInfo OpCo, an entity that is classified as a partnership for U.S. federal income tax purposes, in the form of OpCo Units. Investors in this offering and the Pre-IPO Blocker Holders will, by contrast, hold their equity ownership in ZoomInfo Technologies Inc., a Delaware corporation that is a domestic corporation for U.S. federal income tax purposes, in the form of shares of Class A or Class C common stock. Pre-IPO HoldCo Unitholders will hold their equity ownership in ZoomInfo HoldCo, an entity classified as a corporation for U.S. federal income tax purposes, in the form of HoldCo Units. We believe that our Pre-IPO OpCo Unitholders will generally find it advantageous to continue to hold their equity interests in an entity that is not taxable as a corporation for U.S. federal income tax purposes. One of these benefits is that future taxable income of ZoomInfo OpCo that is allocated to our Pre-IPO OpCo Unitholders will be taxed on a flow-through basis and therefore will not be subject to corporate taxes at the entity level. Additionally, because our Pre-IPO OpCo Unitholders and Pre-IPO HoldCo Unitholders may exchange their OpCo Units or HoldCo Units, respectively, for shares of our Class A common stock, our UP-C structure provides our Pre-IPO OpCo Unitholders and Pre-IPO HoldCo Unitholders with potential liquidity that holders of non-publicly traded limited liability companies are not typically afforded. We do not believe that our UP-C structure will give rise to any significant business or strategic benefit or detriment to us.

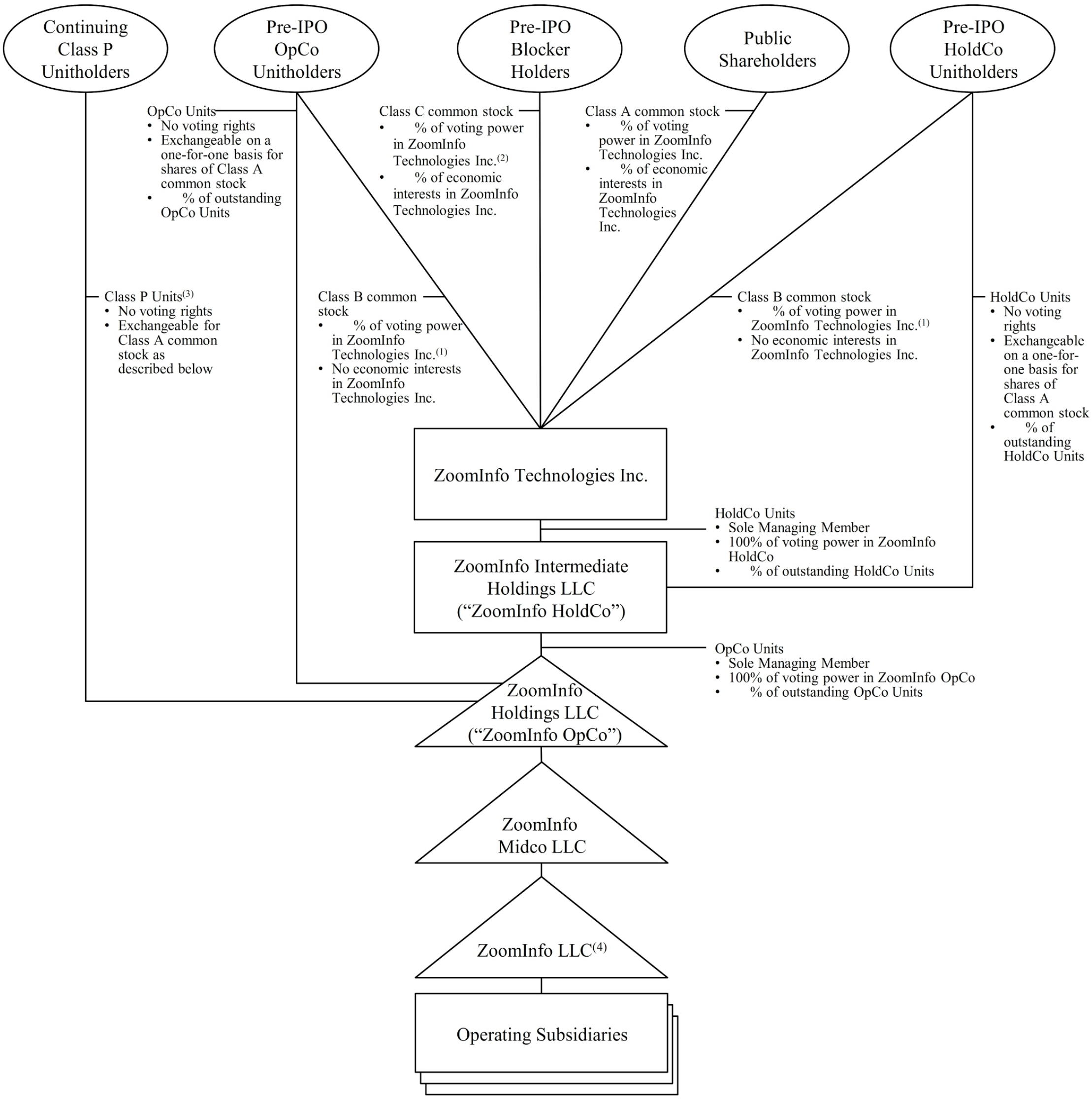
As described below under "Certain Relationships and Related Person Transactions—Tax Receivable Agreements," prior to the completion of this offering, we will enter into two tax receivable agreements. We will enter into (i) the Exchange Tax Receivable Agreement with certain Pre-IPO OpCo Unitholders and (ii) the Reorganization Tax Receivable Agreement with the Pre-IPO Blocker Holders. These tax receivable agreements will provide for the payment by ZoomInfo Technologies Inc. to such pre-IPO owners and certain Pre-IPO HoldCo Unitholders of 85% of the benefits, if any, that ZoomInfo Technologies Inc. or any member of its affiliated, consolidated, combined, or unitary tax group (collectively, the "ZoomInfo Tax Group") is deemed to realize (calculated using certain assumptions) as a result of certain tax attributes and benefits covered by the tax receivable agreements. The Exchange Tax Receivable Agreement will provide for the payment by ZoomInfo Technologies Inc. to certain Pre-IPO OpCo Unitholders and certain Pre-IPO HoldCo Unitholders of 85% of the benefits, if any, that the ZoomInfo Tax Group is deemed to realize (calculated using certain assumptions) as a result of (i) the ZoomInfo Tax Group's allocable share of existing tax basis acquired in this offering and (ii) increases in the ZoomInfo Tax Group's allocable share of existing tax basis and tax basis adjustments that will increase the tax basis of the tangible and intangible assets of the ZoomInfo Tax Group as a result of sales or exchanges of OpCo Units for shares of Class A common stock after this offering, and certain other tax benefits, including tax benefits attributable to payments under the Exchange Tax Receivable Agreement. The Reorganization Tax Receivable Agreement will provide for the payment by ZoomInfo Technologies Inc. to the Pre-IPO Blocker Holders and certain Pre-IPO HoldCo Unitholders of 85% of the benefits, if any, that the ZoomInfo Tax Group is deemed to realize (calculated using certain assumptions) as a result of the ZoomInfo Tax Group's utilization of certain tax attributes of the Blocker Companies (including the ZoomInfo Tax Group's allocable share of existing tax basis acquired in the Reorganization Transactions), and certain other tax benefits, including tax benefits attributable to payments under the Reorganization Tax Receivable Agreement.

The amount of existing tax basis and the anticipated tax basis adjustments, as well as the amount and timing of any payments under the tax receivable agreements, will vary depending upon a number of factors, including the timing of exchanges, the price of shares of our Class A common stock at the time of the exchange, the extent to which such exchanges are taxable, the amount of tax attributes, and the amount and timing of our income. We estimate the amount of existing tax basis with respect to which our pre-IPO owners will be entitled to receive payments under the tax receivable agreements (assuming all Pre-IPO OpCo Unitholders excluding the Blocker Companies exchange their OpCo Units (together with a corresponding number of shares of Class B common stock) on the date of this offering) is approximately $ million (assuming an offering price of $ per share of Class A common stock, which is the midpoint of the price range set forth on the cover of this prospectus). Certain late payments under the tax receivable agreements generally will accrue interest at an uncapped rate equal to one year LIBOR (or its successor rate) plus 500 basis points. See "Certain Relationships and Related Person Transactions—Tax Receivable Agreements."

ZoomInfo Technologies Inc. is a holding company and has no material assets other than its ownership of HoldCo Units. ZoomInfo HoldCo is a holding company and has no material assets other than its ownership of OpCo Units. The limited liability company agreement of ZoomInfo OpCo that will be in effect at the time of this offering provides that certain distributions to cover the taxes of the ZoomInfo Tax Group and the other holders of OpCo Units and Class P Units will be made based upon assumed tax rates and other assumptions provided in such limited liability company agreement (such distributions, "tax distributions"). Additionally, in the event ZoomInfo Technologies Inc. declares any cash dividend, we intend to cause ZoomInfo HoldCo to cause ZoomInfo OpCo to make distributions to ZoomInfo HoldCo, which in turn will make distributions to ZoomInfo Technologies Inc., in an amount sufficient to cover such cash dividends declared by us. If ZoomInfo OpCo makes such distributions to ZoomInfo HoldCo and ZoomInfo HoldCo makes such distributions to ZoomInfo Technologies Inc., the other holders of OpCo Units, HoldCo Units, and certain Class P Units will also be entitled to receive the respective equivalent *pro rata* distributions. We intend to enter into a tax sharing agreement with ZoomInfo HoldCo prior to consummation of this offering (the "tax sharing agreement"). Pursuant to the tax sharing agreement, ZoomInfo HoldCo will be required to make certain payments to us to enable us to pay taxes of the ZoomInfo Tax Group and to meet our obligations under the tax receivable agreements.

Following this offering, ZoomInfo OpCo will be the predecessor of ZoomInfo Technologies Inc. for financial reporting purposes. As a result, the consolidated financial statements of ZoomInfo Technologies Inc. will recognize the assets and liabilities received in the reorganization at their historical carrying amounts, as reflected in the historical financial statements of ZoomInfo OpCo. ZoomInfo Technologies Inc. will consolidate ZoomInfo OpCo through ZoomInfo HoldCo on its consolidated financial statements and record a non-controlling interest related to the OpCo Units and HoldCo Units held by our pre-IPO owners on its consolidated balance sheet and statement of operations.

The simplified diagram below depicts our organizational structure immediately following the consummation of the Offering Transactions (as described under "Organizational Structure—Offering Transactions") and the Reorganization Transactions (assuming an offering price of $ per share of Class A common stock, which is the midpoint of the price range set forth on the cover of this prospectus, and no exercise of the over-allotment option by the underwriters). Unless otherwise stated or the context otherwise requires, the information provided in this prospectus reflects the consummation of the Offering Transactions and the Reorganization Transactions. For additional detail, see "Organizational Structure."



(1) Each share of Class B common stock will provide the holder with ten votes (for so long as the aggregate number of outstanding shares of our Class B common stock and Class C common stock represents at least 5% of the aggregate number of our outstanding shares of common stock, and thereafter, one vote per share) on all matters on which stockholders of ZoomInfo Technologies Inc. are entitled to vote generally. Immediately

following this offering, the Pre-IPO OpCo Unitholders and the Pre-IPO HoldCo Unitholders will hold and shares of our Class B common stock, respectively (assuming an offering price of $ per share of Class A common stock, which is the midpoint of the price range set forth on the cover of this prospectus), collectively representing 100% of our outstanding Class B common stock, and will collectively hold % of the voting power in ZoomInfo Technologies Inc. Immediately following this offering, the holders of our Class B and Class C common stock will collectively hold % of the voting power in ZoomInfo Technologies Inc. For additional information, see "Organizational Structure—Organizational Structure Following this Offering and the Transactions" and "Description of Capital Stock—Common Stock—Class B Common Stock."

(2) Each share of Class C common stock will provide the holder with ten votes (for so long as the aggregate number of outstanding shares of our Class B common stock and Class C common stock represents at least 5% of the aggregate number of our outstanding shares of common stock, and thereafter, one vote per share upon the automatic conversion of our Class C common stock into shares of Class A common stock) on all matters on which stockholders of ZoomInfo Technologies Inc. are entitled to vote generally. Immediately following this offering, the Pre-IPO Blocker Holders will hold shares of our Class C common stock (assuming an offering price of $ per share of Class A common stock, which is the midpoint of the price range set forth on the cover of this prospectus), representing 100% of our Class C common stock, and will collectively hold % of the voting power in ZoomInfo Technologies Inc. Immediately following this offering, the holders of our Class B and Class C common stock will collectively hold % of the voting power in ZoomInfo Technologies Inc. For additional information, see "Organizational Structure—Organizational Structure Following this Offering and the Transactions" and "Description of Capital Stock—Common Stock—Class C Common Stock."

(3) Assuming such Class P Units are fully vested, at the time of this offering, shares of Class A common stock would be issuable upon the exchange of Class P Units (assuming an offering price of $ per share of Class A common stock, which is the midpoint of the price range set forth on the cover of this prospectus) that are held by the Continuing Class P Unitholders. For additional information, see "Organizational Structure—Reclassification and Amendment and Restatement of Limited Liability Company Agreement of ZoomInfo OpCo" and "Certain Relationships and Related Person Transactions—ZoomInfo OpCo Amended and Restated Limited Liability Company Agreement."

(4) ZoomInfo LLC (formerly known as DiscoverOrg, LLC) serves as the borrower under our first lien revolving credit facility and our first lien term loan facility, as amended (together, the "first lien credit facilities"), and our second lien term loan facility (together with the first lien credit facilities, the "secured credit facilities"). See "Description of Certain Indebtedness."

The following table presents the outstanding common stock, OpCo Units, and HoldCo Units (i) on an actual basis, excluding the conversion of Class P Units held by the Continuing Class P Unitholders, which are convertible for shares of Class A common stock upon vesting, and (ii) on a diluted basis, assuming the conversion of such Class P Units, upon completion of the Reorganization Transactions and the Offering Transactions (assuming an offering price of $ per share of Class A common stock, which is the midpoint of the price range set forth on the cover of this prospectus, and no exercise of the over-allotment option by the underwriters):

	Common Stock				**Units**	
	Class A Common Stock	**Class B Common Stock**	**Class C Common Stock**	**Total**	**HoldCo Units**	**OpCo Units**
Public Stockholders						
Pre-IPO OpCo Unitholders						
Pre-IPO HoldCo Unitholders						
Pre-IPO Blocker Holders						
ZoomInfo Technologies Inc.						
ZoomInfo HoldCo						
Total outstanding						
Total, assuming conversion of Class P Units held by Continuing Class P Unitholders[(1)]						

(1) In connection with the conversion of any Class P Unit for a share of Class A common stock, one OpCo Unit will be issued to ZoomInfo HoldCo and one HoldCo Unit will be issued to ZoomInfo Technologies Inc.

The following table presents the economic interests and combined voting power in ZoomInfo Technologies Inc. held by the Sponsors, the Founders, management and others, and public stockholders (which does not reflect the exchange of any Class P Unit for a share of Class A common stock), upon completion of the Reorganization Transactions and the Offering Transactions (assuming an offering price of $ per share of Class A common stock, which is the midpoint of the price range set forth on the cover of this prospectus, and no exercise of the over-allotment option by the underwriters):

	Common Stock Owned[(1)]		Voting Power[(2)]	
	Shares	%	Votes	%
Sponsors		%		%
Founders[(3)]		%		%
Management and Others		%		%
Public Shareholders		%		%
Total		%		%

(1) Reflects the sum of shares of our Class A common stock, Class B common stock, and Class C common stock, which represents direct and indirect economic ownership in us and our subsidiaries. Each share of our Class A common stock and Class C common stock has the same economic interest. Our Class B common stock does not have any economic rights, but each share of our Class B common stock will relate to one OpCo Unit or HoldCo Unit at the time of the closing of this offering.

(2) Based on beneficial ownership, reflects one vote per share of Class A common stock, ten votes per share of Class B common stock, and ten votes per share of Class C common stock. See "Principal Stockholders" for additional information.

(3) Reflects (i) Henry Schuck's indirect economic interest in OpCo Units and associated shares of Class B common stock held directly by HSKB Funds, LLC and OpCo Units and associated shares of Class B common stock held directly by DO Holdings (WA), LLC; and (ii) Kirk Brown's indirect economic interest in OpCo Units and associated shares of Class B common stock held directly by DO Holdings (WA), LLC. Messrs. Schuck and Brown may be deemed to share voting and dispositive power over the securities held by DO Holdings (WA), LLC. Mr. Schuck may be deemed to control voting power over the securities held by HSKB Funds I, LLC and HSKB Funds II, LLC. See "Principal Stockholders" for additional information.

Implications of Being an Emerging Growth Company

We qualify as an "emerging growth company" as defined in the Jumpstart Our Business Startups Act of 2012 (the "JOBS Act"). For so long as we remain an emerging growth company, we are permitted, and currently intend, to rely on the following provisions of the JOBS Act that contain exceptions from disclosure and other requirements that otherwise are applicable to companies that conduct initial public offerings and file periodic reports with the Securities and Exchange Commission (the "SEC"). These provisions include, but are not limited to:

- being permitted to present only two years of audited financial statements and selected financial data and only two years of related "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our periodic reports and registration statements, including this prospectus, subject to certain exceptions;
- not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act of 2002, as amended ("SOX");
- reduced disclosure obligations regarding executive compensation in our periodic reports, proxy statements, and registration statements, including in this prospectus;
- not being required to comply with any requirement that may be adopted by the Public Company Accounting Oversight Board (the "PCAOB") regarding mandatory audit firm rotation or a supplement to the auditor's report providing additional information about the audit and the financial statements; and
- exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and stockholder approval of any golden parachute payments not previously approved.

We will remain an emerging growth company until the earliest to occur of:

- the last day of the fiscal year that follows the fifth anniversary of the completion of this offering;

- the last day of the fiscal year in which we have total annual gross revenue of at least $1.07 billion;
- the date on which we are deemed to be a “large accelerated filer,” as defined in the Securities Exchange Act of 1934, as amended (the “Exchange Act”); and
- the date on which we have issued more than $1 billion in non-convertible debt over a three-year period.

We have elected to take advantage of certain of the reduced disclosure obligations in this prospectus and may elect to take advantage of other reduced reporting requirements in our future filings with the SEC. As a result, the information that we provide to our Class A stockholders may be different than what you might receive from other public reporting companies in which you hold equity interests.

We have elected to avail ourselves of the provision of the JOBS Act that permits emerging growth companies to take advantage of an extended transition period to comply with new or revised accounting standards applicable to public companies. As a result, we will not be subject to new or revised accounting standards at the same time as other public companies that are not emerging growth companies.

For additional information, see the section titled “Risk Factors—Risks Related to this Offering and Ownership of Our Class A Common Stock—We are an “emerging growth company,” and the reduced disclosure requirements applicable to emerging growth companies may make our Class A common stock less attractive to investors.”

Our Sponsors

TA Associates

Founded in 1968, TA Associates is one of the most experienced global growth private equity firms in the world. TA Associates invests in growing companies with opportunities for sustained growth, and employs a long-term approach, utilizing its strategic resources, to help management teams build lasting value in great companies. With approximately $33.5 billion raised since inception and over five decades of experience, TA Associates offers its portfolio companies strategic guidance, global insight, strategic acquisition support, recruiting assistance, and a significant network of contacts, in addition to sound financial backing. The firm’s investment team is based in Boston, Menlo Park, London, Mumbai, and Hong Kong.

The Carlyle Group

The Carlyle Group Inc. (NASDAQ: CG) is a global investment firm with deep industry expertise that deploys private capital across four business segments: Corporate Private Equity, Real Assets, Global Credit, and Investment Solutions. With $217 billion of assets under management as of March 31, 2020, The Carlyle Group’s purpose is to invest wisely and create value on behalf of its investors, portfolio companies, and the communities in which they invest. The Carlyle Group is a leading private equity investor having completed more than 650 transactions representing over $105 billion in equity investments, with particular strength in technology, business services, and communications sectors, which represent over 310 investments and $34 billion of equity invested. The Carlyle Group employs more than 1,775 people in 32 offices across six continents.

22C Capital

22C Capital is a private investment firm based in New York committed to delivering capital and critical resources to companies operating at the intersection of technology enablement and data analytics adoption. 22C Capital has a dedicated focus on the business services, healthcare, and financial services sectors. 22C Capital seeks to partner with experienced management teams to build companies that are leaders in their respective markets. 22C Capital’s operational and technology resources, including its affiliated data science organization, strive to deliver practical, real-world support to help convert these businesses’ challenges into opportunities and unlock their full potential. 22C Capital executives have cross-disciplinary experience building and running market-leading data analytics companies, including co-founding and leading Capital IQ.

After the completion of this offering, the parties to our stockholders agreement will beneficially own approximately % of the combined voting power of our Class A, Class B, and Class C common stock (or % if the underwriters exercise in full their option to purchase additional shares of Class A common stock), with each share of Class A common stock entitling the holder to one vote, each share of Class B common stock entitling the holder to ten votes (for so long as the aggregate number of outstanding shares of our Class B common stock and Class C common stock represents at least 5% of the aggregate number of our outstanding shares of common stock, and thereafter, one vote per share) on all matters on which stockholders of ZoomInfo Technologies Inc. are entitled to vote generally, and each share of Class C common stock entitling the holder to ten votes (for so long as the aggregate number of outstanding shares of our Class B common stock and Class C common stock represents at least 5% of the aggregate number of our outstanding shares of common stock, and thereafter, one vote per share upon the automatic conversion of our Class C common stock into shares of Class A common stock) on all matters on which stockholders of ZoomInfo Technologies Inc. are entitled to vote generally. As a result, we will be a " controlled company" within the meaning of the Nasdaq corporate governance standards. Under these corporate governance standards, a company of which more than 50% of the voting power is beneficially owned by an individual, group, or other company is a "controlled company" and may elect not to comply with certain corporate governance standards, including the requirements (1) that a majority of its board of directors consist of independent directors, (2) that its board of directors have a compensation committee that is composed entirely of independent directors with a written charter addressing the committee's purpose and responsibilities, and (3) that its board of directors have a nominating and corporate governance committee that is composed entirely of independent directors with a written charter addressing the committee's purpose and responsibilities. Accordingly, you will not have the same protections afforded to shareholders of companies that are subject to all of these corporate governance requirements. In the event that we cease to be a "controlled company" and our Class A common stock continues to be listed on the Nasdaq, we will be required to comply with these provisions within the applicable transition periods.

Our Corporate Information

ZoomInfo Technologies Inc. was incorporated in Delaware on November 14, 2019. Our principal executive office is located at 805 Broadway Street, Suite 900, Vancouver, Washington 98660, and our telephone number is (800) 914-1220. We maintain a website at www.zoominfo.com. The reference to our website is intended to be an inactive textual reference only. The information contained on, or that can be accessed through, our website is not part of this prospectus and investors should not rely on such information in deciding whether to purchase shares of our common stock.

We own, or have rights to, trademarks, service marks, or trade names that we use in connection with the operation of our business, including ZOOMINFO and DISCOVERORG, which we consider important to our marketing activities. This prospectus also contains trademarks of other companies that to our knowledge are the property of their respective holders, and we do not intend our use or display of such marks to imply relationships with, or endorsements of us by, any other company.

Solely for convenience, the trademarks, service marks, and trade names referred to in this prospectus are used without the ® and ™ symbols, but such references are not intended to indicate, in any way, that we will not assert, to the fullest extent under applicable law, our rights or the rights of the applicable licensors to these trademarks, service marks, and trade names. All trademarks, service marks, and trade names appearing in this prospectus are the property of their respective owners.

The Offering

Issuer	ZoomInfo Technologies Inc.
Class A common stock offered by ZoomInfo Technologies Inc.	shares (plus up to an additional shares at the option of the underwriters to cover over-allotments).
Option to purchase additional shares of Class A common stock	We have granted the underwriters a 30-day option from the date of this prospectus to purchase up to additional shares of our Class A common stock at the initial public offering price, less the underwriting discount.
Class A common stock outstanding after giving effect to this offering	shares (or shares if the underwriters exercise in full their option to purchase additional shares of Class A common stock).
Class A common stock outstanding after this offering assuming exchange of all OpCo Units and HoldCo Units held by the Pre-IPO OpCo Unitholders and the Pre-IPO HoldCo Unitholders, respectively, and conversion of all Class C common stock	shares (which does not reflect the exchange of any Class P Unit for a share of Class A common stock, and which remains unchanged if the underwriters exercise in full their option to purchase additional shares of Class A common stock).
Voting power held by investors in this offering after giving effect to this offering	% (or % if the underwriters exercise in full their option to purchase additional shares of Class A common stock).
Voting power held by our pre-IPO owners after giving effect to this offering	% (or % if the underwriters exercise in full their option to purchase additional shares of Class A common stock).
Use of proceeds	We estimate that the net proceeds to ZoomInfo Technologies Inc. from this offering, after deducting the estimated underwriting discount, will be approximately $ million (or $ million if the underwriters exercise in full their option to purchase additional shares of Class A common stock). ZoomInfo OpCo will reimburse ZoomInfo Technologies Inc. for or bear all of the expenses payable by it in this offering. We estimate these offering expenses (excluding the underwriting discount) will be approximately $ million. ZoomInfo Technologies Inc. intends to use all of the net proceeds from this offering (including from any exercise by the underwriters of their option to purchase additional shares of Class A common stock): • to purchase newly issued HoldCo Units from ZoomInfo HoldCo for approximately $ million (which remains unchanged if the underwriters exercise in full their option to purchase additional shares of Class A common stock), which in turn will purchase the same number of newly issued OpCo Units from ZoomInfo OpCo;

- to purchase of OpCo Units from certain Pre-IPO OpCo Unitholders for approximately $ million (or OpCo Units for $ million if the underwriters exercise in full their option to purchase additional shares of Class A common stock);

- to purchase of HoldCo Units from certain Pre-IPO HoldCo Unitholders for approximately $ thousand (or HoldCo Units for $ thousand if the underwriters exercise in full their option to purchase additional shares of Class A common stock); and

- to fund $ million of merger consideration payable to certain Pre-IPO Blocker Holders in connection with the Blocker Mergers (or $ million if the underwriters exercise in full their option to purchase additional shares of Class A common stock).

The foregoing purchases of HoldCo Units and OpCo Units will be made at a price per unit equal to the public offering price per share of Class A common stock in this offering, less the underwriting discount. Upon each purchase of HoldCo Units or OpCo Units, the corresponding shares of Class B common stock will be canceled. The number of outstanding OpCo Units of ZoomInfo OpCo will equal the aggregate number of outstanding shares of Class A common stock, Class B common stock and Class C common stock. See “Organizational Structure—Offering Transactions.”

We will only retain the net proceeds that are used to purchase newly issued HoldCo Units from ZoomInfo HoldCo, which will, in turn, be used to purchase newly issued OpCo Units from ZoomInfo OpCo. ZoomInfo OpCo expects to use the proceeds it receives through ZoomInfo HoldCo from this offering:

- to redeem and cancel all outstanding Series A Preferred Units for approximately $ million, including accumulated but unpaid distributions and related prepayment premiums;

- to repay the entire aggregate principal amount of our second lien term loans, totaling approximately $ million, including related prepayment premiums and accrued interest; and

- for general corporate purposes.

We will not retain any of the net proceeds used to purchase OpCo Units from Pre-IPO OpCo Unitholders, to purchase HoldCo Units from the Pre-IPO HoldCo Unitholders, or to fund merger consideration for the Blocker Mergers. See “Use of Proceeds” and “Certain Relationships and Related Person Transactions—Purchase of OpCo Units and HoldCo Units.”

	If the net proceeds from this offering are greater than the estimated net proceeds set forth herein, we expect to use the additional proceeds to purchase and cancel additional OpCo Units and HoldCo Units from the pre-IPO owners at a price per OpCo Unit or HoldCo Unit equal to the public offering price per share of Class A common stock in this offering, less the underwriting discount. If the net proceeds of this offering are less than the estimated net proceeds set forth herein, we expect to purchase and cancel fewer OpCo Units and HoldCo Units from pre-IPO owners. See “Use of Proceeds” and “Certain Relationships and Related Person Transactions—Purchase of OpCo Units and HoldCo Units.”
Voting rights	Each share of our Class A common stock entitles its holder to one vote on all matters to be voted on by stockholders generally. Immediately following the consummation of this offering, the Pre-IPO OpCo Unitholders and the Pre-IPO HoldCo Unitholders will hold all of the outstanding shares of our Class B common stock. The shares of Class B common stock will have no economic rights, but each share will entitle the holder to ten votes (for so long as the aggregate number of outstanding shares of our Class B common stock and Class C common stock represents at least 5% of the aggregate number of our outstanding shares of common stock, and thereafter, one vote per share) on all matters on which stockholders of ZoomInfo Technologies Inc. are entitled to vote generally. Immediately following the consummation of this offering, the Pre-IPO Blocker Holders will hold all of the issued and outstanding shares of our Class C common stock. The shares of Class C common stock will have the same economic rights as shares of Class A common stock, but each share will entitle the holder to ten votes (for so long as the aggregate number of outstanding shares of our Class B common stock and Class C common stock represents at least 5% of the aggregate number of our outstanding shares of common stock, and thereafter, one vote per share upon the automatic conversion of our Class C common stock into shares of Class A common stock) on all matters on which stockholders of ZoomInfo Technologies Inc. are entitled to vote generally. Holders of outstanding shares of our Class A common stock, Class B common stock, and Class C common stock will vote as a single class on all matters on which stockholders are entitled to vote generally, except as otherwise required by law. See “Description of Capital Stock—Common Stock.”
Dividend policy	We have no current plans to pay dividends on our Class A common stock or Class C common stock. The declaration, amount, and payment of any future dividends will be at the sole discretion of our board of directors. Our board of directors may take into account general economic and business conditions, our financial condition and operating results, our available cash and current and anticipated cash needs, capital requirements, contractual, legal, tax, and regulatory restrictions, and implications on the payment of dividends by us to our stockholders or by our subsidiaries (including ZoomInfo HoldCo and ZoomInfo OpCo) to us, and such other factors as our board of directors may deem relevant. Holders of our Class B common stock do not have any right to receive dividends, or to receive a distribution upon a liquidation, dissolution, or winding up of ZoomInfo Technologies Inc., with respect to their Class B common stock.

ZoomInfo Technologies Inc. is a holding company and has no material assets other than a controlling equity interest in ZoomInfo HoldCo, which is a holding company and has no material assets other than a controlling equity interest in ZoomInfo OpCo. The limited liability company agreement of ZoomInfo OpCo that will be in effect at the time of this offering provides that certain distributions to cover the taxes of the ZoomInfo Tax Group and the other holders of OpCo Units and Class P Units will be made based upon assumed tax rates and other assumptions provided in such limited liability company agreement. Additionally, in the event ZoomInfo Technologies Inc. declares any cash dividend, we intend to cause ZoomInfo HoldCo to cause ZoomInfo OpCo to make distributions to ZoomInfo HoldCo, which in turn will make distributions to ZoomInfo Technologies Inc., in an amount sufficient to cover such cash dividends declared by us. If ZoomInfo OpCo makes such distributions to ZoomInfo HoldCo and ZoomInfo HoldCo makes such distributions to ZoomInfo Technologies Inc., the other holders of OpCo Units, HoldCo Units, and certain Class P Units will also be entitled to receive the respective equivalent pro rata distributions. We intend to enter into the tax sharing agreement, pursuant to which ZoomInfo HoldCo will be required to make certain payments to us to enable us to pay taxes of the ZoomInfo Tax Group and to meet our obligations under the tax receivable agreements.

We anticipate that cash received by ZoomInfo HoldCo may, in certain periods, exceed ZoomInfo Technologies Inc.'s obligations to pay its liabilities and make payments under the tax receivable agreements. We expect that ZoomInfo HoldCo will use any such excess cash from time to time: to acquire additional newly issued OpCo Units from ZoomInfo OpCo at a per unit price determined by reference to the market value of our Class A common stock; to pay dividends, which may include special dividends, on our Class A common stock and Class C common stock; to fund repurchases of our Class A common stock; or any combination of the foregoing. Our board of directors, in its sole discretion, will make any determination with respect to the use of any such excess cash. We also expect, if necessary, to undertake ameliorative actions, which may include pro rata or non-pro rata reclassifications, combinations, subdivisions, or adjustments of outstanding HoldCo Units or OpCo Units, or declare a stock dividend on our Class A common stock and Class C common stock of an aggregate number of additional newly issued shares that corresponds to the number of additional OpCo Units that ZoomInfo HoldCo is acquiring, to maintain one-to-one parity between OpCo Units and shares of Class A common stock, Class B common stock, and Class C common stock. See "Dividend Policy."

Exchange rights of holders of OpCo Units, Class P Units, LTIP Units, and HoldCo Units	Prior to this offering, we will amend and restate the limited liability company agreement of ZoomInfo OpCo so that the Pre-IPO OpCo Unitholders may, after the completion of this offering (subject to the terms of such limited liability company agreement), exchange their OpCo Units (together with a corresponding number of shares of Class B common stock) for shares of Class A common stock of ZoomInfo Technologies Inc. on a one-for-one basis, subject to customary conversion rate adjustments for stock splits, stock dividends, and reclassifications. Subject to certain restrictions, the holders of Class P Units will have the right to exchange their vested Class P Units into a number of shares of Class A common stock that will generally be equal in value to the implied "spread value" of the corresponding Class P Units (calculated based on the excess of the public trading price of Class A common stock at the time of the exchange over the per unit strike price of such Class P Units). Holders of vested LTIP Units may similarly become eligible to convert their LTIP Units into OpCo Units which, in turn, may be exchanged on a one-for-one basis for shares of Class A common stock of ZoomInfo Technologies Inc. as described above. See "Certain Relationships and Related Person Transactions—ZoomInfo OpCo Amended and Restated Limited Liability Company Agreement." The limited liability company agreement of ZoomInfo HoldCo will provide that the Pre-IPO HoldCo Unitholders may, after the completion of this offering (subject to the terms of such limited liability company agreement), exchange their HoldCo Units (together with a corresponding number of shares of Class B common stock) for shares of Class A common stock of ZoomInfo Technologies Inc. on a one-for-one basis, subject to customary conversion rate adjustments for stock splits, stock dividends, and reclassifications. See "Certain Relationships and Related Person Transactions—ZoomInfo HoldCo Amended and Restated Limited Liability Company Agreement."
Conversion of Class C common stock	Pursuant to our amended and restated certificate of incorporation, at the option of the holder, a share of Class C common stock may be converted into one share of Class A common stock. In addition, each share of Class C common stock will convert automatically into one share of Class A common stock upon any transfer, whether or not for value, except for certain affiliate transfers described in our amended and restated certificate of incorporation among the Sponsors, the Founders, and their respective affiliates as of the date of the consummation of this offering. Each share of Class C common stock will also automatically convert into one share of Class A common stock if, on the record date for any meeting of the stockholders, the aggregate number of outstanding shares of our Class B common stock and Class C common stock is less than 5% of our outstanding shares of common stock. Once converted into Class A common stock, Class C common stock will not be reissued. See "Description of Capital Stock—Common Stock—Class C Common Stock."

Tax receivable agreements	As described below under “Certain Relationships and Related Person Transactions—Tax Receivable Agreements,” prior to the completion of this offering, we will enter into two tax receivable agreements. We will enter into (i) the Exchange Tax Receivable Agreement with certain of our Pre-IPO OpCo Unitholders and (ii) the Reorganization Tax Receivable Agreement with the Pre-IPO Blocker Holders. These tax receivable agreements will provide for the payment by ZoomInfo Technologies Inc. to such pre-IPO owners and certain Pre-IPO HoldCo Unitholders of 85% of the benefits, if any, that the ZoomInfo Tax Group is deemed to realize (calculated using certain assumptions) as a result of certain tax attributes and benefits covered by the tax receivable agreements. The Exchange Tax Receivable Agreement will provide for the payment by ZoomInfo Technologies Inc. to certain Pre-IPO OpCo Unitholders and certain Pre-IPO HoldCo Unitholders of 85% of the benefits, if any, that the ZoomInfo Tax Group is deemed to realize (calculated using certain assumptions) as a result of (i) the ZoomInfo Tax Group’s allocable share of existing tax basis acquired in this offering and (ii) increases in the ZoomInfo Tax Group’s allocable share of existing tax basis and tax basis adjustments that will increase the tax basis of the tangible and intangible assets of the ZoomInfo Tax Group as a result of sales or exchanges of OpCo Units for shares of Class A common stock after this offering, and certain other tax benefits, including tax benefits attributable to payments under the Exchange Tax Receivable Agreement. The Reorganization Tax Receivable Agreement will provide for the payment by ZoomInfo Technologies Inc. to Pre-IPO Blocker Holders and certain Pre-IPO HoldCo Unitholders of 85% of the benefits, if any, that the ZoomInfo Tax Group is deemed to realize (calculated using certain assumptions) as a result of the ZoomInfo Tax Group’s utilization of certain tax attributes of the Blocker Companies (including the ZoomInfo Tax Group’s allocable share of existing tax basis acquired in the Reorganization Transactions), and certain other tax benefits, including tax benefits attributable to payments under the Reorganization Tax Receivable Agreement. In each case, these increases in existing tax basis and tax basis adjustments generated over time may increase (for tax purposes) depreciation and amortization deductions and, therefore, may reduce the amount of tax that the ZoomInfo Tax Group would otherwise be required to pay in the future. Actual tax benefits realized by the ZoomInfo Tax Group may differ from tax benefits calculated under the tax receivable agreements as a result of the use of certain assumptions in the tax receivable agreements, including the use of an assumed weighted-average state and local income tax rate to calculate tax benefits. This payment obligation is an obligation of ZoomInfo Technologies Inc. and not of ZoomInfo OpCo. See “Certain Relationships and Related Person Transactions—Tax Receivable Agreements.”
Risk factors	See “Risk Factors” for a discussion of risks you should carefully consider before deciding to invest in our Class A common stock.
Certain U.S. federal income and estate tax consequences to non-U.S. holders	For a discussion of certain U.S. federal income and estate tax consequences that may be relevant to non-U.S. stockholders, see “Certain U.S. Federal Income and Estate Tax Consequences to Non-U.S. Holders.”
Nasdaq trading symbol	“ZI.”

In this prospectus, unless otherwise indicated, the number of shares of Class A common stock outstanding and the other information based thereon reflects shares of Class A common stock outstanding immediately following this offering and does not reflect:

- shares of Class A common stock issuable upon exercise of the underwriters' option to purchase additional shares of Class A common stock from us;
- shares of Class A common stock issuable upon exchange of OpCo Units and HoldCo Units and the related shares of Class B common stock that will be held by the Pre-IPO OpCo Unitholders and the Pre-IPO HoldCo Unitholders, respectively, immediately following this offering;
- shares of Class A common stock issuable upon conversion of shares of Class C common stock that will be held by the Pre-IPO Blocker Holders immediately following this offering;
- shares of Class A common stock issuable upon exchange of Class P Units (assuming an offering price of $ per share of Class A common stock, which is the midpoint of the price range set forth on the cover of this prospectus, and assuming such Class P Units are fully vested) that will be held by the Continuing Class P Unitholders immediately following this offering; or
- shares of Class A common stock that may be granted under the 2020 Plan (as defined herein). See "Executive Compensation —Compensation Arrangements to be Adopted in Connection with this Offering—2020 Omnibus Incentive Plan."

If we issue and sell a number of shares of Class A common stock in excess of the number of shares set forth on the cover page of this prospectus, we expect to use the additional net proceeds to purchase and cancel additional OpCo Units and HoldCo Units from the pre-IPO owners at a price per OpCo Unit or HoldCo Unit equal to the public offering price per share of Class A common stock in this offering, less the underwriting discount. Upon each purchase of HoldCo Units or OpCo Units, the corresponding shares of Class B common stock will be canceled. As a result, the total numbers of outstanding shares of Class A common stock, OpCo Units, HoldCo Units, and shares of Class B common stock, as well as the relative percentages of equity ownership and voting power of the holders of Class A common stock, Class B common stock, and Class C common stock, will be adjusted accordingly from the information presented herein.

Summary Historical and Pro Forma Financial and Other Data

The following table presents the summary historical consolidated financial and other data for ZoomInfo OpCo and its subsidiaries and the summary pro forma combined and consolidated financial data for ZoomInfo Technologies Inc. for the periods and at the dates indicated. Immediately following this offering, ZoomInfo Technologies Inc. will be a holding company, and its sole material asset will be a controlling equity interest in ZoomInfo HoldCo, which will be a holding company whose sole material asset will be a controlling equity interest in ZoomInfo OpCo. ZoomInfo Technologies Inc. will operate and control all of the business and affairs of ZoomInfo OpCo through ZoomInfo HoldCo and, through ZoomInfo OpCo and its subsidiaries, conduct our business. Following this offering, ZoomInfo OpCo will be the predecessor of ZoomInfo Technologies Inc. for financial reporting purposes. As a result, the consolidated financial statements of ZoomInfo Technologies Inc. will recognize the assets and liabilities received in the reorganization at their historical carrying amounts, as reflected in the historical financial statements of ZoomInfo OpCo. ZoomInfo Technologies Inc. will consolidate ZoomInfo OpCo through ZoomInfo HoldCo in its consolidated financial statements and record a non-controlling interest related to the OpCo Units and HoldCo Units held by our pre-IPO owners on its consolidated balance sheet and statement of operations. The summary consolidated statements of operations data and summary consolidated statements of cash flows data presented below for the years ended December 31, 2018 and 2019 and the summary consolidated balance sheet data presented below as of December 31, 2018 and 2019 have been derived from the consolidated financial statements of ZoomInfo OpCo included elsewhere in this prospectus. The summary consolidated financial information of ZoomInfo OpCo as of March 31, 2020 and for the three months ended March 31, 2019 and 2020 was derived from the unaudited consolidated financial statements of ZoomInfo OpCo included elsewhere in this prospectus. The unaudited consolidated financial statements of ZoomInfo OpCo have been prepared on the same basis as the audited consolidated financial statements and, in our opinion, have included all adjustments, which include normal recurring adjustments, necessary to present fairly in all material respects our financial position and results of operations. The results for any interim period are not necessarily indicative of the results that may be expected for the full year. Share and per share data in the table below has been retroactively adjusted to give effect to the -for-one stock split, which occurred on , 2020.

The summary historical consolidated financial and other data of ZoomInfo Technologies Inc. has not been presented because ZoomInfo Technologies Inc. is a newly incorporated entity, has had no business transactions or activities to date, and had no assets or liabilities during the periods presented.

Historical results are not necessarily indicative of the results expected for any future period. You should read the summary historical consolidated financial data below, together with our audited consolidated financial statements and related notes thereto, the audited consolidated financial statements of Pre-Acquisition ZI and related notes thereto, the audited consolidated financial statements of ZoomInfo Technologies Inc. and related notes thereto, and our unaudited consolidated financial statements and related notes thereto, each included elsewhere in this prospectus, as well as “Organizational Structure,” “Unaudited Pro Forma Combined and Consolidated Financial Information,” “Selected Historical Consolidated Financial Data,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” “Description of Certain Indebtedness,” and the other information appearing elsewhere in this prospectus.

The summary unaudited pro forma combined and consolidated financial data of ZoomInfo Technologies Inc. presented below have been derived from our unaudited pro forma combined and consolidated financial statements included elsewhere in this prospectus. The summary unaudited pro forma combined and consolidated statement of operations data for the year ended December 31, 2019 give effect to (i) the acquisition of Pre-Acquisition ZI by ZoomInfo OpCo on February 1, 2019 (the “Zoom Information Acquisition”), (ii) the Reorganization Transactions, and (iii) the Offering Transactions, each as if they had occurred on January 1, 2019. The summary unaudited pro forma combined and consolidated statement of operations data for the three months ended March 31, 2020 give effect to (i) the Reorganization Transactions and (ii) the Offering Transactions, each as if they had occurred on January 1, 2019. The summary unaudited pro forma consolidated balance sheet data as of March 31, 2020 gives effect to (i) the Reorganization Transactions and (ii) the Offering Transactions, each as if they had occurred on March 31, 2020. The summary unaudited combined and consolidated pro forma financial data is presented for illustrative purposes only and is not necessarily indicative of the operating results or financial position that would have occurred if the relevant transactions had been consummated on the dates indicated, nor is it indicative of future operating results or financial position. See “Unaudited Pro Forma Combined and Consolidated Financial Information” and “Organizational Structure.”

($ in millions, except share amounts)	ZoomInfo OpCo (DiscoverOrg Holdings, LLC) Year Ended December 31, 2018	2019	Three Months Ended March 31, 2019	2020	ZoomInfo Technologies Inc. Pro Forma Year Ended December 31, 2019
Summary Statements of Operations Data[1]:					
Revenue	$ 144.3	$ 293.3	$ 54.6	$ 102.2	$
Cost of service[2]	30.1	43.6	9.1	14.8	
Amortization of acquired technology	7.7	25.0	5.6	5.6	
Gross profit	106.5	224.7	39.9	81.8	
Operating expenses[2]	79.9	188.6	41.7	61.5	
Income from operations	26.6	36.1	(1.8)	20.3	
Interest expense, net	58.2	102.4	23.5	24.5	
Loss on debt extinguishment	—	18.2	18.2	2.2	
Other (income) expense, net[3]	(0.1)	—	—	(0.1)	
Income (loss) before income taxes	(31.5)	(84.5)	(43.5)	(6.3)	
Benefit from income taxes	2.9	6.5	3.3	0.4	
Net income (loss)	$ (28.6)	$ (78.0)	$ (40.2)	$ (5.9)	$
Less: Net income (loss) attributable to non-controlling interests					
Net income (loss) attributable to ZoomInfo Technologies Inc.					$
Basic and diluted net loss per share					$
Shares used in basic and diluted per share calculations					$

($ in millions, except share amounts)	ZoomInfo OpCo (DiscoverOrg Holdings, LLC) As of December 31, 2018	2019	As of March 31, 2019	2020	ZoomInfo Technologies Inc. Pro Forma As of March 31, 2020
Summary Balance Sheet Data (at period end):					
Cash and cash equivalents	$ 9.0	$ 41.4	$ 68.4	$ 63.0	$
Total assets	591.0	1,561.9	1,542.2	1,577.9	
Long-term debt (including current portion)	633.7	1,203.3	1,206.2	1,238.8	
Unearned revenue (including current portion)	52.5	159.1	105.3	173.2	
Total liabilities	710.1	1,575.5	1,503.6	1,597.8	
Temporary equity[4]	—	200.2	200.2	200.2	
Permanent equity	(119.1)	(213.8)	(161.6)	(220.1)	

($ in millions, except share amounts)	ZoomInfo OpCo (DiscoverOrg Holdings, LLC) Year Ended December 31, 2018	2019	Three Months Ended March 31, 2019	2020
Summary Statements of Cash Flows Data:				
Net cash provided by operating activities	$ 43.8	$ 44.4	$ 14.2	$ 28.3
Net cash used in investing activities	(13.1)	(736.7)	(708.6)	(4.1)
Net cash provided by (used in) financing activities	(29.9)	725.8	755.0	(2.6)

	ZoomInfo OpCo (DiscoverOrg Holdings, LLC) Year Ended December 31, 2018	2019	Three Months Ended March 31, 2019	2020
Other Data[5]:				
Allocated Combined Receipts[6]	$ 241.2	$ 336.0	$ 73.1	$ 103.6
Adjusted Operating Income[7]	$ 83.6	$ 167.1	$ 31.7	$ 49.1
Adjusted Operating Income Margin[7]	57%	51%	50%	47%
Adjusted EBITDA[8]	$ 86.2	$ 173.2	$ 32.8	$ 51.0

(1) Historical results of ZoomInfo OpCo for the years ended December 31, 2018 and 2019 do not reflect the results of Pre-Acquisition ZI prior to the Zoom Information Acquisition on February 1, 2019.

($ in millions)	Year Ended December 31, 2018: ZoomInfo OpCo (DiscoverOrg Holdings, LLC)	Pre-Acquisition ZI	Year Ended December 31, 2019: ZoomInfo OpCo (DiscoverOrg Holdings, LLC)	Pre-Acquisition ZI[a]
Revenue	$ 144.3	$ 72.5	$ 293.3	$ 9.7
Income from operations	26.6	(23.1)	36.1	1.7
Net income (loss)	$ (28.6)	$ (27.5)	$ (78.0)	$ 0.8

(a) Reflects January 2019 results for Pre-Acquisition ZI.

(2) Includes equity-based compensation expense, as follows:

($ in millions)	Year Ended December 31, 2018	2019	Three Months Ended March 31, 2019	2020
Cost of service	$ 8.3	$ 4.0	$ 1.2	$ 1.7
Sales and marketing	15.8	11.2	2.7	6.4
Research and development	1.1	4.7	0.3	1.6
General and administrative	7.5	5.2	1.4	1.6
Total equity-based compensation expense	$ 32.7	$ 25.1	5.6	$ 11.3

(3) Primarily represents foreign exchange remeasurement gains and losses.

(4) Consists of 207,000,000 Series A Preferred Units issued on February 1, 2019 in connection with the Zoom Information Acquisition. We expect to redeem and cancel all outstanding Series A Preferred Units with proceeds from this offering for approximately $ million, including accumulated but unpaid distributions and related prepayment premiums.

(5) In addition to our results determined in accordance with U.S. generally accepted accounting principles ("GAAP"), we believe certain non-GAAP measures are useful in evaluating our operating performance. These measures include, but are not limited to, Allocated Combined Receipts, Adjusted Operating Income, Adjusted Operating Income Margin, and Adjusted EBITDA, which are used by management in making operating decisions, allocating financial resources, and 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.

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

(6) We define Allocated Combined Receipts as the combined receipts of our Company and companies that we have acquired allocated to the period of service delivery. We calculate Allocated Combined Receipts as the sum of (i) revenue, (ii) revenue recorded by acquired companies prior to our acquisitions of them, and (iii) the impact of fair value adjustments to acquired unearned revenue related to services billed by an acquired company prior to its acquisition. Management uses this measure to evaluate organic growth of the business period over period, as if the Company had operated as a single entity and excluding the impact of acquisitions or adjustments due to purchase accounting. Organic growth in current and future periods is driven by sales to new customers and the addition of additional subscriptions and functionality to existing customers, offset by customer cancellations or reduced subscriptions upon renewal. We believe that it is important to evaluate growth on this organic basis, as it is an indication of the success of our services from the customer's perspective that is not impacted by corporate events such as acquisitions or the fair value estimates of acquired unearned revenue. We believe this measure is useful to investors because it illustrates the trends in our organic revenue growth and allows investors to analyze the drivers of revenue on the same basis as management.

The following table presents a reconciliation of Allocated Combined Receipts for the periods presented:

	Year Ended December 31,		Three Months Ended March 31,	
($ in millions)	**2018**	**2019**	**2019**	**2020**
Revenue	$ 144.3	$ 293.3	$ 54.6	$ 102.2
Impact of fair value adjustments to acquired unearned revenue[(a)]	2.9	32.2	8.5	1.4
Pre-Acquisition ZI revenue[(b)]	72.5	9.7	9.7	—
Impact of fair value adjustments to acquired unearned revenue recorded by Pre-Acquisition ZI[(c)]	14.6	0.1	0.1	—
Pre-acquisition revenue of other acquired companies[(d)]	6.9	0.6	0.2	—
Allocated Combined Receipts	$ 241.2	$ 336.0	$ 73.1	$ 103.6
Growth		39%		42%

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

(b) Figures include revenue recognized by Pre-Acquisition ZI for the periods prior to our acquisition of Pre-Acquisition ZI.

(c) Primarily represents the impact of fair value adjustments to acquired unearned revenue relating to services billed by a predecessor entity, prior to the acquisition of that predecessor entity by Pre-Acquisition ZI. These adjustments represent the difference between the revenue recognized based on Pre-Acquisition ZI management's estimate of fair value of acquired unearned revenue and the receipts billed, prior to the acquisition, less revenue recognized prior to the acquisition.

(d) We acquired the assets of NeverBounce in September 2018. Additionally, Pre-Acquisition ZI acquired Datanyze in September 2018. Figures include revenue recognized by these entities for the periods presented prior to their respective acquisitions.

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

The following table presents a reconciliation of Adjusted Operating Income and Adjusted Operating Income Margin for the periods presented:

	Year Ended December 31,		Three Months Ended March 31,	
($ in millions)	**2018**	**2019**	**2019**	**2020**
Net loss	$ (28.6)	$ (78.0)	$ (40.2)	$ (5.9)
Provision for taxes	(2.9)	(6.5)	(3.3)	(0.4)
Interest expense, net	58.2	102.4	23.5	24.5
Loss on debt extinguishment	—	18.2	18.2	2.2
Other (income) expense, net[(a)]	(0.1)	—	—	(0.1)
Income from operations	26.6	36.1	(1.8)	20.3
Impacts of fair value adjustments to acquired unearned revenue[(b)]	2.9	32.2	8.5	1.4
Amortization of acquired technology	7.7	25.0	5.6	5.6
Amortization of other acquired intangibles	7.0	17.6	3.7	4.6
Equity-based compensation	32.7	25.1	5.6	11.3
Restructuring and transaction-related expenses[(c)]	3.6	15.6	7.8	2.9
Integration costs and acquisition-related compensation[(d)]	3.2	15.5	2.4	3.0
Adjusted Operating Income	$ 83.6	$ 167.1	$ 31.7	$ 49.1
Adjusted Operating Income Margin	*57%*	*51%*	*50%*	*47%*

(a) Primarily represents foreign exchange remeasurement gains and losses.

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

(c) Represents costs directly associated with acquisition or disposal activities, including employee severance and termination benefits, contract termination fees and penalties, and other exit or disposal costs. For the year ended December 31, 2019, this expense related primarily to the acquisition of Pre-Acquisition ZI, including professional fees, severance and acceleration of payments for terminated employees, and accretion related to deferred consideration. For the year ended December 31, 2018, this expense related primarily to Carlyle's investment in us. For the three months ended March 31, 2020, this expense related primarily to professional fees for the preparation for an initial public offering. For the three months ended March 31, 2019, this expense related primarily to the acquisition of Pre-Acquisition ZI, including professional fees, severance, and acceleration of payments for terminated employees.

(d) Represents costs directly associated with integration activities for acquisitions and acquisition-related compensation, which includes transaction bonuses and retention awards. For the year ended December 31, 2019, this expense related primarily to activities resulting from the acquisition of Pre-Acquisition ZI, including consulting and professional services costs, cash vesting payments (see Note 4 – Business Combinations to our consolidated financial statements included elsewhere in this prospectus), and transaction bonuses and other compensation, as well as expense incurred for retention awards granted upon the Company's acquisitions of RainKing, NeverBounce, and Komiko. For the year ended December 31, 2018, this expense related primarily to retention awards granted upon our acquisition of RainKing and transaction bonuses paid upon Carlyle's investment in us. For the three months ended March 31, 2020, this expense related primarily to cash vesting payments from the acquisition of Pre-Acquisition ZI (see Note 4 – Business Combinations to our consolidated financial statements included elsewhere in this prospectus). For the three months ended March 31, 2019, this expense related primarily to activities resulting from the acquisition of Pre-Acquisition ZI, including cash vesting payments (see Note 4 – Business Combinations to our consolidated financial statements included elsewhere in this prospectus) and transaction bonuses, as well as expense incurred for retention awards granted upon the Company's acquisitions of RainKing and NeverBounce. This expense is included in cost of service, sales and marketing expense, research and development expense, and general and administrative expense as follows:

	Year Ended December 31,		Three Months Ended March 31,	
($ in millions)	**2018**	**2019**	**2019**	**2020**
Cost of service	$ 0.2	$ 0.4	$ —	$ 0.1
Sales and marketing	0.6	5.8	1.0	1.0
Research and development	0.1	3.9	0.8	1.6
General and administrative	2.3	5.4	0.6	0.2
Total integration costs and acquisition-related compensation	$ 3.2	$ 15.5	$ 2.4	$ 2.9

(8) EBITDA is defined as earnings before debt-related costs, including interest and loss on debt extinguishment, provision for taxes, depreciation, and amortization. Management further adjusts EBITDA to exclude certain items of a significant or unusual nature, including other (income) expense, net, impact of certain non-cash items, such as fair value of adjustments to acquired unearned revenue, and equity-based compensation, restructuring and transaction-related expenses, and integration costs and acquisition-related compensation. We exclude these items because these are non-cash expenses or non-cash fair value adjustments, which we do not consider indicative of performance and ongoing cash-

generation potential or are episodic in nature and have no direct correlation to the cost of operating our business on an ongoing basis. Adjusted EBITDA is presented because it is used by management to evaluate our financial performance and for planning and forecasting purposes. Additionally, we believe that it and similar measures are widely used by securities analysts and investors as a means of evaluating a company's operating performance. Adjusted EBITDA should not be considered as an alternative to cash flows from operating activities as a measure of liquidity or as an alternative to operating income or net income as indicators of operating performance.

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

	Year Ended December 31,		Three Months Ended March 31,	
($ in millions)	**2018**	**2019**	**2019**	**2020**
Net loss	$ (28.6)	$ (78.0)	$ (40.2)	$ (5.9)
Interest expense, net	58.2	102.4	23.5	24.5
Loss on debt extinguishment	—	18.2	18.2	2.2
Provision for taxes	(2.9)	(6.5)	(3.3)	(0.4)
Depreciation	2.6	6.1	1.1	1.9
Amortization of acquired technology	7.7	25.0	5.6	5.6
Amortization of other acquired intangibles	7.0	17.6	3.7	4.6
EBITDA	43.9	84.8	8.6	32.6
Other (income) expense, net[(a)]	(0.1)	—	—	(0.1)
Impact of fair value adjustments to acquired unearned revenue[(b)]	2.9	32.2	8.5	1.4
Equity-based compensation	32.7	25.1	5.6	11.3
Restructuring and transaction-related expenses[(c)]	3.6	15.6	7.8	2.9
Integration costs and acquisition-related compensation[(d)]	3.2	15.5	2.4	3.0
Adjusted EBITDA	$ 86.2	$ 173.2	$ 32.8	$ 51.0

(a) Primarily represents foreign exchange remeasurement gains and losses.

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

(c) Represents costs directly associated with acquisition or disposal activities, including employee severance and termination benefits, contract termination fees and penalties, and other exit or disposal costs. For the year ended December 31, 2019, this expense related primarily to the acquisition of Pre-Acquisition ZI, including professional fees, severance and acceleration of payments for terminated employees, and accretion related to deferred consideration. For the year ended December 31, 2018, this expense related primarily to Carlyle's investment in us. For the three months ended March 31, 2020, this expense related primarily to professional fees for the preparation for an initial public offering. For the three months ended March 31, 2019, this expense related primarily to the acquisition of Pre-Acquisition ZI, including professional fees, severance, and acceleration of payments for terminated employees.

(d) Represents costs directly associated with integration activities for acquisitions and acquisition-related compensation, which includes transaction bonuses and retention awards. For the year ended December 31, 2019, this expense related primarily to activities resulting from the acquisition of Pre-Acquisition ZI, including consulting and professional services costs, cash vesting payments (see Note 4 – Business Combinations to our consolidated financial statements included elsewhere in this prospectus), and transaction bonuses and other compensation, as well as expense incurred for retention awards granted upon the Company's acquisitions of RainKing, NeverBounce, and Komiko. For the year ended December 31, 2018, this expense related primarily to retention awards granted upon our acquisition of RainKing and transaction bonuses paid upon Carlyle's investment in us. For the three months ended March 31, 2020, this expense related primarily to cash vesting payments from the acquisition of Pre-Acquisition ZI (see Note 4 – Business Combinations to our consolidated financial statements included elsewhere in this prospectus). For the three months ended March 31, 2019, this expense related primarily to activities resulting from the acquisition of Pre-Acquisition ZI, including cash vesting payments (see Note 4 – Business Combinations to our consolidated financial statements included elsewhere in this prospectus) and transaction bonuses, as well as expense incurred for retention awards granted upon the Company's acquisitions of RainKing and NeverBounce. This expense is included in cost of service, sales and marketing expense, research and development expense, and general and administrative expense as follows:

($ in millions)	Year Ended December 31, 2018	Year Ended December 31, 2019	Three Months Ended March 31, 2019	Three Months Ended March 31, 2020
Cost of service	$ 0.2	$ 0.4	$ —	$ 0.1
Sales and marketing	0.6	5.8	1.0	1.0
Research and development	0.1	3.9	0.8	1.6
General and administrative	2.3	5.4	0.6	0.2
Total integration costs and acquisition-related compensation	$ 3.2	$ 15.5	$ 2.4	$ 2.9

RISK FACTORS

An investment in shares of our Class A common stock involves risks. You should carefully consider the following information about these risks, together with the other information contained in this prospectus, before investing in shares of our Class A common stock. Any of the following risks could have an adverse effect on our business, results of operations, financial condition or prospects, and could cause the trading price of our Class A common stock to decline, which would cause you to lose all or part of your investment. Our business, results of operations, financial condition, or prospects could also be harmed by risks and uncertainties not currently known to us or that we currently do not believe are material.

Risks Related to Our Business and Industry

The ongoing COVID-19 pandemic, including the resulting global economic uncertainty and measures taken in response to the pandemic, could materially impact our business and future results of operations and financial condition.

The COVID-19 pandemic has disrupted the economy and put unprecedented strains on governments, health care systems, educational institutions, businesses, and individuals around the world. The impact and duration of the COVID-19 pandemic are difficult to assess or predict. It is even more difficult to predict the impact on the global economic market, which will depend upon the actions taken by governments, businesses, and other enterprises in response to the pandemic. The pandemic has already caused, and is likely to result in further, significant disruption of global financial markets and economic uncertainty. Adverse market conditions resulting from the spread of COVID-19 could materially adversely affect our business and the value of our Class A common stock.

Our customers or potential customers, particularly in industries most impacted by the COVID-19 pandemic, including the retail, restaurant, hotel, hospitality, consumer discretionary, airline, and oil and gas industries and companies whose customers operate in impacted industries, may reduce their technology or sales and marketing spending or delay their sales transformation initiatives, which could materially and adversely impact our business. Further, as a result of the COVID-19 pandemic, we expect we will experience slowed growth or decline in new customer demand for our platform and lower demand from our existing customers for upgrades within our platform, as well as existing and potential customers reducing or delaying purchasing decisions. We have experienced, and expect to continue to experience, an increase in prospective customers seeking lower prices or other more favorable contract terms and current customers attempting to obtain concessions on the terms of existing contracts, including requests for early termination or waiver or delay of payment obligations, all of which has adversely affected and could materially adversely impact our business, results of operations, and overall financial condition in future periods. Further, we may face increased competition due to changes to our competitors' products and services, including modifications to their terms, conditions, and pricing that could materially adversely impact our business, results of operations, and overall financial condition in future periods.

In response to the COVID-19 pandemic, we have temporarily closed all of our offices (including our headquarters and our office in Israel), enabled our employees to work remotely, implemented travel restrictions for all non-essential business, and shifted company events to virtual-only experiences, and we may deem it advisable to similarly alter, postpone, or cancel entirely additional events in the future. If the COVID-19 pandemic worsens, especially in regions where we have offices, our business activities originating from affected areas could be adversely affected. Disruptive activities could include business closures in impacted areas, further restrictions on our employees' and service providers' ability to travel, impacts to productivity if our employees or their family members experience health issues, and potential delays in hiring and onboarding of new employees. We may take further actions that alter our business operations as may be required by local, state, or federal authorities or that we determine are in the best interests of our employees. Such measures could negatively affect our sales and marketing efforts, sales cycles, employee productivity, or customer retention, any of which could harm our financial condition and business operations.

The COVID-19 pandemic could cause our third-party data center hosting facilities and cloud computing platform providers, which are critical to our infrastructure, to shut down their business, experience security incidents that impact our business, delay or disrupt performance or delivery of services, or experience interference with the supply chain of hardware required by their systems and services, any of which could materially adversely affect our business. Further, the COVID-19 pandemic has resulted in our employees and those of many of our customers and vendors working from home and conducting work via the internet, and if the network and infrastructure of internet providers becomes overburdened by increased usage or is otherwise unreliable or unavailable, our employees', and our customers' and vendors' employees', access to the internet to conduct business could be negatively impacted. Limitations on access or disruptions to services or goods provided by or to some of our suppliers and vendors upon which our platform and business operations relies, could interrupt our ability to provide our platform, decrease the productivity of our workforce, and significantly harm our business operations, financial condition, and results of operations.

Our platform and the other systems or networks used in our business may experience an increase in attempted cyber-attacks, targeted intrusion, ransomware, and phishing campaigns seeking to take advantage of shifts to employees working remotely using their household or personal internet networks and to leverage fears promulgated by the COVID-19 pandemic. The success of any of these unauthorized attempts could substantially impact our platform, the proprietary and other confidential data contained therein or otherwise stored or processed in our operations, and ultimately our business. Any actual or perceived security incident also may cause us to incur increased expenses to improve our security controls and to remediate security vulnerabilities.

The extent and continued impact of the COVID-19 pandemic on our business will depend on certain developments, including: the duration and spread of the outbreak; government responses to the pandemic; the impact on our customers and our sales cycles; the impact on customer, industry, or employee events; and the effect on our partners, vendors, and supply chains, all of which are uncertain and cannot be predicted. Because of our largely subscription-based business model, the effect of the COVID-19 pandemic may not be fully reflected in our results of operations and overall financial condition until future periods, if at all .

To the extent the COVID-19 pandemic adversely affects our business and financial results, it may also have the effect of heightening many of the other risks described in this "Risk Factors" section, including but not limited to those relating to cyber-attacks and security vulnerabilities, interruptions or delays due to third-parties, or our ability to raise additional capital or generate sufficient cash flows necessary to fulfill our obligations under our existing indebtedness or to expand our operations.

Larger and more well-funded companies with access to significant resources, large amounts of data or data collection methods, and sophisticated technologies may shift their business model to become competitive with us.

Companies in related industries, such as CRM, business software, or advertising, including Salesforce.com, Oracle, Google, or Microsoft/LinkedIn, may choose to compete with us in the B2B sales and marketing intelligence space and would immediately have access to greater resources and brand recognition. We cannot anticipate how rapidly such a potential competitor could create products or services that would take significant market share from us or even surpass our products or services in quality, in at least some respect. If a large, well-funded competitor entered our space, it could reduce the demand for our products and services and reduce the amount we could demand for subscription renewals or upgrades from existing customers, and the amount we could demand from new subscribers to our products and services, reducing our revenue and profitability.

In addition, many of our potential competitors could have competitive advantages, such as greater name recognition, longer operating histories, significant install bases, broader geographic scope, and larger sales and marketing budgets and resources. Many of our potential competitors may have established relationships with independent software vendors, partners, and customers, greater customer experience resources, greater resources to make acquisitions, lower labor and development costs, larger and more mature intellectual property portfolios, and substantially greater financial, technical, and other resources. New competitors or alliances among competitors may emerge and rapidly acquire significant market share due to these or other factors.

Mergers and acquisitions in the technology industry, such as Microsoft's acquisition of LinkedIn, increase the likelihood that our competitors in the future will be larger and have more resources. We expect this trend to continue as companies attempt to strengthen or maintain their market positions in an evolving industry. Companies resulting from these possible consolidations may create more compelling product offerings and be able to offer more attractive pricing options, making it more difficult for us to compete effectively.

Our competitors may be able to respond more quickly and effectively to new or changing opportunities, technologies, standards, or customer requirements, or pricing pressure. As a result, even if our products and services are more effective than the products and services that our competitors offer, potential customers might select competitive products and services in lieu of our services.

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.

Our products and services rely heavily on the collection and use of information to provide effective insights to our customers and users. In recent years, there has been an increase in attention to and regulation of data protection and data privacy across the globe, including the FTC's increasingly active approach to enforcing data privacy in the United States, as well as the enactment of the European Union's General Data Protection Regulation ("GDPR"), which took effect in May 2018, and the California Consumer Privacy Act ("CCPA"), which took effect in January 2020. Other data privacy or data protection laws or regulations are under consideration in other jurisdictions. Laws such as these give rise to an increasingly complex set of compliance obligations on us, as well as on many of our customers. These laws impose restrictions on our ability to gather personal data and provide such personal data to our customers, provide individuals with the ability to opt out of such personal data collection, and impose obligations on our ability to pass data to our customers, as well as place downstream obligations on our customers relating to their use of the information we provide.

Certain of our activities could be found by a government or regulatory authority to be noncompliant or become noncompliant in the future with one or more data protection or data privacy laws, even if we have implemented and maintained a strategy that we believe to be compliant. New interpretations of existing laws or regulations could be inconsistent with our interpretations (such as our analysis of the extraterritorial applicability of GDPR to us), increase our compliance burden, make it more difficult to comply, and/or increase our risk of regulatory investigations and fines. For example, we are subject to complex and evolving regulatory requirements regarding the collection and use of personal data, including changes under CCPA (and other recently enacted and upcoming state laws) related to selling of personal data, and, among others, introducing opt-out rights and data broker registration obligations.

These complex laws may be implemented in a non-uniform way in many jurisdictions around the world and we may not be aware of every development that impacts our business. These laws may also require us to make additional changes to our services in order for us or our customers to comply with such legal requirements and may also increase our potential liability as a result of higher potential penalties for noncompliance. These new or proposed laws and regulations are subject to differing interpretations and may be inconsistent among jurisdictions. These and other legal requirements could reduce our ability to gather personal data used in our products and services. They could reduce demand for our services, require us to take on more onerous obligations in our contracts, restrict our ability to store, transfer and process personal data or, in some cases, impact our ability or our customers' ability to offer our services in certain locations, to deploy our solutions, to reach current and prospective customers, or to derive insights from data globally.

The costs of complying with existing or new data privacy or data protection laws and regulations may limit our ability to gather personal data needed to provide our products and services, the use and adoption of our products and services, reduce overall demand for our products and services, make it more difficult for us to meet expectations from or commitments to customers and users, lead to significant fines, penalties, or liabilities for noncompliance, impact our reputation, or slow the pace at which we close sales transactions, any of which could harm our business.

Furthermore, the uncertain and shifting regulatory environment and trust climate may cause concerns regarding data privacy and may cause our vendors, customers, users, or our customers' customers to resist providing the data necessary to allow us to offer our services to our customers and users effectively, or could prompt individuals to opt out of our collection of their personal data. Even the perception that the privacy of personal data is not satisfactorily protected or does not meet regulatory requirements could discourage prospective customers from subscribing to our products or services or discourage current customers from renewing their subscriptions.

Compliance with any of the foregoing laws and regulations can be costly and can delay or impede the development of new products or services. We may incur substantial fines if we violate any laws or regulations relating to the collection or use of personal data. For example, GDPR imposes sanctions for violations up to the greater of €20 million and 4%

of worldwide gross annual revenue and CCPA allows for fines of up to $7,500 per violation (affected individual). Our actual or alleged failure to comply with applicable privacy or data security laws, regulations, and policies, or to protect personal data, could result in enforcement actions and significant penalties against us, which could result in negative publicity or costs, subject us to claims or other remedies, and have a material adverse effect on our business, financial condition, and results of operations.

Because the interpretation and application of many privacy and data protection laws are uncertain, it is possible that these laws may be interpreted and applied in a manner that is inconsistent with our existing data management practices or the features of our products and services. Further, we may be subject to additional risks associated with data security breaches or other incidents, in particular because certain data privacy laws, including CCPA, grant individuals a private right of action arising from certain data security incidents. If so, in addition to the possibility of fines, lawsuits, and other claims and penalties, we could be required to fundamentally change our business activities and practices or modify our products and services, which could harm our business.

Since the enactment of CCPA, new privacy and data security laws have been proposed in more than half of the states in the United States and in the U.S. Congress, reflecting a trend toward more stringent privacy legislation in the United States, which trend may accelerate depending on the results of the 2020 U.S. presidential election. We expect that there will continue to be new proposed laws, regulations, and industry standards concerning privacy, data protection, and information security in the United States and other jurisdictions, and we cannot determine the impact such future laws, regulations, and standards may have on our business. We could be subject to legal claims, government action, or harm to our reputation or incur significant remediation costs if we experience a security breach or our practices fail, or are seen as failing, to comply with our policies or with applicable laws concerning personally identifiable information.

Concern regarding our use of the personal data collected on our websites or collected when performing our services could keep prospective customers from subscribing to our services. Industry-wide incidents or incidents with respect to our websites, including misappropriation of third-party information, security breaches, or changes in industry standards, regulations, or laws, could deter people from using the internet or our websites to conduct transactions that involve the transmission of confidential information, which could harm our business.

We also receive data from third-party vendors (*e.g.*, other data brokers). We are ultimately unable to verify with complete certainty the source of such data, how it was received, and that such information was collected and is being shared with us in compliance with all applicable data privacy laws.

We experience competition from companies that offer technologies designed to allow companies to better use and extract insights from existing, internal databases, or free information resources and from technologies that are designed to allow companies to gather and aggregate data from online sources.

The market for sales, marketing, and recruiting technology and data requires continuous innovation. It is highly competitive, rapidly evolving, and fragmented. There are low barriers to entry, shifting customer needs and strategies, and frequent introductions of new technologies and of new products and services. Many prospective customers have invested substantial resources to implement, and gained substantial familiarity with, competing solutions and therefore may be reluctant or unwilling to migrate from their current solution to ours. Many prospective customers may not appreciate differences in quality between our products and services and those of lower-priced competitors, and many prospects and current customers may not learn the best ways to use our products and services, making them less likely to obtain them or renew their subscriptions. New technologies and products may be or become better or more attractive to current or prospective customers than our products and services in one or more ways. Many current or prospective customers may find competing products or services more attractive if we do not keep pace with market innovation or changes in response to COVID-19, and many may choose or switch to competing products even if do our best to innovate and provide superior products and services.

Our current competitors include:

- free online and offline sources of information on companies and business professionals, including government records, telephone books, company websites, and open online databases of business professionals, such as LinkedIn Sales Navigator, D&B Sales & Marketing Solutions, TechTarget, and Infogroup;

- our current and potential customers' internal and homegrown business contact databases;
- when used in conjunction with the foregoing or when additionally providing third-party sales and marketing data, predictive analytics and customer data platform technologies;
- when used in conjunction with the foregoing or when additionally providing third-party sales and marketing data, sales and marketing vendors, which may specialize in appointment setting, online ad targeting, email marketing, or other outsource go-to-market functions;
- other vendors of sales automation software;
- other providers of third-party company attributes, technology attributes, and business contact information;
- other providers of online content consumption data for predictive sales and marketing analytics; and
- user-based networks of companies and/or business professionals.

Providers of direct "web-scraping" technology or databases built on web-scraping can provide low-cost alternatives to our products and services, and many of our current and prospective customers may choose a lower-cost alternative even if our products and services are superior, either despite the difference in quality or because the customer cannot readily determine that there is a difference in quality, especially if we fail to adequately demonstrate the value of our products and services to existing customers.

Companies with large databases that are currently not commercially available could enter the market and rapidly become new competitors. The existence of such potential competitors may not be readily apparent today, and such companies may become significant low-cost or no-cost competitors and adversely impact the demand for our solutions and services or limit our growth potential.

These risks could be exacerbated by weak economic conditions and lower customer spending on sales and marketing. Weakened economic conditions could also disproportionately increase the likelihood that any given current or prospective customer would choose a lower-price alternative even if our products or services were superior. Some current and potential customers, particularly large organizations, have elected in the past, and may in the future, elect to rely on internal and homegrown databases, develop, or acquire their own software, programs, tools, and internal data quality teams that would reduce or eliminate the demand for our products and services. If demand for our platform declines for any of these or other reasons, our business, results of operations, and financial condition could be adversely affected.

Adverse or weakened general economic and market conditions may reduce spending on sales and marketing technology and information, which could harm our revenue, results of operations, and cash flows.

Our revenue, results of operations, and cash flows depend on the overall demand for and use of technology and information for sales, marketing, and recruiting, which depends in part on the amount of spending allocated by our customers or potential customers on sales and marketing technology and information. This spending depends on worldwide economic and geopolitical conditions. The U.S. and other key international economies have experienced cyclical downturns from time to time in which economic activity was impacted by falling demand for a variety of goods and services, restricted credit, poor liquidity, reduced corporate profitability, volatility in credit, equity, and foreign exchange markets, bankruptcies, pandemics such as COVID-19, and overall economic uncertainty. These economic conditions can arise suddenly, and the full impact of such conditions often remains uncertain. In addition, geopolitical developments, such as potential trade wars, can increase levels of political and economic unpredictability globally and increase the volatility of global financial markets. Further actions or inactions of the U.S. or other major national governments, including the United Kingdom's 2016 vote in favor of exiting the European Union ("Brexit"), may also impact economic conditions, which could result in financial market disruptions or an economic downturn.

Concerns about the systemic impact of a recession (in the United States or globally), energy costs, geopolitical issues, or the availability and cost of credit could lead to increased market volatility, decreased consumer confidence, and diminished growth expectations in the U.S. economy and abroad, which in turn could affect the rate of information technology ("IT") spending and could adversely affect our customers' ability or willingness to purchase our services, delay prospective customers' purchasing decisions, reduce the value or duration of their subscription contracts, or affect attrition rates, all of which could adversely affect our future sales and operating results. Some of our users may view a subscription to our platform as a discretionary purchase, and our paying users may reduce their discretionary spending on our platform during an economic downturn. In particular, spending patterns of small businesses are difficult to predict and are sensitive to the general economic climate, the economic outlook specific to small businesses, the then-current level of profitability experienced by small businesses and overall consumer confidence. In addition, weak economic conditions can result in customers seeking to utilize free or lower-cost information that is available from alternative sources. Prolonged economic slowdowns may result in requests to renegotiate existing contracts on less advantageous terms to us than those currently in place, payment defaults on existing contracts, or non-renewal at the end of a contract term.

During weak economic times, there is an increased risk that one or more of our paying customers will file for bankruptcy protection, which may harm our revenue, profitability, and results of operations. We also face risk from international paying customers that file for bankruptcy protection in foreign jurisdictions, particularly given that the application of foreign bankruptcy laws may be more difficult to predict. In addition, we may determine that the cost of pursuing any creditor claim outweighs the recovery potential of such claim. As a result, weak economic times could harm our business, revenue, results of operations, cash flows, and financial condition.

Our product offerings are also concentrated by varying degrees across different industries, particularly the software and business services industries in the United States. In 2018, approximately 41% and 30% of our customers, as measured by ACV, operated in the software and business services industries, respectively. In 2019, approximately 39% and 29% of our customers, as measured by ACV, operated in the software and business services industries, respectively. Our customer base suffers when financial markets experience volatility, illiquidity, and disruption, which has occurred in the past and may reoccur, and the potential for increased and continuing disruptions going forward present considerable risks to our business and revenue.

We generate revenue from sales of subscriptions to our platform and data, and any decline in demand for the types of technologies and information we offer would negatively impact our business.

We derive 99% of our revenue from subscription services and expect to continue to generate revenue from the sale of subscriptions to our platform and data. As a result, the continued use of telephones and email as a primary means of B2B sales, marketing, and recruiting, and the continued use of internet cloud-based platforms to access telephone, email, and related information for such purposes, is critical to our future growth and success. If the sales and marketing information market fails to grow, or grows more slowly than we currently anticipate, or if there is a decrease in the use of telephones and email as primary means of B2B communication, demand for our platform and data would be negatively affected.

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

- awareness and acceptance of the sales and marketing platform category generally, and the growth, contraction and evolution of the category;
- availability of products and services that compete with ours;
- brand recognition;
- pricing;
- ease of adoption and use;
- performance, features, and user experience, and the development and acceptance of new features, integrations, and capabilities;
- customer support;

- accessibility across several devices, operating system, and applications;
- integration with CRM and other related technologies; and
- the potential for the development of new systems and protocols for B2B communication.

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

If we fail to maintain and improve our methods and technologies, or anticipate new methods or technologies, for data collection, organization, and cleansing, competing products and services could surpass ours in depth, breadth, or accuracy of our data or in other respects.

Current or future competitors may seek to develop new methods and technologies for more efficiently gathering, cataloging, or updating business information, which could allow a competitor to create a product comparable or superior to ours, or that takes substantial market share from us, or that creates or maintains databases at a lower cost that we experience. We can expect continuous improvements in computer hardware, network operating systems, programming tools, programming languages, operating systems, data matching, data filtering, data predicting, and other database technologies and the use of the internet. These improvements, as well as changes in customer preferences or regulatory requirements, may require changes in the technology used to gather and process our data. Our future success will depend, in part, upon our ability to:

- internally develop and implement new and competitive technologies;
- use leading third-party technologies effectively; and
- respond to advances in data collection, cataloging, and updating.

If we fail to respond to changes in data technology competitors may be able to develop products and services that will take market share from us, and the demand for our products and services, the delivery of our products and services, or our market reputation could be adversely affected.

If we are not able to obtain and maintain accurate, comprehensive, or reliable data, we could experience reduced demand for our products and services.

Our success depends on our clients' confidence in the depth, breadth, and accuracy of our data. The task of establishing and maintaining accurate data is challenging and expensive. The depth, breadth, and accuracy of our data differentiates us from our competitors. Our standard contract with customers includes a quality guarantee pursuant to which a customer would have the right to terminate its subscription and we could be obligated to reimburse certain payments if the accuracy of our data were to fall below a certain threshold. If our data, including the data we obtain from third parties and our data extraction, cleaning, and insights, are not current, accurate, comprehensive, or reliable, it would increase the likelihood of negative customer experiences, which in turn would reduce the likelihood of customers renewing or upgrading their subscriptions and harm our reputation, making it more difficult to obtain new customers. In addition, if we are no longer able to maintain our high level of accuracy, we may face legal claims by our customers which could have an adverse effect on our business, results of operations, and financial condition.

Our business depends upon the interoperability of our platform with third-party systems that we do not control.

Our technologies that allow our platform to interoperate with various third-party applications (which we call "integrations") are critically important to our business. Many of our customers use our integrations to access our data from within, or send data to, CRM, marketing automation, applicant tracking, sales enablement, and other systems, including Salesforce.com, Marketo, HubSpot, Microsoft Dynamics, Oracle Sales Cloud, and a variety of other commonly used tools. The functionality of these integrations depends upon access to these systems, which is not within our control. For instance, approximately 36% of our customers use our Salesforce.com integration. Some of our competitors own, develop, operate, or distribute CRM and similar systems or have material business relationships with companies that own, develop, operate, or distribute CRM and similar systems that our platform integrates into. Moreover, some of these competitors have inherent advantages developing products and services that more tightly integrate with their CRM and similar systems or those of their business partners. In addition, companies that already operate CRM and similar systems may choose to become competitive with ZoomInfo. See also "—Larger and more well-funded companies with access to significant resources, large amounts of data or data collection methods and sophisticated technologies may shift their business model to become competitive with us."

Third-party systems are constantly evolving, it is difficult to predict the challenges that we may encounter in developing our platform for use in conjunction with such third-party systems, and we may not be able to modify our integrations to assure its compatibility with the systems of other third parties following any of their changes to their systems. Some operators of CRM and similar systems may cease to permit our access or the integration of our platform to their systems. If Salesforce.com were to refuse to permit our integration to access its APIs, this integration would not function, and our customers' experience would be hampered. Without a convenient way for our customers to integrate our products and services with products and services such as Salesforce.com, current customers may be less likely to renew or upgrade their subscriptions, prospective customers may be less likely to acquire subscriptions, or our products and services may not command the prices that we anticipate. In addition, some of our competitors may be able to disrupt the operations or compatibility of our platform with their systems, or exert strong business influence on our ability to, and terms on which we, integrate our platform. As our respective platforms and systems evolve, we expect this level of competition to increase. Should any of our competitors modify their systems in a manner that degrades the functionality of our platform or gives preferential treatment to competitive platforms or products, whether to enhance their competitive position or for any other reason, the interoperability of our platform with these systems could decrease and our business, results of operations, and financial condition could be harmed.

Our ability to introduce new features, integrations, capabilities, and enhancements is dependent on adequate research and development resources. If we do not adequately fund our research and development efforts, or if our research and development investments do not translate into material enhancements to our products and services, we may not be able to compete effectively, and our business, results of operations, and financial condition may be harmed.

To remain competitive, we must continue to develop new features, integrations, and capabilities to our products and services. This is particularly true as we further expand and diversify our capabilities to address additional applications and markets. Maintaining adequate research and development resources, such as the appropriate personnel and development technology, to meet the demands of the market is essential. If we are unable to develop features, integrations, and capabilities internally due to certain constraints, such as employee turnover, lack of management ability, or a lack of other research and development resources, our business may be harmed.

Moreover, research and development projects can be technically challenging and expensive. The nature of these research and development cycles may cause us to experience delays between the time we incur expenses associated with research and development and the time we are able to offer compelling features, integrations, capabilities, and enhancements and generate revenue, if any, from such investment. Anticipated demand for a feature, integration, capability, or enhancement we are developing could decrease after the development cycle has commenced, and we would nonetheless be unable to avoid substantial costs associated with the development of any such feature, integration, capability, or enhancement. Additionally, we may experience difficulties with software development, design, or marketing that could affect the length of these research and development cycles that could further delay or prevent our development, introduction, or implementation of features, integrations, capabilities, and enhancements. If we expend a significant amount of resources on research and development and our efforts do not lead to the successful introduction or improvement of features, integrations, and capabilities that are competitive, it could harm our business, results of operations, and financial condition.

Further, our competitors may expend more on their respective research and development programs or may be acquired by larger companies that would allocate greater resources to our competitors' research and development programs or our competitors may be more efficient in their research and development activities. Our failure to maintain adequate research and development resources or to compete effectively with the research and development programs of our competitors would give an advantage to such competitors and may harm our business, results of operations, and financial condition.

If we are unable to attract new customers and expand subscriptions of current customers, our revenue growth and profitability will be harmed.

To increase our revenue and achieve and maintain profitability, we must attract new customers and grow the subscriptions of existing customers. Our go-to-market efforts are intended to identify and attract prospective customers and convert them into paying customers, including the conversion of users of our Community Edition product to paying customers. In addition, we seek to expand existing customer subscriptions by adding new users, additional data entitlements, or additional products or services, including through expanding the adoption of our platform into other departments within customers. We do not know whether we will continue to achieve similar client acquisition and customer subscription growth rates in the future as we have in the past. Numerous factors may impede our ability to add new customers and grow existing customer subscriptions, including our failure to attract and effectively train new sales and marketing personnel despite increasing our sales efforts, to retain and motivate our current sales and marketing personnel, to develop or expand relationships with partners, to successfully deploy new features, integrations and capabilities of our products and services, to provide quality customer experience, or to ensure the effectiveness of our go-to-market programs. Additionally, increasing our sales to large organizations (both existing and prospective customers) requires increasingly sophisticated and costly sales and account management efforts targeted at senior management and other personnel. If our efforts to sell to organizations are not successful or do not generate additional revenue, our business will suffer. See also "—Failure to effectively expand our sales capabilities could harm our ability to increase the number of organizations on our platform and achieve broader market acceptance of our platform."

Our ability to attract new customers and increase revenue from existing customers depends in large part on our ability to continually enhance and improve our platform and the features, integrations, and capabilities we offer, and to introduce compelling new features, integrations, and capabilities that reflect the changing nature of our market to maintain and improve the quality and value of our products and services, which depends on our ability to continue investing in research and development and our successful execution and our efforts to improve and enhance our platform. The success of any enhancement to our platform depends on several factors, including timely completion and delivery, competitive pricing, adequate quality testing, integration with existing technologies, and overall market acceptance. Any new features, integrations, or capabilities that we develop may not be introduced in a timely or cost-effective manner, may contain errors, failures, vulnerabilities, or bugs or may not achieve the market acceptance necessary to generate significant revenue. If we are unable to successfully develop new features, integrations, and capabilities to enhance our platform to meet the requirements of current and prospective customers or otherwise gain widespread market acceptance, our business, results of operations, and financial condition would be harmed.

Moreover, our business is subscription-based, and therefore our customers are not obligated to and may not renew their subscriptions after their existing subscriptions expire or may renew at a lower price, including if such customers choose to reduce their data access rights under their subscription, reduce the products or services to which they have access, or reduce their number of users. Most of our subscriptions are sold for a one-year term, though some organizations purchase a multi-year subscription plan. While many of our subscriptions provide for automatic renewal, our customers may opt-out of automatic renewal and customers have no obligation to renew a subscription after the expiration of the term. Our customers may or may not renew their subscriptions as a result of a number of factors (including as a result of general economic downturns as a result of COVID-19), including their satisfaction or dissatisfaction with our products and services, decreases in the number of users at the organization, our pricing or pricing structure, the pricing or capabilities of the products and services offered by our competitors, the effects of economic conditions, or reductions in our paying customers' spending levels. In addition, our customers may renew for fewer subscriptions, renew for shorter contract lengths if they were previously on multi-year contracts, or switch to lower cost offerings of our products and services. It is difficult to predict attrition rates given our varied customer base of enterprise, mid-market, and small business customers. Our attrition rates may increase or fluctuate as a result of a number of factors, including customer dissatisfaction with our services, customers' spending levels, mix of customer base, decreases in the number of users at our customers, competition, pricing increases, or changing or deteriorating general economic conditions. If customers do not renew their subscriptions or renew on less favorable terms or fail to add more users, or if we fail to expand subscriptions of existing customers, our revenue may decline or grow less quickly than anticipated, which would harm our business, results of operations, and financial condition.

Additionally, some of our customers may have multiple subscription plans simultaneously. For example, large enterprises with distributed procurement processes where different buyers, departments, or affiliates make their own purchasing decisions based on distinct product features or separate budgets. Companies who are our existing customers may also acquire another organization that is already on our subscription plan or complete a reorganization or spin-off transaction that results in an organization subscribing to multiple subscription plans. If organizations that subscribe to multiple subscription plans decide not to consolidate all of their subscription plans or decide to downgrade to lower priced or free subscription plans, our revenue may decline or grow less quickly than anticipated, which would harm our business, results of operations, and financial condition.

A slowdown or decline in participation in our contributory network and/or increase in the volume of opt-out requests from individuals with respect to our collection of their data could lead to a deterioration in the depth, breadth, or accuracy of our data and have an adverse effect on our business, results of operations, and financial condition.

We have a number of sources contributing to the depth, breadth, and accuracy of the data on our platform including our contributory network. All of our free Community Edition users must participate in our contributory network to get access to data. Similarly, many of our paying customers participate in our contributory network to improve the quality of the data within their CRM and similar systems. Community Edition users may cease to participate in our contributory network after deciding not to renew our Community Edition version. Our paying customers, including those who have migrated from the Community Edition, may elect not to participate for various reasons, including their sensitivity to sharing information within our contributory network or their determination that the benefits from sharing do not outweigh the potential harm from sharing. If we are not able to attract new participants or maintain existing participants in our contributory network, our ability to effectively gather new data and update and maintain the accuracy of our database could be adversely affected. Additionally, CCPA and other legal and regulatory changes are making it easier for individuals to opt-out of having their personal data collected through an opt-out button available on our website, which could result in higher rates of opting out. We expect that third-party intermediaries will emerge that offer services involving opting individuals out of their personal data being collected at scale (*i.e.*, from all platforms, including ours). Consequently, our ability to grow our business may be harmed and our results of operations and financial condition could suffer.

If we fail to protect and maintain our brand, our ability to attract and retain customers will be impaired, our reputation may be harmed, and our business, results of operations, and financial condition may suffer.

We believe that developing, protecting, and maintaining awareness of our brand is critical to achieving widespread acceptance of our platform and is an important element in attracting new organizations to our platform. Furthermore, we believe that the importance of brand recognition will increase as competition in our market increases. Successful promotion of our brand will depend largely on the effectiveness of our marketing efforts and on our ability to ensure that our products and services remains high-quality, reliable, and useful at competitive prices.

Brand promotion activities may not yield increased revenue, and, even if they do, any increased revenue may not offset the expenses we incur in building our brand. If we fail to successfully promote and maintain our brand, or incur substantial expenses in an unsuccessful attempt to promote and maintain our brand, we may fail to attract new customers to the extent necessary to realize a sufficient return on our brand-building efforts, and our business, results of operations, and financial condition could suffer. In September 2019, we launched our new brand campaign to assume the ZoomInfo brand for our Company. While ZoomInfo was an existing brand, the selection of the ZoomInfo brand over DiscoverOrg may not be as successful as we intended, and we could lose the value of the DiscoverOrg brand without a corresponding benefit. At or about the time of the acquisition of Pre-Acquisition ZI by ZoomInfo OpCo, we believed that ZoomInfo had greater brand awareness and greater potential, but that it had a weaker reputation for data quality than DiscoverOrg. If we are not successful in improving the perception of the ZoomInfo brand in terms of the quality and accuracy of its data, our business, results of operations, and financial condition could suffer. Furthermore, in connection with the development and implementation of our rebranding campaign, we have spent additional time and costs, including those associated with advertising and marketing efforts. If we are unable to effectively implement our rebranding campaign, our business, results of operations, and financial condition could suffer.

In addition, independent industry analysts often provide reviews of ZoomInfo, as well as the products offered by our competitors, and perception of the relative value of our ZoomInfo brand in the marketplace may be significantly influenced by these reviews. If these reviews are negative, or less positive as compared to those of our competitors' products, our brand may be harmed.

Our business could be negatively affected by changes in search engine algorithms and dynamics or other traffic-generating arrangements.

We rely heavily on internet search engines, such as Google, including through the purchase of sales and marketing-related keywords and the indexing of our public-facing directory pages and other web pages, to generate a significant portion of the traffic to our website. Search engines frequently update and change the logic that determines the placement and display of results of a user's search, such that the purchased or algorithmic placement of links to our website can be negatively affected. In addition, a significant amount of traffic is directed to our website through participation in pay-per-click and display advertising campaigns on search engines, including Google. Pricing and operating dynamics for these traffic sources can change rapidly, both technically and competitively. Moreover, a search engine could, for competitive or other purposes, alter its search algorithms or results, which could cause a website to place lower in search query results or inhibit participation in the search query results. If a major search engine changes its algorithms or results in a manner that negatively affects the search engine ranking, paid or unpaid, of our website, or if competitive dynamics impact the costs or effectiveness of search engine optimization, search engine marketing or other traffic-generating arrangements in a negative manner, our business and financial performance would be adversely affected.

We may not be able to adequately protect our proprietary and intellectual property rights in our data or technology.

Our success is dependent, in part, upon protecting our proprietary information and technology. We may be unsuccessful in adequately protecting our intellectual property. No assurance can be given that confidentiality, non-disclosure, or invention assignment agreements with employees, consultants, or other parties will not be breached and will otherwise be effective in controlling access to and distribution of our platform, or certain aspects of our platform, and proprietary information. Further, these agreements do not prevent our competitors from independently developing technologies that are substantially equivalent or superior to our platform. Additionally, certain unauthorized use of our intellectual property may go undetected, or we may face legal or practical barriers to enforcing our legal rights even where unauthorized use is detected.

Current law may not provide for adequate protection of our platform or data. In addition, legal standards relating to the validity, enforceability, and scope of protection of proprietary rights in internet-related businesses are uncertain and evolving, and changes in these standards may adversely impact the viability or value of our proprietary rights. Some license provisions protecting against unauthorized use, copying, transfer, and disclosure of our platform, or certain aspects of our platform, or our data may be unenforceable under the laws of certain jurisdictions. Further, the laws of some countries do not protect proprietary rights to the same extent as the laws of the United States, and mechanisms for enforcement of intellectual property rights in some foreign countries may be inadequate. To the extent we expand our international activities, our exposure to unauthorized copying and use of our data or certain aspects of our platform, or our data may increase. Further, competitors, foreign governments, foreign government-backed actors, criminals, or other third parties may gain unauthorized access to our proprietary information and technology. Accordingly, despite our efforts, we may be unable to prevent third parties from infringing upon or misappropriating our technology and intellectual property.

To protect our intellectual property rights, we may be required to spend significant resources to monitor and protect these rights, and we may or may not be able to detect infringement by our customers or third parties. Litigation has been and may be necessary in the future to enforce our intellectual property rights and to protect our trade secrets. Such litigation could be costly, time consuming, and distracting to management and could result in the impairment or loss of portions of our intellectual property. Furthermore, our efforts to enforce our intellectual property rights may be met with defenses, counterclaims, and countersuits attacking the validity and enforceability of our intellectual property rights. Our inability to protect our proprietary technology against unauthorized copying or use, as well as any costly litigation or diversion of our management's attention and resources, could delay further sales or the implementation of our platform, impair the functionality of our platform, delay introductions of new features, integrations, and capabilities, result in our substituting inferior or more costly technologies into our platform, or injure our reputation. In addition, we may be required to license additional technology from third parties to develop and market new features, integrations, and capabilities, and we cannot be certain that we could license that technology on commercially reasonable terms or at all, and our inability to license this technology could harm our ability to compete.

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.

Because our data includes the direct contact information for millions of individuals and businesses, our platform and data could be misused by customers, or by parties who have obtained access to our data without authorization, to contact individuals for purposes that we would not permit, including uses unrelated to B2B communication or recruiting, such as to harass or annoy individuals or to perpetrate scams. Our customers could use our products or services for purposes beyond the scope of their contractual terms or applicable laws or regulations. In addition, third parties could gain access to our data or our platform through our customers or through malfeasance or cyber-attacks and use our platform and data for purposes other than its intended purpose or to create products that compete with our platform. Our customers' or third parties' misuse of our data, inconsistent with its permitted use, could result in reputational damage, adversely affect our ability to attract new customers and cause existing customers to reduce or discontinue the use of our platform, any of which could harm our business and operating results.

Our brand may be negatively affected by the actions of persons using our platform that are hostile or inappropriate, by the actions of individuals acting under false or inauthentic identities, by the use of our products or services to disseminate information that is misleading (or intended to manipulate opinions), by perceived or actual efforts by governments to obtain access to user information for security-related purposes or to censor certain content on our platform or by the use of our products or services for illicit, objectionable, or illegal ends. Further, we may fail to respond expeditiously or appropriately to the sharing of our platform and data outside of the terms of a customers' license and the use of our data and insights for purposes other than for sales and marketing, or to otherwise address customer and individual concerns, which could erode confidence in our business.

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 operation, and financial condition.

As part of our business strategy, from time to time we make investments in, or acquisitions of, complementary businesses, services, databases, and technologies, and we expect that we will continue to make such investments and acquisitions in the future to further grow our business and our product and service offerings. For example, in February 2019, we completed our largest acquisition to date of Pre-Acquisition ZI, for $748.0 million, net of cash acquired, which we are continuing to integrate. We have incurred severance costs and expect to incur additional costs to integrate prior acquisitions, such as IT integration expenses and costs related to the renegotiation of redundant vendor agreements. Since January 1, 2018, we have acquired substantially all of the assets of two other businesses as well: NeverBounce and Komiko, Inc. We may have difficulty effectively integrating the personnel, businesses, and technologies of these acquisitions into our Company and achieving the goals of those acquisitions.

Our strategy to make selective acquisitions to complement our platform depends on our ability to identify, and the availability of, suitable acquisition candidates. We may not be able to find suitable acquisition candidates and we may not be able to complete acquisitions on favorable terms, if at all. Acquired assets, data, or businesses may not be successfully integrated into our operations, costs in connection with acquisitions and integrations may be higher than expected and we may also incur unanticipated acquisition-related costs. These costs could adversely affect our financial condition, results of operations, or prospects. Any acquisition we complete could be viewed negatively by customers, users, developers, partners, or investors, and could have adverse effects on our existing business relationships.

Acquisitions and other transactions, arrangements, and investments involve numerous risks and could create unforeseen operating difficulties and expenditures, including:

- potential failure to achieve the expected benefits on a timely basis or at all;
- difficulties in, and the cost of, integrating operations, technologies, services, and platforms;
- diversion of financial and managerial resources from existing operations;

- the potential entry into new markets in which we have little or no experience or where competitors may have stronger market positions;
- potential write-offs of acquired assets or investments and potential financial and credit risks associated with acquired customers;
- differences between our values and those of our acquired companies;
- difficulties in re-training key employees of acquired companies and integrating them into our organizational structure and corporate culture;
- difficulties in, and financial costs of, addressing acquired compensation structures inconsistent with our compensation structure;
- inability to generate sufficient revenue to offset acquisition or investment costs;
- inability to maintain, or changes in, relationships with customers and partners of the acquired business;
- challenges converting and forecasting the acquired company’s revenue recognition policies including subscription-based revenue and revenue based on the transfer of control as well as appropriate allocation of the customer consideration to the individual deliverables;
- difficulty with, and costs related to, transitioning the acquired technology onto our existing platforms and customer acceptance of multiple platforms on a temporary or permanent basis;
- augmenting the acquired technologies and platforms to the levels that are consistent with our brand and reputation;
- potential for acquired products to impact the profitability of existing products;
- increasing or maintaining the security standards for acquired technology consistent with our other services;
- potential unknown liabilities associated with the acquired businesses, including risks associated with acquired intellectual property and/or technologies;
- challenges relating to the structure of an investment, such as governance, accountability, and decision-making conflicts that may arise in the context of a joint venture or other majority ownership investments;
- negative impact to our results of operations because of the depreciation and amortization of amounts related to acquired intangible assets, fixed assets, and deferred compensation;
- additional stock-based compensation;
- the loss of acquired unearned revenue and unbilled unearned revenue;
- delays in customer purchases due to uncertainty related to any acquisition;
- ineffective or inadequate controls, procedures, and policies at the acquired company;
- in the case of foreign acquisitions, challenges caused by integrating operations over distance, and across different languages, cultures, and political environments;
- currency and regulatory risks associated with foreign countries and potential additional cybersecurity and compliance risks resulting from entry into new markets;
- tax effects and costs of any such acquisitions, including the related integration into our tax structure and assessment of the impact on the realizability of our future tax assets or liabilities; and

- potential challenges by governmental authorities, including the Department of Justice, for anti-competitive or other reasons.

Any of these risks could harm our business. In addition, to facilitate these acquisitions or investments, we may seek additional equity or debt financing, which may not be available on terms favorable to us or at all, may affect our ability to complete subsequent acquisitions or investments and may affect the risks of owning our Class A common stock. For example, if we finance acquisitions by issuing equity or convertible debt securities or loans, our existing stockholders may be diluted, or we could face constraints related to the terms of, and repayment obligation related to, the incurrence of indebtedness that could affect the market price of our Class A common stock.

If we fail to maintain adequate operational and financial resources, particularly if we continue to grow rapidly, we may be unable to execute our business plan or maintain high levels of service and customer satisfaction.

We have experienced, and expect to continue to experience, rapid growth, which has placed, and may continue to place, significant demands on our management and our operational and financial resources. We have more than five offices across the United States and one office in Israel. We have also experienced significant growth in the number of customers using our products and services and in the amount of data in our databases. In addition, our organizational structure is becoming more complex as we scale our operational, financial, and management controls, as well as our reporting systems and procedures, and expand internationally. As we continue to grow, we face challenges of integrating, developing, training, and motivating a rapidly growing employee base in our various offices around the world and maintaining our company culture across multiple offices. Certain members of our management have not previously worked together for an extended period of time, and most do not have prior experience managing a public company, which may affect how they manage our growth. If we fail to manage our anticipated growth and change in a manner that preserves the key aspects of our corporate culture, the quality of our products and services may suffer, which could negatively affect our brand and reputation and harm our ability to attract users, employees, and organizations.

To manage growth in our operations and personnel, we will need to continue to grow and improve our operational, financial, and management controls and our reporting systems and procedures. We will require significant capital expenditures and the allocation of valuable management resources to grow and change in these areas. Our expansion has placed, and our expected future growth will continue to place, a significant strain on our management, customer experience, research and development, sales and marketing, administrative, financial, and other resources.

We anticipate that significant additional investments will be required to scale our operations and increase productivity, to address the needs of our customers, to further develop and enhance our products and services, to expand into new geographic areas and to scale with our overall growth. If additional investments are required due to significant growth, this will increase our cost base, which will make it more difficult for us to offset any future revenue shortfalls by reducing expenses in the short term.

In addition, as we expand our business, it is important that we continue to maintain a high level of customer service and satisfaction. As our paying customer base continues to grow, we will need to expand our account management, customer service and other personnel, which will require more complex management and systems. If we are not able to continue to provide high levels of customer service, our reputation, as well as our business, results of operations, and financial condition, could be harmed.

Failure to effectively expand our sales capabilities could harm our ability to bring on new customers at the rate we anticipate.

The rate at which we can acquire new customers will depend to a significant extent on our ability to expand our sales operations. We plan to continue expanding our sales force, and that will require us to invest significant financial and other resources to train and grow our sales force, in order to complement our go-to-market approach. Our business will be harmed if our efforts do not generate a corresponding increase in revenue. We may not achieve anticipated revenue growth from expanding our sales force if we are unable to hire and develop talented sales personnel, if our new sales personnel are unable to achieve desired productivity levels in a reasonable period of time, or if we are unable to retain our existing sales personnel. We believe that there is significant competition for sales personnel with the skills and technical knowledge that we require. Our ability to achieve revenue growth will depend, in large part, on our success in recruiting, training, and retaining sufficient numbers of sales personnel to support our growth.

If we fail to offer high-quality customer experience, our business and reputation will suffer.

Numerous factors may impact a customer's experience which may in turn impact the likelihood of such customer renewing or upgrading its subscription. Those factors include the usability of the platform, the depth, breadth, and accuracy of the data, the adequacy of our product documentation, and the quality of our onboarding, training, account management, and customer technical and research support functions. The number of customers has grown rapidly, and the continued growth that we anticipate will put additional pressure on our customer experience programs. It may be difficult for us to identify, recruit, train, and manage enough people with enough skill and talent in each area of the customer experience to adequately scale those functions to match the growth of our customer base. In addition, larger enterprise customers and customers with larger subscriptions are more demanding of our customer experience programs, in particular our research support services. If and as we add more large enterprise customers and increase the ACV of existing subscriptions, we may need to devote even more resources to such programs, and we may find it difficult to effectively scale those programs. If we do not adequately scale our customer experience operations to meet the demands of our growing customer base, an increase in large enterprise customers and large customer subscriptions or otherwise fail to provide an overall high-quality customer experience, fewer customers could renew or upgrade their subscriptions, and our reputation could suffer, negatively impacting our ability to acquire new customers, which would harm our business, results of operations, and financial condition.

In addition, customers from time to time rely upon our customer technical and research support teams to resolve technical and data accuracy issues relating to our products and services. We may be unable to respond quickly enough to accommodate short-term increases in customer demand for support services. Increased customer demand for these services, without corresponding revenue, could increase costs and adversely affect our reputation and operating results.

As more of our sales efforts target larger enterprise customers, our sales cycle may become longer and more expensive, and we may encounter pricing pressure and implementation and configuration challenges that may require us to delay revenue recognition for some complex transactions, all of which could harm our business and operating results.

As we target more of our sales efforts at larger enterprise customers and governmental or quasi-governmental entities, we may face longer sales cycles, greater competition, more complex customer due diligence, less favorable contractual terms, and less predictability in completing some of our sales.

Consequently, a target customer's decision to use our services may be an enterprise-wide decision and, if so, these types of sales would require us to provide greater levels of education regarding the use and benefits of our products and services, as well as education regarding privacy and data protection laws and regulations to prospective customers. In addition, larger enterprise customers and governmental entities may demand more configuration, integration services, and features. As a result of these factors, these sales opportunities may require us to devote greater sales support and professional services resources to individual customers, driving up costs and time required to complete sales and diverting resources to a smaller number of larger transactions, while potentially requiring us to delay revenue recognition on some of these transactions until the technical or implementation requirements have been met.

We may fail to offer the optimal pricing and packaging of our products and services.

We have limited experience in determining the optimal pricing and packaging of our products and services, and we may need to change our pricing model from time to time. Demand for our products and services is sensitive to price, and current or prospective customers may choose not to subscribe or renew or upgrade their subscriptions due to costs. Further, certain of our competitors offer, or may in the future offer, lower-priced or free products or services that compete with our products and services or may bundle functionality compatible with our products and services and offer a broader range of products and services. Similarly, certain competitors may use marketing strategies that enable them to acquire users more rapidly or at a lower cost than us, or both. As we expand internationally, we may find that pricing and packaging appropriate in our current market is not acceptable to prospective customers in certain new markets. In addition, if our mix of features, integrations, and capabilities on our products and services changes or we develop additional versions for specific use cases or additional premium versions, then we may need or choose to revise our pricing.

We have experienced rapid growth in recent periods, and our recent growth rates will not be indicative of our future growth.

We have experienced rapid organic and acquisition-driven growth in recent periods. We do not expect revenue growth in future periods to be consistent with recent history. Further, as we operate in a new and rapidly changing market, widespread acceptance and use of our platform is critical to our future growth and success. We believe our revenue growth depends on a number of factors, including, but not limited to, our ability to:

- attract new customers;
- provide excellent customer experience;
- renew and grow current customer subscriptions;
- convert users of and organizations on our free Community Edition into paying customers;
- introduce and grow adoption of our products and services in new markets outside of the United States;
- achieve widespread acceptance and use of our platform;
- adequately expand our sales force and otherwise scale our operations as a business;
- expand the features and capabilities of our platform, including through the creation and use of additional integrations;
- maintain the security and reliability of our platform;
- comply with existing and new applicable laws and regulations;
- price and package our products and services effectively;
- successfully compete against established companies and new market entrants;
- increase awareness of our brand on a global basis; and
- execute on our acquisition strategy.

We may not be able to successfully implement our strategic initiatives in accordance with our expectations, or in the timeframe we desire, which may result in an adverse impact on our business and financial results. We also expect our operating expenses to increase in future periods, and if our revenue growth does not increase to offset these anticipated increases in our operating expenses, our business, results of operations, and financial condition will be harmed and we may not be able to achieve or maintain profitability.

Further, our rapid growth may make it difficult to evaluate our future prospects. Our ability to forecast our future results of operations is subject to a number of uncertainties, including our ability to effectively plan for and model future growth. If we fail to achieve the necessary level of efficiency in our organization as it grows, or if we are not able to accurately forecast future growth, our business, results of operations, and financial condition could be harmed.

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 and retain other highly skilled employees could harm our business.

Our success depends largely upon the continued services of our executive officers and other key employees. We rely on our leadership team in the areas of research and development, operations, security, analytics, marketing, sales, customer experience, and general and administrative functions and on individual contributors in our research and development and operations. From time to time, there may be changes in our executive management team resulting from the hiring or departure of executives, which could disrupt our business. The loss of one or more of our executive officers or key employees could harm our business. Changes in our executive management team may also cause disruptions in, and harm to, our business.

The company continues to be led by our CEO and co-founder, Henry Schuck, who plays an important role in driving the company's culture, determining the strategy, and executing against that strategy across the company. If Mr. Schuck's services became unavailable to the company for any reason, it may be difficult or impossible for the company to find an adequate replacement, which could cause us to be less successful in maintaining our culture and developing and effectively executing on our company strategies.

In addition, to execute our growth plan, we must attract and retain highly qualified personnel. Competition for these personnel on the West Coast, where our headquarters is located, and in other locations where we maintain offices, is intense, especially for engineers experienced in designing and developing software and software-as-a-service ("SaaS") applications and experienced sales professionals. We have from time to time experienced, and we expect to continue to experience, difficulty in hiring and retaining employees with appropriate qualifications. In addition, certain domestic immigration laws restrict or limit our ability to recruit internationally. Any changes to U.S. immigration policies that restrain the flow of technical and professional talent may inhibit our ability to recruit and retain highly qualified employees. Many of the companies with which we compete for experienced personnel have greater resources than we have and may be able to offer more attractive terms of employment. In addition, we invest significant time and expense in training our employees, which increases their value to competitors who may seek to recruit them.

If we hire employees from competitors or other companies, their former employers may attempt to assert that these employees have breached their legal obligations, resulting in a diversion of our time and resources. In addition, job candidates and existing employees often consider the value of the equity awards they receive in connection with their employment. If the perceived value of our equity awards declines, it may harm our ability to recruit and retain highly skilled employees. If we fail to attract new personnel or fail to retain and motivate our current personnel, our business and future growth prospects could be harmed. Meanwhile, additions of executive-level management and large numbers of employees could significantly and adversely impact our culture. If we do not maintain and continue to develop our corporate culture as we grow and evolve, it could harm our ability to foster the innovation, creativity and teamwork we believe that we need to support our growth.

In addition, many of our key technologies and systems are custom-made for our business by our key personnel. The loss of key personnel, including key members of our management team, as well as certain of our key marketing, sales, product development, or technology personnel, could disrupt our operations and have an adverse effect on our ability to grow our business.

If we have overestimated the size of our total addressable market, our future growth rate may be limited.

We have estimated the size of our total addressable market based on internally generated data and assumptions, and such information is inherently imprecise. In addition, our projections, assumptions, and estimates of opportunities within our market are subject to a high degree of uncertainty and risk due to a variety of factors, including, but not limited to, those described in this prospectus. If these internally generated data prove to be inaccurate or we make errors in our assumptions based on that data, our actual market may be more limited than our estimates. In addition, these inaccuracies or errors may cause us to misallocate capital and other critical business resources, which could harm our business.

Even if our total addressable market meets our size estimates and experiences growth, we may not continue to grow our share of the market. Our growth is subject to many factors, including our success in implementing our business strategy, which is subject to many risks and uncertainties. Accordingly, the estimates of our total addressable market included in this prospectus should not be taken as indicative of our ability to grow our business. For more information regarding the estimates of market opportunity and the forecasts of market growth included in this prospectus, see the sections titled "Summary—Our Market Opportunity" and "Business—Our Market Opportunity."

We may experience quarterly fluctuations in our operating results due to a number of factors which makes our future results difficult to predict and could cause our operating results to fall below expectations or our guidance.

Our quarterly operating results have fluctuated in the past and are expected to fluctuate in the future due to a variety of factors, many of which are outside of our control. As a result, our past results may not be indicative of our future performance, and comparing our operating results on a period-to-period basis may not be meaningful. In addition to the other risks described in this prospectus, factors that may affect our quarterly operating results include the following:

- our ability to attract and retain customers and grow subscriptions of existing customers;
- our ability to price and package our products and services effectively;
- pricing pressure as a result of competition or otherwise;
- unforeseen costs and expenses, including those related to the expansion of our business and operations;
- changes in customers’ budgets and in the timing of their budget cycles and purchasing decisions;
- changes in the competitive dynamics of our market, including consolidation among competitors or customers and the introduction of new products or product enhancements;
- the amount and timing of payment for operating expenses, particularly research and development, sales, and marketing expenses and employee benefit expenses;
- the timing of revenue and expenses related to the development or acquisition of technologies, products, or businesses;
- potential goodwill and intangible asset impairment charges and amortization associated with acquired businesses;
- potential restructuring and transaction-related expenses;
- the amount and timing of costs associated with recruiting, training, and integrating new employees while maintaining our company culture;
- our ability to manage our existing business and future growth, including increases in the number of customers on our platform and the introduction and adoption of our platform in new markets outside of the United States;
- foreign currency exchange rate fluctuations; and
- general economic and political conditions in our domestic and international markets.

We may not be able to accurately forecast the amount and mix of future subscriptions, revenue, and expenses and, as a result, our operating results may fall below our estimates or the expectations of public market analysts and investors. If our revenue or operating results fall below the expectations of investors or securities analysts, or below any guidance we may provide, the price of our Class A common stock could decline.

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.

We may require additional financing, and we may not be able to obtain debt or equity financing on favorable terms, if at all. If we raise equity financing to fund operations or on an opportunistic basis, our stockholders may experience significant dilution of their ownership interests. Our secured credit facilities restrict our ability to incur additional indebtedness, require us to maintain specified minimum liquidity and restrict our ability to pay dividends. The terms of any additional debt financing may be similar or more restrictive. If we need additional capital and cannot raise it on acceptable terms, or at all, we may not be able to, among other things:

- develop new features, integrations, capabilities, and enhancements;

- continue to expand our product development, sales, and marketing organizations;
- hire, train, and retain employees;
- respond to competitive pressures or unanticipated working capital requirements; or
- pursue acquisition opportunities.

For more information, see “—Risks Related to Our Indebtedness.”

We devote, and may continue to devote, substantial resources to our earlier platforms.

Our newest platform was developed by combining features from our earlier DiscoverOrg platform and the platform developed by (and acquired by us through the acquisition of) Pre-Acquisition ZI. Certain existing customers continue to use and may prefer to continue to use in the future those earlier platforms, which we continue to support. If we are unable to migrate our existing customers using our earlier platforms to our new platform, we may continue to devote substantial resources to the maintenance of our earlier platforms, which could have an adverse effect on our business, results of operations, and financial condition, or we may experience customer dissatisfaction if we choose to no longer support those earlier platforms, which could cause certain customers not to renew or grow their subscriptions.

Operations and sales to customers outside the United States expose us to risks inherent in international operations.

Our success depends in part on our ability to expand sales to customers located outside of the United States. For the years ended December 31, 2018 and 2019, our business outside of the United States accounted for approximately 7% and 9% of total revenue, respectively. Any new markets or countries into which we attempt to sell subscriptions to our platform may not be as receptive to our products and services as we anticipate. Expansion of sales to international customers may also create challenges for our U.S.-based sales and customer experience functions and may require us to consider expanding operations internationally. A significant increase in international customers or an expansion of our operations into other countries could create additional risks and challenges, including:

- a need to localize our products and services, including translation into foreign languages and associated expenses;
- competition from local incumbents that better understand the local market, customs, and culture, may market and operate more effectively, and may enjoy greater local affinity or awareness;
- a need to comply with foreign regulatory frameworks or business practices, which among other things may favor local competitors;
- evolving domestic and international tax environments;
- liquidity issues or political actions by sovereign nations, including nations with a controlled currency environment, which could result in decreased values of balances or potential difficulties protecting our foreign assets or satisfying local obligations;
- foreign currency fluctuations and controls, which may make our products and services more expensive for international customers and could add volatility to our operating results;
- compliance with multiple, conflicting, ambiguous, or evolving governmental laws and regulations, including employment, tax, privacy, anti-corruption, import/export, economic sanctions, trade controls, antitrust, and data transfer, storage and protection, and our ability to identify and respond timely to compliance issues when they occur;
- vetting and monitoring internal or external sales or customer experience resources in new and evolving markets to confirm they maintain standards consistent with our brand and reputation;

- uncertainty regarding regulation, currency, tax, and operations resulting from the Brexit vote that could disrupt trade, the sale of our services and commerce and movement of our people between the United Kingdom, the European Union, and other locations;
- changes in the public perception of governments in the regions where we operate or plan to operate;
- treatment of revenue from international sources, intellectual property considerations, and changes to tax codes, including being subject to foreign tax laws and being liable for paying withholding income or other taxes in foreign jurisdictions;
- different pricing environments;
- different or lesser protection of our intellectual property;
- longer accounts receivable payment cycles and other collection difficulties;
- changes in diplomatic and trade relationships, including the imposition of new trade restrictions, trade protection measures, import or export requirements, trade embargoes, and other trade barriers;
- natural disasters, pandemics (such as COVID-19), acts of war, terrorism, pandemics, or security breaches;
- regional economic and political conditions; and
- higher costs of doing business internationally, including increased accounting, travel, infrastructure, and legal compliance costs.

Any of these factors could negatively impact our business and results of operations.

Cyber-attacks and security vulnerabilities could result in serious harm to our reputation, business, and financial condition.

Threats to network and data security are constantly evolving and becoming increasingly diverse and sophisticated. Our products and services, as well as our servers and computer systems and those of third parties that we rely on in our operations could be vulnerable to cybersecurity risks. As such, we may be subject to risks inherent to companies that process personal data. An increasing number of organizations have disclosed breaches of their information security systems, some of which have involved sophisticated and highly targeted attacks.

We expect that third parties will continue to attempt to gain unauthorized access to our systems or facilities through various means, including hacking into our systems or facilities, or those of our customers or vendors, or attempting to fraudulently induce our employees, customers, vendors or other users of our systems into disclosing sensitive information, which may in turn be used to access our IT systems. Our cybersecurity programs and efforts to protect our systems and data, and to prevent, detect and respond to data security incidents, may not prevent these threats or provide adequate security. Further, we may be subject to additional liability risks associated with data security breaches or other incidents by virtue of the private right of action granted to individuals under certain data privacy laws for actions arising from certain data security incidents.

We may experience breaches of our security measures due to human error, malfeasance, system errors or vulnerabilities, or other irregularities. Actual or perceived breaches of our security could subject us to regulatory investigations and orders, litigation, indemnity obligations, damages, penalties, fines and other costs in connection with actual and alleged contractual breaches, violations of applicable laws and regulations and other liabilities. Any such incident could also materially damage our reputation and harm our business, results of operations and financial condition. We maintain errors, omissions, and cyber liability insurance policies covering certain security and privacy damages. However, we cannot be certain that our coverage will be adequate for liabilities actually incurred or that insurance will continue to be available to us on economically reasonable terms, or at all.

Technical problems or disruptions that affect either 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.

Our business, brand, reputation, and ability to attract and retain users and customers depend upon the satisfactory performance, reliability, and availability of our websites, which in turn depend upon the availability of the internet and our service providers. Interruptions in these systems, whether due to system failures, computer viruses, software errors, physical or electronic break-ins, or malicious hacks or attacks on our systems (such as denial of service attacks), could affect the security and availability of our services on our mobile applications and our websites and prevent or inhibit the ability of users to access our products or services. In addition, the software, internal applications, and systems underlying our products and services are complex and may not be error-free. We may encounter technical problems when we attempt to enhance our software, internal applications, and systems. Any inefficiencies, errors, or technical problems with our software, internal applications, and systems could reduce the quality of our products and services or interfere with our customers' use of our products and services, which could reduce demand, lower our revenues, and increase our costs.

Our systems and operations are vulnerable to damage or interruption from fire, flood, power loss, security breaches, computer viruses, telecommunications failure, terrorist attacks, acts of war, electronic and physical break-ins, earthquakes, and similar events. The occurrence of any of the foregoing events could result in damage to or failure of our systems and hardware. These risks may be increased with respect to operations housed at facilities outside of our direct control, and the majority of the communications, network, and computer hardware used to operate the cloud for our platforms are located at facilities maintained by Google or Amazon, which we do not own or control.

Problems faced or caused by our IT service providers, including content distribution service providers, private network providers, internet providers, and third-party web-hosting providers, or with the systems by which they allocate capacity among their customers (as applicable), could adversely affect the experience of our users. If our third-party service providers are unable to keep up with our growing needs for capacity, our business could be harmed. Additionally, if these third-party cloud services stop providing services to us or increase rates, we may be unable to find sufficient other third-party providers, which could harm our business. See "—Interruptions or delays in services from third parties, including data center hosting facilities, internet infrastructure, cloud computing platform providers, and other hardware and software vendors, or our inability to adequately plan for and manage service interruptions or infrastructure capacity requirements, could impair the delivery of our services and harm our business." In addition, if distribution channels for our mobile applications experience disruptions, such disruptions could adversely affect the ability of users and potential users to access or update our mobile applications. If our platform is unavailable to users or fails to function as quickly as users expect, it could result in reduced customer satisfaction and reduced attractiveness of our platform to customers. This in turn could lead to decreased sales to new customers, harm our ability to renew or grow the subscriptions of existing customers, and/or the issuance of service credits or refunds, any of which could harm our reputation, business, results of operations, and financial condition.

Any errors, defects, disruptions, or other performance problems with our services could harm our reputation, business, results of operations, and financial condition.

Interruptions or delays in services from third parties, including data center hosting facilities, internet infrastructure, cloud computing platform providers, and other hardware and software vendors, or our inability to adequately plan for and manage service interruptions or infrastructure capacity requirements, could impair the delivery of our services and harm our business.

We currently serve our customers through the use of third-party data center hosting facilities and cloud computing platform providers. Damage to, or failure of, these systems, or systems upon which they depend such as internet infrastructure, could result in interruptions in our services. We have from time to time experienced interruptions in our services and such interruptions may occur in the future. Interruptions in our services may cause us to issue credits to customers, cause customers to make warranty or other claims against us or to terminate their subscriptions, and adversely affect our customer renewal and upgrade performance and our ability to attract new customers, all of which would reduce our revenue. Our business would also be harmed if our customers and potential customers believe our services are unreliable.

We do not control the operation of third-party facilities, and they may be vulnerable to damage or interruption from earthquakes, floods, fires, power loss, telecommunications failures, and similar events. They may also be subject to break-ins, sabotage, intentional acts of vandalism, and similar misconduct, as well as local administrative actions, changes to legal or permitting requirements, and litigation to stop, limit, or delay operation. The occurrence of a natural disaster, pandemics (such as COVID-19) or an act of terrorism, a decision to close the facilities without adequate notice, or other unanticipated problems at these facilities could result in lengthy interruptions in our services.

These hardware, software, data, and cloud computing systems may not continue to be available at reasonable prices, on commercially reasonable terms, or at all. Any loss of the right to use any of these hardware, software, or cloud computing systems could significantly increase our expenses and otherwise result in delays in the provisioning of our services until equivalent technology is either developed by us, or, if available, is identified, obtained through purchase or license, and integrated into our services.

If the way cookies are used or shared, or if the use or transfer of cookies is restricted by third parties outside of our control or becomes subject to unfavorable legislation or regulation, our ability to develop and provide certain products or services could be diminished or eliminated.

Small text files (referred to as “cookies”) placed on internet browsers by certain websites are used to gather data regarding the content of a user’s web browsing activity. We license data gathered using cookies to identify trends in online content consumption by business organizations in order to make assumptions about the goods and services such businesses may purchase. The availability of this data may be limited by numerous potential factors, including general trends among internet users to refuse to accept cookies on their web browsers, laws or regulations limiting the transferability or use of information gathered using cookies, or the refusal of providers of such information to provide it to us or to provide it to us on favorable terms. If we are not able to obtain this information on the terms we anticipate, we will not be able to provide some of our predictive intent products or services, which may cause a reduction in revenue or a reduction in revenue growth. It may negatively impact our ability to obtain new customers, as well as our ability to renew or grow the subscriptions of existing customers.

Cookies may easily be deleted or blocked by internet users. All of the most commonly used internet browsers (including Chrome, Firefox, Internet Explorer, and Safari) allow internet users to prevent cookies from being accepted by their browsers. Internet users can also delete cookies from their computers at any time. Some internet users also download “ad blocking” software that prevents cookies from being stored on a user’s computer. If more internet users adopt these settings or delete their cookies more frequently than they currently do, our business could be harmed. In addition, the Safari and Firefox browsers block third-party cookies by default, and other browsers may do so in the future. Unless such default settings in browsers were altered by internet users to permit the placement of third-party cookies, fewer cookies would be available, which could adversely affect our business. In addition, companies such as Google have publicly disclosed their intention to move away from cookies to another form of persistent unique identifier (“ID”) to identify individual internet users or internet-connected devices in the bidding process on advertising exchanges. If companies do not use shared IDs across the entire ecosystem, this could have a negative impact on our ability obtain content consumption data.

Our management team has limited experience managing a public company.

Most members of our management team have limited experience managing a publicly traded company, interacting with public company investors, and complying with the increasingly complex laws pertaining to public companies. Our management team may not successfully or efficiently manage our transition to being a public company that is subject to significant regulatory oversight and reporting obligations under the federal securities laws and the continuous scrutiny of securities analysts and investors. These new obligations and constituents will require significant attention from our senior management and could divert their attention away from the day-to-day management of our business, which could harm our business, results of operations, and financial condition.

We have a limited operating history, which makes it difficult to forecast our revenue and evaluate our business and future prospects.

Our business was originally founded in 2007, though much of our growth has occurred in recent periods. Our newest platform was introduced publicly in September 2019. As a result of our limited operating history, our ability to forecast our future results of operations and plan for and model future growth is limited and subject to a number of uncertainties. We have encountered and expect to continue to encounter risks and uncertainties frequently experienced by growing companies in rapidly evolving industries, such as the risks and uncertainties described herein. Additionally, the sales cycle for the evaluation and implementation of our paid versions, which can range from a single day to many months, may also cause us to experience a delay between increasing operating expenses and the generation of corresponding revenue, if any. Accordingly, we may be unable to prepare accurate internal financial forecasts or replace anticipated revenue that we do not receive as a result of delays arising from these factors, and our results of operations in future reporting periods may be below the expectations of investors. If we do not address these risks successfully, our results of operations could differ materially from our estimates and forecasts or the expectations of investors, causing our business to suffer and our Class A common stock price to decline.

We may be subject to litigation for any of a variety of claims, which could harm our reputation and adversely affect our business, results of operations, and financial condition.

In the ordinary course of business, we may be involved in and subject to litigation for a variety of claims or disputes and receive regulatory inquiries. These claims, lawsuits, and proceedings could include labor and employment, wage and hour, commercial, data privacy, antitrust, alleged securities law violations or other investor claims, and other matters. The number and significance of these potential claims and disputes may increase as our business expands. Any claim against us, regardless of its merit, could be costly, divert management’s attention and operational resources, and harm our reputation. As litigation is inherently unpredictable, we cannot assure you that any potential claims or disputes will not have a material adverse effect on our business, results of operations, and financial condition. Any claims or litigation, even if fully indemnified or insured, could make it more difficult to compete effectively or to obtain adequate insurance in the future.

In addition, we may be required to spend significant resources to monitor and protect our contractual, property, and other rights, including collection of payments and fees. Litigation has been and may be necessary in the future to enforce such rights. Such litigation could be costly, time consuming, and distracting to management and could result in the impairment or loss of our rights. Furthermore, our efforts to enforce our rights may be met with defenses, counterclaims, and countersuits attacking the validity and enforceability of such rights. Our inability to protect our rights as well as any costly litigation or diversion of our management’s attention and resources, could have an adverse effect on our business, results of operations, and financial condition or injure our reputation.

We may in the future be sued by third parties for various claims including alleged infringement of proprietary intellectual property rights.

There is considerable patent and other intellectual property development activity in our market, and litigation, based on allegations of infringement or other violations of intellectual property, is frequent in software and internet-based industries. We may receive communications from third parties, including practicing entities and non-practicing entities, claiming that we have infringed their intellectual property rights.

In addition, we may be sued by third parties for breach of contract, defamation, negligence, unfair competition, or copyright or trademark infringement or claims based on other theories. We could also be subject to claims based upon the content that is accessible from our website through links to other websites or information on our website supplied by third parties or claims that our collection of information from third-party sites without a license violates certain federal or state laws or website terms of use. We could also be subject to claims that the collection or provision of certain information breached laws or regulations relating to privacy or data protection. Additionally, there are potential issues around possible ownership rights in personal data, which is subject to evolving regulatory oversight. As a result of claims against us regarding suspected infringement, our technologies may be subject to injunction, we may be required to pay damages, or we may have to seek a license to continue certain practices (which may not be available on reasonable terms, if at all), all of which may significantly increase our operating expenses or may require us to restrict our business activities and limit our ability to deliver our products and services and/or certain features, integrations, and capabilities of our platform. As a result, we may also be required to develop alternative non-infringing technology, which could require significant effort and expense and/or cause us to alter our products or services, which could negatively affect our business. Further, many of our subscription agreements require us to indemnify our customers for third-party intellectual property infringement claims, so any alleged infringement by us resulting in claims against such customers would increase our liability.

Our exposure to risks associated with various claims, including the use of intellectual property, may be increased as a result of acquisitions of other companies. For example, we may have a lower level of visibility into the development process with respect to intellectual property or the care taken to safeguard against infringement risks with respect to the acquired company or technology. In addition, third parties may make infringement and similar or related claims after we have acquired technology that had not been asserted prior to our acquisition.

We may be subject to liability if we breach our contracts, and our insurance may be inadequate to cover our losses.

We are subject to numerous obligations in our contracts with organizations using our products and services, as well as vendors and other companies with which we do business. We may breach these commitments, whether through a weakness in our procedures, systems, and internal controls, negligence, or through the willful act of an employee or contractor. Our insurance policies, including our errors and omissions insurance, may be inadequate to compensate us for the potentially significant losses that may result from claims arising from breaches of our contracts, as well as disruptions in our services, failures or disruptions to our infrastructure, catastrophic events and disasters, or otherwise.

In addition, our insurance may not cover all claims made against us, and defending a suit, regardless of its merit, could be costly and divert management's attention. Further, such insurance may not be available to us in the future on economically reasonable terms, or at all.

Changes in laws and regulations related to the internet or changes in the internet infrastructure itself may diminish the demand for our platform and could harm our business.

The future success of our business depends upon the continued use of the internet as a primary medium for commerce, communication, and business applications. Federal, state, or foreign governmental bodies or agencies have in the past adopted, and may in the future adopt, laws or regulations affecting the use of the internet as a commercial medium. The adoption of any laws or regulations that could reduce the growth, popularity, or use of the internet, including laws or practices limiting internet neutrality, could decrease the demand for, or the usage of, our products and services, increase our cost of doing business, and harm our results of operations. Changes in these laws or regulations could require us to modify our platform, or certain aspects of our platform, in order to comply with these changes. In addition, government agencies or private organizations have imposed and may impose additional taxes, fees, or other charges for accessing the internet or commerce conducted via the internet. These laws or charges could limit the growth of internet-related commerce or communications generally or result in reductions in the demand for internet-based products such as ours. In addition, the use of the internet as a business tool could be harmed due to delays in the development or adoption of new standards and protocols to handle increased demands of internet activity, security, reliability, cost, ease-of-use, accessibility, and quality of service. Further, our platform depends on the quality of our users' access to the internet.

On June 11, 2018, the repeal of the Federal Communications Commission's (the "FCC"), "net neutrality" rules took effect and returned to a "light-touch" regulatory framework. The prior rules were designed to ensure that all online content is treated the same by internet service providers and other companies that provide broadband services. Additionally, on September 30, 2018, California enacted the California internet Consumer Protection and Net Neutrality Act of 2018, making California the fourth state to enact a state-level net neutrality law since the FCC repealed its nationwide regulations, mandating that all broadband services in California must be provided in accordance with state net neutrality requirements. The U.S. Department of Justice has sued to block the law going into effect, and California has agreed to delay enforcement until the resolution of the FCC's repeal of the federal rules. A number of other states are considering legislation or executive actions that would regulate the conduct of broadband providers. We cannot predict whether the FCC order or state initiatives will be modified, overturned, or vacated by legal action of the court, federal legislation or the FCC. With the repeal of net neutrality rules in effect, we could incur greater operating expenses, which could harm our results of operations. As the internet continues to experience growth in the number of users, frequency of use, and amount of data transmitted, the internet infrastructure that we and our users rely on may be unable to support the demands placed upon it. The failure of the internet infrastructure that we or our users rely on, even for a short period of time, could undermine our operations and harm our results of operations.

Internet access is frequently provided by companies that have significant market power that could take actions that degrade, disrupt, or increase the cost of user access to our platform, which would negatively impact our business. The performance of the internet and its acceptance as a business tool has been harmed by “viruses,” “worms” and similar malicious programs and the internet has experienced a variety of outages and other delays as a result of damage to portions of its infrastructure. If the use of the internet is adversely affected by these issues, demand for our platform could decline.

We could incur greater operating expenses and our user acquisition and retention could be negatively impacted if network operators:

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

Action by governments to restrict access to our platforms in their countries or to require us to disclose or provide access to information in our possession could harm our business, results of operations, and financial condition.

Our platforms depend on the ability of our users to access the internet and our platforms could be blocked or restricted in some countries for various reasons. Further, it is possible that governments of one or more foreign countries may seek to limit access to or certain features of our platforms in their countries, or impose other restrictions that may affect the availability of our platforms, or certain features of our platforms, in their countries for an extended period of time or indefinitely. For example, Russia and China are among a number of countries that have recently blocked certain online services, including Amazon Web Services (which is one of our cloud hosting providers), making it very difficult for such services to access those markets. In addition, governments in certain countries may seek to restrict or prohibit access to our platforms if they consider us to be in violation of their laws (including privacy laws) and may require us to disclose or provide access to information in our possession. If we fail to anticipate developments in the law or fail for any reason to comply with relevant law, our platforms could be further blocked or restricted and we could be exposed to significant liability that could harm our business. In the event that access to our platforms is restricted, in whole or in part, in one or more countries or our competitors are able to successfully penetrate geographic markets that we cannot access, our ability to add new customers or renew or grow the subscriptions of existing customers may be adversely affected, we may not be able to maintain or grow our revenue as anticipated and our business, results of operations, and financial condition could be adversely affected.

We are subject to sanctions, anti-corruption, anti-bribery, and similar laws, and non-compliance with such laws can subject us to criminal penalties or significant fines and harm our business and reputation.

We are subject to requirements under the U.S. Treasury Department’s Office of Foreign Assets Control, anti-corruption, anti-bribery, and similar laws, such as the U.S. Foreign Corrupt Practices Act of 1977, as amended (the “FCPA”), the U.S. domestic bribery statute contained in 18 U.S.C. § 201, the U.S. Travel Act, the USA PATRIOT Act, the U.K. Bribery Act 2010, and other anti-corruption, anti-bribery, and anti-money laundering laws in countries in which we conduct activities. Anti-corruption and anti-bribery laws have been enforced aggressively in recent years and are interpreted broadly and prohibit companies and their employees and agents from promising, authorizing, making, offering, or providing anything of value to a “foreign official” for the purposes of influencing official decisions or obtaining or retaining business, or otherwise obtaining favorable treatment. As we increase our international sales and business, our risks under these laws may increase. Noncompliance with these laws could subject us to investigations, sanctions, settlements, prosecution, other enforcement actions, disgorgement of profits, significant fines, damages, other civil and criminal penalties or injunctions, adverse media coverage, and other consequences. Any investigations, actions or sanctions could harm our business, results of operations, and financial condition.

In addition, in the future we may use third parties to sell access to our platform and conduct business on our behalf abroad. We or such future third-party intermediaries, may have direct or indirect interactions with officials and employees of government agencies or state-owned or affiliated entities, and we can be held liable for the corrupt or other illegal activities of such future third-party intermediaries, and our employees, representatives, contractors, partners, and agents, even if we do not explicitly authorize such activities. We cannot provide assurance that our internal controls and compliance systems will always protect us from liability for acts committed by employees, agents, or business partners of ours (or of businesses we acquire or partner with) that would violate U.S. and/or non-U.S. laws, including the laws governing payments to government officials, bribery, fraud, kickbacks, false claims, pricing, sales and marketing practices, conflicts of interest, competition, employment practices and workplace behavior, export and import compliance, economic and trade sanctions, money laundering, data privacy, and other related laws. Any such improper actions or allegations of such acts could subject us to significant sanctions, including civil or criminal fines and penalties, disgorgement of profits, injunctions, and debarment from government contracts, as well as related stockholder lawsuits and other remedial measures, all of which could adversely affect our reputation, business, financial condition, and results of operations. Software intended to prevent access to our products and service from certain geographies may not be effective in all cases.

Any violation of economic and trade sanction laws, export and import laws, the FCPA, or other applicable anti-corruption laws or anti-money laundering laws could also result in whistleblower complaints, adverse media coverage, investigations, loss of export privileges, severe criminal or civil sanctions, and, in the case of the FCPA, suspension or debarment from U.S. government contracts, any of which could have a materially adverse effect on our reputation, business, results of operations, and prospects.

Changes in existing financial accounting standards or practices may harm our results of operations.

Changes in existing accounting rules or practices, new accounting pronouncements, or varying interpretations of current accounting pronouncements could negatively impact our results of operations. Further, such changes could potentially affect our reporting of transactions completed before such changes are effective. GAAP is subject to interpretation by the Financial Accounting Standards Board (the “FASB”), the SEC and various bodies formed to promulgate and interpret appropriate accounting principles. A change in these principles or interpretations could have a significant effect on our reported financial results and could affect the reporting of transactions completed before the announcement of a change.

In particular, in May 2014, the FASB and International Accounting Standard Board jointly issued a new revenue recognition standard, Accounting Standard Update (“ASU”) 2014-09, *Revenue from Contracts with Customers*, later codified as Accounting Standards Codification (“ASC”) Topic 606 (collectively with subsequent amendments, “Topic 606”), that is designed to improve financial reporting by creating a common recognition guidance for GAAP. The core principle of this guidance is that an entity should recognize revenue to depict the transfer of promised services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those services.

We adopted Topic 606, effective January 1, 2018, using the full retrospective method of adoption as if the adoption occurred on January 1, 2017, while Pre-Acquisition ZI adopted Topic 606 effective January 1, 2019, using the modified retrospective method of adoption. Results for Pre-Acquisition ZI beginning after January 1, 2019 are presented under Topic 606, while prior period amounts are not adjusted and continue to be presented in accordance with their historic accounting under ASC Topic 605 *Revenue Recognition*. We believe that the revenue presented for Pre-Acquisition ZI in 2018 would not have materially changed, had Pre-Acquisition ZI used the full retrospective method of adoption for Topic 606 and restated their 2018 revenue figures. See Note 2 - Basis of Presentation and Summary of Significant Accounting Policies within our consolidated financial statements included appearing elsewhere in this prospectus for additional information.

In February 2016, the FASB issued ASU No. 2016-02 *Leases (Topic 842)* (“Topic 842”), which increases the transparency and comparability among organizations’ accounting for leases. The guidance requires a company to recognize lease assets and liabilities on the balance sheet, as well as disclose key information about lease arrangements.

In July 2018, the FASB issued guidance to permit an alternative transition method for Topic 842, which allows transition to the new lease standard by recognizing a cumulative-effect adjustment to the opening balance of retained earnings in the period of adoption. We adopted Topic 842 as of January 1, 2019 under this new alternative transition method. We elected the package of practical expedients permitted under the transition guidance within the new standard, which among other things, allows us to carry forward the historical lease classification. In addition, as a practical expedient relating to our property leases, we will not separate lease components from nonlease components. We did not elect the hindsight practical expedient permitted under the transition guidance within the new lease standard. While adoption of Topic 842 did not have a material impact to our consolidated statements of operations or comprehensive loss, we did record a material increase to our assets and liabilities on the balance sheet upon adoption of this standard. Upon adoption, we recognized a right-of-use asset of $9.3 million and a lease liability of $12.8 million, largely pertaining to the Company's headquarter office lease, with a cumulative-effect adjustment, net of tax, to retained earnings in the amount of $1.8 million representing hidden impairment. In addition, we recorded an additional $28.6 million right-of-use asset and lease liability on February 1, 2019 in connection with the acquisition of Pre-Acquisition ZI.

Any difficulties in implementing these pronouncements could cause us to fail to meet our financial reporting obligations, which could result in regulatory discipline and harm investors' confidence in us.

Our internal controls over financial reporting currently do not meet all of the standards contemplated by Section 404 of SOX, and failure to achieve and 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.

As a public company, we will have significant requirements for enhanced financial reporting and internal controls. The process of designing and implementing effective internal controls is a continuous effort that will require us to anticipate and react to changes in our business and the economic and regulatory environments and to expend significant resources to maintain a system of internal controls that is adequate to satisfy our reporting obligations as a public company. If we are unable to establish or maintain appropriate internal financial reporting controls and procedures, it could cause us to fail to meet our reporting obligations on a timely basis, result in material misstatements in our consolidated financial statements, and harm our operating results. In addition, we will be required, pursuant to Section 404 of SOX, to furnish a report by management on, among other things, the effectiveness of our internal control over financial reporting in the second annual report on Form 10-K following the completion of this offering. This assessment will need to include disclosure of any material weaknesses identified by our management in our internal control over financial reporting. The rules governing the standards that must be met for our management to assess our internal control over financial reporting are complex and require significant documentation, testing, and possible remediation. Testing and maintaining internal controls may divert management's attention from other matters that are important to our business. Beginning with our second annual report on Form 10-K following the completion of this offering, our independent registered public accounting firm will be required to attest to the effectiveness of our internal control over financial reporting on an annual basis. However, while we remain an emerging growth company, we will not be required to include an attestation report on internal control over financial reporting issued by our independent registered public accounting firm. If we are not able to complete our initial assessment of our internal controls and otherwise implement the requirements of Section 404 of SOX in a timely manner or with adequate compliance, our independent registered public accounting firm may not be able to certify as to the adequacy of our internal controls over financial reporting.

In addition to our results determined in accordance with GAAP, we believe certain non-GAAP measures may be useful in evaluating our operating performance. We present certain non-GAAP financial measures in this prospectus and intend to continue to present certain non-GAAP financial measures in future filings with the SEC and other public statements. Any failure to accurately report and present our non-GAAP financial measures could cause investors to lose confidence in our reported financial and other information, which would likely have a negative effect on the trading price of our Class A common stock.

Matters impacting our internal controls may cause us to be unable to report our financial information on a timely basis and thereby subject us to adverse regulatory consequences, including sanctions by the SEC or violations of applicable stock exchange listing rules, which may result in a breach of the covenants under existing or future financing arrangements. There also could be a negative reaction in the financial markets due to a loss of investor confidence in us and the reliability of our financial statements. Confidence in the reliability of our financial statements also could suffer if we or our independent registered public accounting firm continue to report a material weakness in our internal controls over financial reporting. This could materially adversely affect us and lead to a decline in the market price of our Class A common stock.

In connection with the audit of our consolidated financial statements for the year ended December 31, 2018, our management and auditors determined that a material weakness existed in the internal control over financial reporting due to insufficient controls over the review and approval of manual journal entries, including appropriate segregation of duties, and limited accounting department personnel capable of appropriately accounting for complex transactions undertaken by the company. A material weakness is a deficiency, or combination of deficiencies, in internal control over financial reporting such that there is a reasonable possibility that a material misstatement of our annual or interim consolidated financial statements will not be prevented or detected on a timely basis. While we remediated several of the issues described above and continue to take remediation steps, including hiring additional personnel around and subsequent to December 31, 2018, including a new chief financial officer with experience with scale subscription businesses and a vice president of accounting and controller with public company experience, we continued to have a limited number of personnel with the level of GAAP accounting knowledge, specifically related to complex accounting transactions, commensurate with our financial reporting requirements. As such, we continued to have a material weakness in our control over financial reporting as of December 31, 2019.

Although we believe the additional accounting resources will remediate the weakness with respect to insufficient personnel, there can be no assurance that the material weakness will be remediated on a timely basis or at all, or that additional material weaknesses will not be identified in the future. If we are unable to remediate the material weakness, our ability to record, process, and report financial information accurately, and to prepare financial statements within the time periods specified by the rules and forms of the SEC, could be adversely affected which, in turn, to may adversely affect our reputation and business and the market price of our Class A common stock.

Because we recognize subscription revenue over the subscription term, downturns or upturns in new sales and renewals are not immediately reflected in full in our results of operations.

We recognize revenue from subscriptions to our platform on a straight-line basis over the term of the contract subscription period beginning on the date access to our platform is granted, provided all other revenue recognition criteria have been met. Our subscription arrangements generally have contractual terms requiring advance payment for annual or quarterly periods. As a result, much of the revenue we report each quarter is the recognition of deferred revenue from recurring subscriptions entered into during previous quarters. Consequently, a decline in new or renewed recurring subscription contracts in any one quarter will not be fully reflected in revenue in that quarter but will negatively affect our revenue in future quarters. Accordingly, the effect of significant downturns in new or renewed sales of our recurring subscriptions are not reflected in full in our results of operations until future periods. Our subscription model also makes it difficult for us to rapidly increase our revenue through additional sales in any period, as revenue from new customers is typically recognized over the applicable subscription term. By contrast, a majority of our costs are expensed as incurred, which could result in our recognition of more costs than revenue in the earlier portion of the subscription term, and we may not attain profitability in any given period.

We have a history of net losses, we anticipate increasing operating expenses in the future, and we may not be able to achieve and, if achieved, maintain profitability.

We have incurred significant net losses in each year since our inception, including net losses of $28.6 million in 2018 and $78.0 million in 2019, and we had an accumulated deficit of $213.8 million as of December 31, 2019. We may not achieve or maintain profitability in the future. Because the market for our platform is rapidly evolving and has not yet reached widespread adoption, it is difficult for us to predict our future results of operations or the limits of our market opportunity. We expect our operating expenses to significantly increase over the next several years as we hire additional personnel, particularly in sales and marketing and research and development, expand our partnerships, operations and infrastructure, both domestically and internationally, continue to enhance our platform and develop and expand its features, integrations, and capabilities, and expand and improve our platform. We also intend to continue to build and enhance our platform through both internal research and development and selectively pursuing acquisitions that can contribute to the capabilities of our platform. In addition, as we become a public company and grow, we will incur additional significant legal, accounting, and other expenses that we did not incur as a private company. If our revenue does not increase to offset the expected increases in our operating expenses, we may not be profitable in future periods. In future periods, our revenue growth could slow or our revenue could decline for a number of reasons, including any failure to increase the number of organizations on our platform, any failure to increase our number of paying customers, a decrease in the growth of our overall market, our failure, for any reason, to continue to capitalize on growth opportunities, slowing demand for our platform, additional regulatory burdens, or increasing competition. As a result, our past financial performance may not be indicative of our future performance. Any failure by us to achieve or sustain profitability on a consistent basis could cause the value of our Class A common stock to decline.

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.

Our balance sheet reflects goodwill of $445.7 million , $966.8 million , and $966.8 million as of December 31, 2018, December 31, 2019, and March 31, 2020, respectively, and intangible assets of $88.7 million , $370.6 million , and $360.4 million as of December 31, 2018, December 31, 2019, and March 31, 2020, respectively. In accordance with GAAP, goodwill and intangible assets with an indefinite life are not amortized but are subject to a periodic impairment evaluation. Goodwill and acquired intangible assets with an indefinite life are tested for impairment at least annually or when events and circumstances indicate that fair value of a reporting unit may be below their carrying value. Acquired intangible assets with definite lives are amortized on a straight-line basis over the estimated period over which we expect to realize economic value related to the intangible asset. In addition, we review long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying value of an asset might not be recoverable. If indicators of impairment are present, we evaluate the carrying value in relation to estimates of future undiscounted cash flows. Our ability to realize the value of the goodwill and intangible assets will depend on the future cash flows of the businesses we have acquired, which in turn depend in part on how well we have integrated these businesses into our own business. Judgments made by management relate to the expected useful lives of long-lived assets and our ability to realize undiscounted cash flows of the carrying amounts of such assets. The accuracy of these judgments may be adversely affected by several factors, including significant:

- underperformance relative to historical or projected future operating results;
- changes in the manner of our use of acquired assets or the strategy for our overall business;
- negative industry or economic trends; or
- decline in our market capitalization relative to net book value for a sustained period.

These types of events or indicators and the resulting impairment analysis could result in impairment charges in the future. If we are not able to realize the value of the goodwill and intangible assets, we may be required to incur material charges relating to the impairment of those assets. Such impairment charges could materially and adversely affect our business, results of operations, and financial condition.

Unanticipated changes in our effective tax rate and additional tax liabilities may impact our financial results.

We are subject to income taxes in the United States and various jurisdictions outside of the United States. Our income tax obligations are generally determined based on our business operations in these jurisdictions. Significant judgment is often required in the determination of our worldwide provision for income taxes. Our effective tax rate could be impacted by changes in the earnings and losses in countries with differing statutory tax rates, changes in non-deductible expenses, changes in excess tax benefits of stock-based compensation, changes in the valuation of deferred tax assets and liabilities and our ability to utilize them, the applicability of withholding taxes, effects from acquisitions, changes in accounting principles and tax laws in jurisdictions where we operate. Any changes, ambiguity, or uncertainty in taxing jurisdictions' administrative interpretations, decisions, policies, and positions could also materially impact our income tax liabilities.

As our business continues to grow and if we become more profitable, we anticipate that our income tax obligations could significantly increase. If our existing tax credits and net operating loss carry-forwards become fully utilized, we may be unable to offset or otherwise mitigate our tax obligations to the same extent as in prior years. This could have a material impact to our future cash flows or operating results.

In addition, recent global tax developments applicable to multinational businesses, including certain approaches of addressing taxation of digital economy recently proposed or enacted by the Organisation for Economic Co-operation and Development, the European Commission or certain major jurisdictions where we operate or might in the future operate, might have a material impact to our business and future cash flow from operating activities, or future financial results. We are also subject to tax examinations in multiple jurisdictions. While we regularly evaluate new information that may change our judgment resulting in recognition, derecognition, or changes in measurement of a tax position taken, there can be no assurance that the final determination of any examinations will not have an adverse effect on our operating results and financial position. In addition, our operations may change, which may impact our tax liabilities. As our brand becomes increasingly recognizable both domestically and internationally, our tax planning structure and corresponding profile may be subject to increased scrutiny and if we are perceived negatively, we may experience brand or reputational harm.

We may also be subject to additional tax liabilities and penalties due to changes in non-income based taxes resulting from changes in federal, state, or international tax laws, changes in taxing jurisdictions' administrative interpretations, decisions, policies and positions, results of tax examinations, settlements or judicial decisions, changes in accounting principles, changes to the business operations, including acquisitions, as well as the evaluation of new information that results in a change to a tax position taken in a prior period. Any resulting increase in our tax obligation or cash taxes paid could adversely affect our cash flows and financial results.

Changes in tax laws or regulations in the various tax jurisdictions we are subject to that are applied adversely to us or our paying customers could increase the costs of our products and services and harm our business.

New income, sales, use, or other tax laws, statutes, rules, regulations, or ordinances could be enacted at any time. Those enactments could harm our domestic and international business operations and our business, results of operations, and financial condition. Further, existing tax laws, statutes, rules, regulations, or ordinances could be interpreted, changed, modified, or applied adversely to us. These events could require us or our paying customers to pay additional tax amounts on a prospective or retroactive basis, as well as require us or our paying customers to pay fines and/or penalties and interest for past amounts deemed to be due. If we raise our prices to offset the costs of these changes, existing and potential future paying customers may elect not to purchase our products and services in the future. Additionally, new, changed, modified, or newly interpreted or applied tax laws could increase our paying customers' and our compliance, operating, and other costs, as well as the costs of our products and services. Further, these events could decrease the capital we have available to operate our business. Any or all of these events could harm our business, results of operations and financial condition.

On December 22, 2017, the legislation commonly referred to as the Tax Cuts and Jobs Act (the "Tax Act"), was enacted, which contains significant changes to U.S. tax law, including, but not limited to, a reduction in the corporate tax rate and a transition to a modified territorial system of taxation. The primary impact of the new legislation on us is that our ability to take deductions for interest payments is subject to limitations. The impact of the Tax Act will likely be subject to ongoing technical guidance and accounting interpretation, which we will continue to monitor and assess. As we expand the scale of our international business activities, any changes in the U.S. or foreign taxation of such activities may increase our worldwide effective tax rate and harm our business, results of operations, and financial condition.

Additionally, the application of U.S. federal, state, local, and international tax laws to services provided electronically is unclear and continually evolving. Existing tax laws, statutes, rules, regulations, or ordinances could be interpreted or applied adversely to us, possibly with retroactive effect, which could require us or our paying customers to pay additional tax amounts, as well as require us or our paying customers to pay fines or penalties, as well as interest for past amounts. If we are unsuccessful in collecting such taxes due from our paying customers, we could be held liable for such costs, thereby adversely affecting our results of operations and harming our business.

As a multinational organization, we may be subject to taxation in several jurisdictions around the world with increasingly complex tax laws, the application of which can be uncertain. The amount of taxes we pay in these jurisdictions could increase substantially as a result of changes in the applicable tax principles, including increased tax rates, new tax laws or revised interpretations of existing tax laws and precedents, which could harm our liquidity and results of operations. In addition, the authorities in these jurisdictions could review our tax returns and impose additional tax, interest, and penalties, and the authorities could claim that various withholding requirements apply to us or assert that benefits of tax treaties are not available to us, any of which could harm us and our results of operations.

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

States and some local taxing jurisdictions have differing rules and regulations governing sales and use taxes, and these rules and regulations are subject to varying interpretations that may change over time. The application of federal, state, local, and international tax laws to services provided electronically is evolving. In particular, the applicability of sales taxes to our products and services in various jurisdictions is unclear. We collect and remit U.S. sales and value-added tax ("VAT"), in a number of jurisdictions. It is possible, however, that we could face sales tax or VAT audits and that our liability for these taxes could exceed our estimates as state tax authorities could still assert that we are obligated to collect additional tax amounts from our paying customers and remit those taxes to those authorities. We could also be subject to audits in states and international jurisdictions for which we have not accrued tax liabilities. A successful assertion that we should be collecting additional sales or other taxes on our services in jurisdictions where we have not historically done so and do not accrue for sales taxes could result in substantial tax liabilities for past sales, discourage organizations from subscribing to our products and services, or otherwise harm our business, results of operations, and financial condition.

Further, one or more state or foreign authorities could seek to impose additional sales, use, or other tax collection and record-keeping obligations on us or may determine that such taxes should have, but have not been, paid by us. Liability for past taxes may also include substantial interest and penalty charges. Any successful action by state, foreign, or other authorities to compel us to collect and remit sales tax, use tax, or other taxes, either retroactively, prospectively, or both, could harm our business, results of operations, and financial condition.

Risks Related to Our Indebtedness

We have a substantial amount of debt, which could adversely affect our financial position and our ability to raise additional capital and prevent us from fulfilling our obligations under our obligations.

As of March 31, 2020, on a pro forma basis after giving effect to the Reorganization Transactions and the Offering Transactions, we would have had total outstanding indebtedness of approximately $ million consisting of outstanding borrowings under our first lien credit facilities. Additionally, we would have had $ million of availability under our first lien revolving credit facility as of March 31, 2020. Our substantial indebtedness may:

- make it difficult for us to satisfy our financial obligations, including with respect to our indebtedness;
- limit our ability to borrow additional funds for working capital, capital expenditures, acquisitions, or other general business purposes;
- require us to use a substantial portion of our cash flow from operations to make debt service payments instead of other purposes, thereby reducing the amount of cash flow available for future working capital, capital expenditures, acquisitions, or other general business purposes;
- expose us to the risk of increased interest rates as certain of our borrowings, including under our secured credit facilities, are at variable rates of interest;
- limit our ability to pay dividends;
- limit our flexibility to plan for, or react to, changes in our business and industry;
- place us at a competitive disadvantage compared with our less-leveraged competitors;
- increase our vulnerability to the impact of adverse economic, competitive, and industry conditions; and
- increase our cost of borrowing.

In addition, the credit agreements governing our secured credit facilities contain, and the agreements governing our future indebtedness may contain, 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.

Furthermore, we may be able to incur substantial additional indebtedness in the future. The terms of the credit agreements governing our indebtedness limit, but do not prohibit, us from incurring additional indebtedness, and the additional indebtedness incurred in compliance with these restrictions could be substantial. These restrictions will also not prevent us from incurring obligations that do not constitute "Indebtedness" as defined in the agreements governing our indebtedness. If new indebtedness is added to our current debt levels, the related risks that we now face could intensify.

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.

Our ability to make scheduled payments due on our debt obligations or to refinance our debt obligations depends on our financial condition and operating performance, which are subject to prevailing economic, industry, and competitive conditions and to certain financial, business, legislative, regulatory, and other factors beyond our control, including those discussed elsewhere in this "Risk Factors" section. Our total scheduled principal repayments of debt made in 2019 and 2018 were $6.5 million and $3.7 million, respectively. Our total interest expense, net for 2019 and 2018 was $102.4 million and $58.2 million, respectively. We may be unable to maintain a level of cash flow sufficient to permit us to pay the principal, premium, if any, and interest on our indebtedness.

If our cash flow and capital resources are insufficient to fund our debt service obligations, we could face substantial liquidity problems and could be forced to reduce or delay investments and capital expenditures or to dispose of material assets or operations, seek additional debt or equity capital or restructure or refinance our indebtedness. We may not be able to implement any such alternative measures on commercially reasonable terms or at all and, even if successful, those alternative actions may not allow us to meet our scheduled debt service obligations. The credit agreements governing our secured credit facilities restrict, and the agreements governing our future indebtedness may restrict, our ability to dispose of assets and use the proceeds from those dispositions and may also restrict our ability to raise debt or equity capital to be used to repay other indebtedness when it becomes due. We may not be able to consummate those dispositions or to obtain proceeds in an amount sufficient to meet any debt service obligations then due. In addition, under the covenants of the credit agreements governing our secured credit facilities, ZoomInfo OpCo is restricted from making certain payments, including dividend payments to ZoomInfo Technologies Inc., subject to certain exceptions.

If we cannot make payments on our debt obligations, we will be in default and all outstanding principal and interest on our debt may be declared due and payable, the lenders under our secured credit facilities could terminate their commitments to loan money, our secured lenders (including the lenders under our secured credit facilities) could foreclose against the assets securing their borrowings, and we could be forced into bankruptcy or liquidation. In addition, any event of default or declaration of acceleration under one debt instrument could result in an event of default under one or more of our other debt instruments.

Interest rate fluctuations may affect our results of operations and financial condition.

Because a substantial portion of our debt is variable-rate debt, fluctuations in interest rates could have a material effect on our business. We currently utilize, and may in the future utilize, derivative financial instruments such as interest rate swaps to hedge some of our exposure to interest rate fluctuations, but such instruments may not be effective in reducing our exposure to interest fluctuations, and we may discontinue utilizing them at any time. As a result, we may incur higher interest costs if interest rates increase. These higher interest costs could have a material adverse impact on our financial condition and the levels of cash we maintain for working capital.

In addition, our variable rate indebtedness uses the London Interbank Offered Rate ("LIBOR") as a benchmark for establishing the rate of interest and may be hedged with LIBOR-based interest rate derivatives. LIBOR is the subject of recent national, international, and other regulatory guidance and proposals for reform. These reforms and other pressures may cause LIBOR to be replaced with a new benchmark or to perform differently than in the past. The consequences of these developments cannot be entirely predicted but could include an increase in the cost of our variable rate indebtedness.

Change in our credit ratings could adversely impact our operations and lower our profitability.

Credit rating agencies continually revise their ratings for the companies that they follow, including us. Credit rating agencies also evaluate our industry as a whole and may change their credit ratings for us based on their overall view of our industry. Failure to maintain our credit ratings on long-term and short-term indebtedness could increase our cost of borrowing, reduce our ability to obtain intra-day borrowing, which we may need to operate our business, and adversely impact our results of operations.

Risks Related to Our Organizational Structure

ZoomInfo Technologies Inc. is a holding company, its only material asset after completion of this offering will be its interest in ZoomInfo HoldCo, which is a holding company whose only material asset after the completion of this offering will be its interest in ZoomInfo OpCo, and ZoomInfo Technologies Inc. is accordingly dependent upon distributions from ZoomInfo OpCo through ZoomInfo HoldCo to pay taxes, make payments under the tax receivable agreements, and pay dividends.

ZoomInfo Technologies Inc. will be a holding company, and after completion of this offering will have no material assets other than its ownership of HoldCo Units. ZoomInfo HoldCo will be a holding company, and after completion of this offering will have no material assets other than its ownership of OpCo Units. ZoomInfo Technologies Inc. has no independent means of generating revenue. The limited liability company agreement of ZoomInfo OpCo that will be in effect at the time of this offering provides that certain distributions to cover the taxes of the ZoomInfo Tax Group and the other holders of OpCo Units and Class P Units will be made based upon assumed tax rates and other assumptions provided in the limited liability company agreement (such distributions, “tax distributions”). Additionally, in the event ZoomInfo Technologies Inc. declares any cash dividend, we intend to cause ZoomInfo HoldCo to cause ZoomInfo OpCo to make distributions to ZoomInfo HoldCo, which in turn will make distributions to ZoomInfo Technologies Inc., in an amount sufficient to cover such cash dividends declared by us. Deterioration in the financial condition, earnings or cash flow of ZoomInfo OpCo and its subsidiaries for any reason could limit or impair their ability to pay such distributions. Additionally, to the extent that ZoomInfo Technologies Inc. needs funds, and ZoomInfo OpCo or ZoomInfo HoldCo is restricted from making such distributions under applicable law or regulation or under the terms of our financing arrangements, or is otherwise unable to provide such funds, it could materially adversely affect our liquidity and financial condition.

We anticipate that ZoomInfo OpCo will continue to be treated as a partnership for U.S. federal income tax purposes and, as such, generally will not be subject to any entity-level U.S. federal income tax. Instead, taxable income will be allocated to holders of OpCo Units. Accordingly, the ZoomInfo Tax Group will be required to pay income taxes on our allocable share of any net taxable income of ZoomInfo OpCo. Recently enacted legislation that is effective for taxable years beginning after December 31, 2017 may impute liability for adjustments to a partnership’s tax return on the partnership itself in certain circumstances, absent an election to the contrary. ZoomInfo OpCo may be subject to material liabilities pursuant to this legislation and related guidance if, for example, its calculations of taxable income are incorrect. In addition, the ZoomInfo Tax Group’s allocable share of ZoomInfo OpCo’s net taxable income will increase over time as our Pre-IPO OpCo Unitholders continue to exchange their OpCo Units (together with a corresponding number of shares of Class B common stock) for shares of our Class A common stock. Such increase in our taxable income may increase our tax expenses and may have an adverse effect on our business, results of operations, and financial condition.

Distributions from ZoomInfo OpCo may in certain periods exceed our liabilities, including tax liabilities, and obligations to make payments under the tax receivable agreements. Our board of directors, in its sole discretion, will make any determination from time to time with respect to the use of any such excess cash so accumulated, which may include, among other uses, to acquire additional newly issued OpCo Units from ZoomInfo OpCo at a per unit price determined by reference to the market value of the Class A common stock, to pay dividends, which may include special dividends, on its Class A common stock and Class C common stock, to fund repurchases of its Class A common stock and Class C common stock, or any combination of the foregoing. We will have no obligation to distribute such cash (or other available cash other than any declared dividend) to our stockholders. See “Certain Relationships and Related Person Transactions—ZoomInfo OpCo Amended and Restated Limited Liability Company Agreement.”

We have no current plans to pay cash dividends on our Class A common stock or Class C common stock. Holders of Class B common stock do not have any right to receive dividends, or to receive a distribution upon a liquidation, dissolution, or winding up of ZoomInfo Technologies Inc., with respect to their Class B common stock. Payments of dividends, if any, will be at the discretion of our board of directors after taking into account various factors, including our business, operating results, and financial condition, current and anticipated cash needs, plans for expansion, and any legal or contractual limitations on our ability to pay dividends. Our existing secured credit facilities include and any financing arrangement that we enter into in the future may include restrictive covenants that limit our ability to pay dividends. In addition, ZoomInfo OpCo is generally prohibited under Delaware law from making a distribution to a member to the extent that, at the time of the distribution, after giving effect to the distribution, liabilities of ZoomInfo OpCo (with certain exceptions) exceed the fair value of its assets. Subsidiaries of ZoomInfo OpCo are generally subject to similar legal limitations on their ability to make distributions to ZoomInfo OpCo.

ZoomInfo Technologies Inc. will be required to pay our pre-IPO owners for most of the benefits relating to any additional tax depreciation or amortization deductions that we may claim as a result of the ZoomInfo Tax Group’s allocable share of existing tax basis acquired in this offering, the ZoomInfo Tax Group’s increase in its allocable share of existing tax basis, and anticipated tax basis adjustments the ZoomInfo Tax Group receives in connection with sales or exchanges of OpCo Units after this offering, and certain other tax attributes.

Prior to the completion of this offering, we will enter into two tax receivable agreements. We will enter into (i) the Exchange Tax Receivable Agreement with certain of our Pre-IPO OpCo Unitholders and (ii) the Reorganization Tax Receivable Agreement with the Pre-IPO Blocker Holders. These tax receivable agreements will provide for the payment by ZoomInfo Technologies Inc. to such pre-IPO owners and certain Pre-IPO HoldCo Unitholders of 85% of the benefits, if any, that the ZoomInfo Tax Group is deemed to realize (calculated using certain assumptions) as a result of certain tax attributes and benefits covered by the tax receivable agreements. The Exchange Tax Receivable Agreement will provide for the payment by ZoomInfo Technologies Inc. to certain Pre-IPO OpCo Unitholders and certain Pre-IPO HoldCo Unitholders of 85% of the benefits, if any, that the ZoomInfo Tax Group is deemed to realize (calculated using certain assumptions) as a result of (i) the ZoomInfo Tax Group’s allocable share of existing tax basis acquired in this offering and (ii) increases in the ZoomInfo Tax Group’s allocable share of existing tax basis and tax basis adjustments that will increase the tax basis of the tangible and intangible assets of the ZoomInfo Tax Group as a result of sales or exchanges of OpCo Units for shares of Class A common stock after this offering, and certain other tax benefits, including tax benefits attributable to payments under the Exchange Tax Receivable Agreement. The Reorganization Tax Receivable Agreement will provide for the payment by ZoomInfo Technologies Inc. to Pre-IPO Blocker Holders and certain Pre-IPO HoldCo Unitholders of 85% of the benefits, if any, that the ZoomInfo Tax Group is deemed to realize (calculated using certain assumptions) as a result of the ZoomInfo Tax Group’s utilization of certain tax attributes of the Blocker Companies (including the ZoomInfo Tax Group’s allocable share of existing tax basis acquired in the Reorganization Transactions), and certain other tax benefits, including tax benefits attributable to payments under the Reorganization Tax Receivable Agreement.

In each case, these increases in existing tax basis and tax basis adjustments generated over time may increase (for tax purposes) depreciation and amortization deductions and, therefore, may reduce the amount of tax that ZoomInfo Technologies Inc. would otherwise be required to pay in the future, although the U.S. Internal Revenue Service (the “IRS”) may challenge all or part of the validity of that tax basis, and a court could sustain such a challenge. Actual tax benefits realized by the ZoomInfo Tax Group may differ from tax benefits calculated under the tax receivable agreements as a result of the use of certain assumptions in the tax receivable agreements, including the use of an assumed weighted-average state and local income tax rate to calculate tax benefits. The payment obligations under the tax receivable agreements are an obligation of ZoomInfo Technologies Inc. and not of ZoomInfo OpCo. While the amount of existing tax basis, the anticipated tax basis adjustments, and the actual amount and utilization of tax attributes, as well as the amount and timing of any payments under the tax receivable agreements, will vary depending upon a number of factors, including the timing of exchanges, the price of shares of our Class A common stock at the time of exchanges, the extent to which such exchanges are taxable, and the amount and timing of our income, we expect that as a result of the size of the transfers and increases in the tax basis of the tangible and intangible assets of ZoomInfo OpCo and our possible utilization of tax attributes, including existing tax basis acquired at the time of this offering, the payments that ZoomInfo

Technologies Inc. may make under the tax receivable agreements will be substantial. We estimate the amount of existing tax basis with respect to which our pre-IPO owners will be entitled to receive payments under the tax receivable agreements (assuming all Pre-IPO OpCo Unitholders excluding the Blocker Companies exchange their OpCo Units (together with a corresponding number of shares of Class B common stock) on the date of this offering) is approximately $ million (assuming an offering price of $ per share of Class A common stock, which is the midpoint of the price range set forth on the cover of this prospectus). The payments under the tax receivable agreements are not conditioned upon continued ownership of us by the exchanging holders of OpCo Units or the prior owners of the Blocker Companies. See “Certain Relationships and Related Person Transactions—Tax Receivable Agreements.”

In certain cases, payments under the 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 the tax receivable agreements.

ZoomInfo Technologies Inc.’s payment obligations under the tax receivable agreements may be accelerated in the event of certain changes of control and will be accelerated in the event it elects to terminate the tax receivable agreements early. The accelerated payments will relate to all relevant tax attributes that would subsequently be available to the ZoomInfo Tax Group. The accelerated payments required in such circumstances will be calculated by reference to the present value (at a discount rate equal to the lesser of (i) 6.5% per annum and (ii) one year LIBOR, or its successor rate, plus 100 basis points) of all future payments that holders of OpCo Units or other recipients would have been entitled to receive under the tax receivable agreements, and such accelerated payments and any other future payments under the tax receivable agreements will utilize certain valuation assumptions, including that the ZoomInfo Tax Group will have sufficient taxable income to fully utilize the deductions arising from the increased tax deductions and tax basis and other benefits related to entering into the tax receivable agreements and sufficient taxable income to fully utilize any remaining net operating losses subject to the tax receivable agreements on a straight line basis over the shorter of the statutory expiration period for such net operating losses and the five-year period after the early termination or change of control. In addition, recipients of payments under the tax receivable agreements will not reimburse us for any payments previously made under the tax receivable agreements if such tax basis and the ZoomInfo Tax Group’s utilization of certain tax attributes is successfully challenged by the IRS (although any such detriment would be taken into account in future payments under the tax receivable agreements). The ZoomInfo Tax Group’s ability to achieve benefits from any existing tax basis, tax basis adjustments or other tax attributes, and the payments to be made under the tax receivable agreements, will depend upon a number of factors, including the timing and amount of our future income. As a result, even in the absence of a change of control or an election to terminate the tax receivable agreements, payments under the tax receivable agreements could be in excess of 85% of the ZoomInfo Tax Group’s actual cash tax benefits.

Accordingly, it is possible that the actual cash tax benefits realized by the ZoomInfo Tax Group may be significantly less than the corresponding tax receivable agreement payments or that payments under the tax receivable agreements may be made years in advance of the actual realization, if any, of the anticipated future tax benefits. There may be a material negative effect on our liquidity if the payments under the tax receivable agreements exceed the actual cash tax benefits that the ZoomInfo Tax Group realizes in respect of the tax attributes subject to the tax receivable agreements and/or payments to ZoomInfo Technologies Inc. by ZoomInfo HoldCo are not sufficient to permit ZoomInfo Technologies Inc. to make payments under the tax receivable agreements after it has paid taxes and other expenses. Based upon certain assumptions described in greater detail below under “Certain Relationships and Related Person Transactions—Tax Receivable Agreements,” we estimate that if ZoomInfo Technologies Inc. were to exercise its termination right immediately following this offering, the aggregate amount of these termination payments would be approximately $ million. The foregoing number is merely an estimate and the actual payments could differ materially. We may need to incur additional indebtedness to finance payments under the tax receivable agreements to the extent our cash resources are insufficient to meet our obligations under the tax receivable agreements as a result of timing discrepancies or otherwise, and these obligations could have the effect of delaying, deferring, or preventing certain mergers, asset sales, other forms of business combinations, or other changes of control.

The acceleration of payments under the 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 Class A common stock.

In the case of certain changes of control, payments under the tax receivable agreements may be accelerated and may significantly exceed the actual benefits ZoomInfo Technologies Inc. realizes in respect of the tax attributes subject to the tax receivable agreements. We expect that the payments that we may make under the tax receivable agreements in the event of a change of control will be substantial. As a result, our accelerated payment obligations and/or the assumptions adopted under the tax receivable agreements in the case of a change of control may impair our ability to consummate change of control transactions or negatively impact the value received by owners of our Class A common stock in a change of control transaction.

If we were deemed to be an investment company under the Investment Company Act of 1940, as amended (the "1940 Act"), as a result of our ownership of ZoomInfo HoldCo, applicable restrictions could make it impractical for us to continue our business as contemplated and could have a material adverse effect on our business.

Under Sections 3(a)(1)(A) and (C) of the 1940 Act, a company generally will be deemed to be an "investment company" for purposes of the 1940 Act if (i) it is, or holds itself out as being, engaged primarily, or proposes to engage primarily, in the business of investing, reinvesting, or trading in securities or (ii) it engages, or proposes to engage, in the business of investing, reinvesting, owning, holding, or trading in securities and it owns or proposes to acquire investment securities having a value exceeding 40% of the value of its total assets (exclusive of U.S. government securities and cash items) on an unconsolidated basis. We do not believe that we are an "investment company," as such term is defined in either of those sections of the 1940 Act.

As the sole managing member of ZoomInfo HoldCo, we will control and operate ZoomInfo HoldCo. As the sole managing member of ZoomInfo OpCo, ZoomInfo HoldCo will control and operate ZoomInfo OpCo. On that basis, we believe that neither our interest in ZoomInfo HoldCo nor ZoomInfo HoldCo's interest in ZoomInfo OpCo is an "investment security" as that term is used in the 1940 Act. However, if we were to cease participation in the management of ZoomInfo HoldCo, if ZoomInfo HoldCo were to cease participation in the management of ZoomInfo OpCo, or if ZoomInfo OpCo itself becomes an investment company, our interest in ZoomInfo HoldCo or ZoomInfo HoldCo's interest in ZoomInfo OpCo, as applicable, could be deemed an "investment security" for purposes of the 1940 Act.

We, ZoomInfo HoldCo, and ZoomInfo OpCo intend to conduct our operations so that we will not be deemed an investment company. If it were established that we were an unregistered investment company, there would be a risk that we would be subject to monetary penalties and injunctive relief in an action brought by the SEC, that we would be unable to enforce contracts with third parties, and that third parties could seek to obtain rescission of transactions undertaken during the period it was established that we were an unregistered investment company. If we were required to register as an investment company, restrictions imposed by the 1940 Act, including limitations on our capital structure and our ability to transact with affiliates, could make it impractical for us to continue our business as contemplated and could have a material adverse effect on our business.

Risks Related to this Offering and Ownership of Our Class A Common Stock

The parties to our stockholders agreement control us, and their interests may conflict with ours or yours in the future.

Immediately following this offering and the application of net proceeds therefrom, the parties to our stockholders agreement will beneficially own approximately % of the combined voting power of our Class A, Class B, and Class C common stock (or % if the underwriters exercise in full their option to purchase additional shares of Class A common stock), with each share of Class A common stock entitling the holder to one vote, each share of Class B common stock entitling the holder to ten votes (for so long as the aggregate number of outstanding shares of our Class B common stock and Class C common stock represents at least 5% of the aggregate number of our outstanding shares of common stock, and thereafter, one vote per share) and each share of Class C common stock entitling the holder to ten votes (for so long as the aggregate number of outstanding shares of our Class B common stock and Class C common stock represents at least 5% of the aggregate number of our outstanding shares of common stock, and thereafter, one vote per share upon the automatic conversion of our Class C common stock into shares of Class A common stock) on all matters on which stockholders of ZoomInfo Technologies Inc. are entitled to vote generally. Moreover, we will agree to nominate to our board of directors individuals designated by TA Associates, Carlyle, and our Founders in accordance with our stockholders agreement. TA Associates, Carlyle, and our Founders will each retain the right to designate directors for so long as they beneficially own at least 5% of the voting power of all shares of our outstanding capital stock entitled to vote generally in the election of our directors. See “Certain Relationships and Related Person Transactions—Stockholders Agreement.” Even when the parties to our stockholders agreement cease to own shares of our stock representing a majority of the total voting power, for so long as the parties to our stockholders agreement continue to own a significant percentage of our stock, they will still be able to significantly influence or effectively control the composition of our board of directors and the approval of actions requiring stockholder approval through their voting power. Accordingly, for such period of time, the parties to our stockholders agreement will have significant influence with respect to our management, business plans, and policies, including the appointment and removal of our officers. In particular, for so long as the parties to our stockholders agreement continue to own a significant percentage of our stock, the parties to our stockholders agreement will be able to cause or prevent a change of control of our Company or a change in the composition of our board of directors, and could preclude any unsolicited acquisition of our Company. The concentration of ownership could deprive you of an opportunity to receive a premium for your shares of Class A common stock as part of a sale of our Company and ultimately might affect the market price of our Class A common stock.

In addition, immediately following this offering and the application of the net proceeds therefrom, the Pre-IPO OpCo Unitholders will own % of the OpCo Units (or % if the underwriters exercise in full their option to purchase additional shares of Class A common stock). Because they hold their ownership interest in our business directly in ZoomInfo OpCo, rather than through ZoomInfo Technologies Inc., the Pre-IPO OpCo Unitholders may have conflicting interests with holders of shares of our Class A common stock. For example, if ZoomInfo OpCo makes distributions through ZoomInfo HoldCo to ZoomInfo Technologies Inc., the non-managing members of ZoomInfo OpCo will also be entitled to receive such distributions pro rata in accordance with the percentages of their respective limited liability company interests in ZoomInfo OpCo and their preferences as to the timing and amount of any such distributions may differ from those of our public stockholders. Our pre-IPO owners may also have different tax positions from us that could influence their decisions regarding whether and when to dispose of assets, especially in light of the existence of the tax receivable agreements that we will enter in connection with this offering, whether and when to incur new or refinance existing indebtedness and whether and when ZoomInfo Technologies Inc. should terminate the tax receivable agreements and accelerate its obligations thereunder. In addition, the structuring of future transactions may take into consideration our pre-IPO owners’ tax or other considerations even where no similar benefit would accrue to us. See “Certain Relationships and Related Person Transactions—Tax Receivable Agreements.”

Our amended and restated certificate of incorporation will not limit the ability of our Sponsors to compete with us, and they and certain of our executive officers may have investments in businesses whose interests conflict with ours.

Our Sponsors and their respective affiliates engage in a broad spectrum of activities, including investments in businesses that may compete with us. In the ordinary course of their business activities, our Sponsors and their respective affiliates may engage in activities where their interests conflict with our interests or those of our stockholders. Our amended and restated certificate of incorporation provides that none of our Sponsors or any of their respective affiliates or any of our directors who are not employed by us (including any non-employee director who serves as one of our officers in both his or her director and officer capacities) or his or her affiliates will have any duty to refrain from engaging, directly or indirectly, in the same business activities or similar business activities or lines of business in which we operate. See “Description of Capital Stock—Conflicts of Interest.” Our Sponsors and their respective affiliates also may pursue acquisition opportunities that may be complementary to our business, and, as a result, those acquisition opportunities may not be available to us. In addition, our Sponsors may have an interest in our pursuing acquisitions, divestitures, and other transactions that, in their judgment, could enhance their investment, even though such transactions might involve risks to us and our stockholders.

Upon the listing of our Class A common stock on the Nasdaq, we will be a "controlled company" within the meaning of the Nasdaq rules and, as a result, will qualify for, and intend to rely on, exemptions and relief from certain corporate governance requirements. You will not have the same protections afforded to stockholders of companies that are subject to such requirements.

After the completion of this offering, certain affiliates of TA Associates, Carlyle, and our Founders will beneficially own approximately % of the combined voting power of our Class A, Class B, and Class C common stock (or % if the underwriters exercise in full their option to purchase additional shares of Class A common stock) and will be parties, among others, to a stockholders agreement described in "Certain Relationships and Related Person Transactions—Stockholders Agreement." As a result, we will be a "controlled company" within the meaning of the Nasdaq corporate governance standards. Under these corporate governance standards, a company of which more than 50% of the voting power in the election of directors is held by an individual, group or another company is a "controlled company" and may elect not to comply with certain corporate governance requirements. For example, controlled companies are not required to have:

- a board that is composed of a majority of "independent directors," as defined under the Nasdaq rules;
- a compensation committee that is composed entirely of independent directors; and
- director nominations be made, or recommended to the full board of directors, by its independent directors, or by a nominations/governance committee that is composed entirely of independent directors.

Following this offering, we intend to utilize these exemptions. Accordingly, you will not have the same protections afforded to stockholders of companies that are subject to all of the corporate governance requirements of the Nasdaq.

We are an "emerging growth company," and the reduced disclosure requirements applicable to emerging growth companies may make our Class A common stock less attractive to investors.

We are an "emerging growth company," as defined in the JOBS Act. For so long as we remain an emerging growth company, we are permitted by SEC rules to (and plan to) rely on exemptions and relief from certain reporting requirements that are applicable to other SEC-registered public companies that are not emerging growth companies. These exemptions and relief include (i) not being required to comply with the auditor attestation requirements of Section 404 of SOX, (ii) not being required to comply with any requirement that may be adopted by the PCAOB regarding mandatory audit firm rotation or a supplement to the auditor's report providing additional information about the audit and the financial statements, (iii) reduced disclosure obligations regarding executive compensation, and (iv) exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and stockholder approval of any golden parachute payments not previously approved. As a result, the information we provide stockholders will be different than the information that is available with respect to other public companies that are not emerging growth companies. In this prospectus, we have not included all of the executive compensation-related information that would be required if we were not an emerging growth company.

In addition, the JOBS Act provides that an emerging growth company can take advantage of an extended transition period for complying with new or revised accounting standards. This allows an emerging growth company to delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. We have elected to avail ourselves of this exemption from new or revised accounting standards and, therefore, we will not be subject to the same new or revised accounting standards as other public companies that are not emerging growth companies. As a result, our financial statements may not be comparable to companies that comply with new or revised accounting pronouncements as of public company effective dates.

We may remain an emerging growth company until the fiscal year-end following the fifth anniversary of the completion of this initial public offering, though we may cease to be an emerging growth company earlier under certain circumstances, including (1) if our gross revenue exceeds $1.07 billion in any fiscal year, (2) if we become a large accelerated filer, with at least $700.0 million of equity securities held by non-affiliates, or (3) if we issue more than $1.0 billion in non-convertible notes in any three-year period.

We cannot predict whether investors will find our Class A common stock less attractive if we rely on these exemptions and relief. If some investors find our Class A common stock less attractive as a result, there may be a less active trading market for our Class A common stock and our stock price may decline and/or be more volatile.

We will incur increased costs and become subject to additional regulations and requirements as a result of becoming a public company, which could impair our profitability, make it more difficult to run our business, or divert management's attention from our business.

As a public company, and particularly after we are no longer an emerging growth company, we will be required to commit significant resources and management time and attention to the requirements of being a public company, which will cause us to incur significant legal, accounting, and other expenses that we have not incurred as a private company, including costs associated with public company reporting requirements and recruiting and retaining independent directors. We also have incurred and will continue to incur costs associated with SOX and the Dodd-Frank Wall Street Reform and Consumer Protection Act and related rules implemented by the SEC and the Nasdaq, and compliance with these requirements will place significant demands on our legal, accounting, and finance staff and on our accounting, financial, and information systems. The expenses incurred by public companies generally for reporting and corporate governance purposes have been increasing. We expect these rules and regulations to increase our legal and financial compliance costs and to make some activities more time-consuming and costly, although we are currently unable to estimate these costs with any degree of certainty. In addition, we might not be successful in implementing these requirements. These laws and regulations also could make it more difficult or costly for us to obtain certain types of insurance, including director and officer liability insurance, and we may be forced to accept reduced policy limits and coverage or incur substantially higher costs to obtain the same or similar coverage. These laws and regulations could also make it more difficult for us to attract and retain qualified persons to serve on our board of directors or board committees or as our executive officers. Furthermore, if we are unable to satisfy our obligations as a public company, we could be subject to delisting of our Class A common stock, fines, sanctions, and other regulatory action and potentially civil litigation.

If securities or industry analysts do not publish research or reports about our business, or if they downgrade their recommendations regarding our Class A common stock, our stock price and trading volume could decline.

The trading market for our Class A common stock will be influenced by the research and reports that industry or securities analysts publish about us or our business. We do not control these analysts. If any of the analysts who cover us downgrade our Class A common stock or our industry, or the stock of any of our competitors, or publish inaccurate or unfavorable research about our business, the price of our Class A common stock may decline. If analysts cease coverage of us or fail to regularly publish reports on us, we could lose visibility in the financial markets, which in turn could cause the price or trading volume of our Class A common stock to decline and our Class A common stock to be less liquid.

There may not be an active trading market for shares of our Class A common stock, which may cause shares of our Class A common stock to trade at a discount from their initial offering price and make it difficult to sell the shares of Class A common stock you purchase.

Prior to this offering, there has not been a public trading market for shares of our Class A common stock. The initial public offering price per share of Class A common stock will be determined by agreement among us and the representatives of the underwriters, and may not be indicative of the price at which shares of our Class A common stock will trade in the public market after this offering. We cannot predict the extent to which investor interest in our Class A common stock will lead to the development of an active trading market on the Nasdaq or how liquid that market might become. An active public market for our Class A common stock may not develop or be sustained after the offering. If an active public market does not develop or is not sustained, it may be difficult for you to sell your shares of Class A common stock at a price that is attractive to you, or at all. The market price of our Class A common stock may decline below the initial public offering price, and you may not be able to sell your shares of our Class A common stock at or above the price you paid in this offering, or at all.

We cannot predict the impact our multi-class structure may have on the market price of our Class A common stock.

We cannot predict whether our multi-class structure, combined with the concentrated control of our stockholders who held our capital stock prior to the completion of this offering, including our Sponsors, executive officers, employees, and directors and their affiliates, will result in a lower or more volatile market price of our Class A common stock or in adverse publicity or other adverse consequences. In addition, certain index providers have announced restrictions on including companies with multiple class share structures in certain of their indexes. For example, in July 2017, FTSE Russell and Standard & Poor's announced that they would cease to allow most newly public companies utilizing dual or multi-class capital structures to be included in their indices. Under the announced policies, our multi-class capital structure would make us ineligible for inclusion in any of these indices. Given the sustained flow of investment funds into passive strategies that seek to track certain indexes, exclusion from stock indexes would likely preclude investment by many of these funds and could make our Class A common stock less attractive to other investors. As a result, the market price of our Class A common stock could be adversely affected.

The disparity in the voting rights among the classes of common stock may have a potential adverse effect on the price of our Class A common stock.

Each share of our Class A common stock will entitle its holder to one vote on all matters on which stockholders of ZoomInfo Technologies Inc. are entitled to vote generally. Shares of Class B common stock will have no economic rights but each share will entitle its holder to ten votes (for so long as the aggregate number of outstanding shares of our Class B common stock and Class C common stock represents at least 5% of the aggregate number of our outstanding shares of common stock, and thereafter, one vote per share) on all matters on which stockholders of ZoomInfo Technologies Inc. are entitled to vote generally. Immediately following the consummation of this offering, all of our Class B common stock will be held by the Pre-IPO OpCo Unitholders, including the Sponsors and the Founders, and the Pre-IPO HoldCo Unitholders. Shares of Class C common stock will have the same economic rights as shares of Class A common stock, but each share will entitle its holder to ten votes (for so long as the aggregate number of outstanding shares of our Class B common stock and Class C common stock represents at least 5% of the aggregate number of our outstanding shares of common stock, and thereafter, one vote per share upon the automatic conversion of our Class C common stock into shares of Class A common stock) on all matters on which stockholders of ZoomInfo Technologies Inc. are entitled to vote generally. Immediately following the consummation of this offering, all of our Class C common stock will be held by the Pre-IPO Blocker Holders. The difference in voting rights could adversely affect the value of our Class A common stock by, for example, delaying or deferring a change of control or if investors view, or any potential future purchaser of our company views, the superior voting rights of the Class B and Class C common stock to have value. Because of the ten-to-one voting ratio between our Class B and Class C common stock, on the one hand, and Class A common stock, on the other hand, the holders of our Class B and Class C common stock collectively will continue to control a majority of the combined voting power of our common stock and therefore be able to control all matters submitted to our shareholders so long as the Class B and Class C common stock represent at least 9.1% of all outstanding stock of our Class A, Class B, and Class C common stock. This concentrated control will limit or preclude the ability of holders of Class A common stock to influence corporate matters for the foreseeable future. For a description of our multi-class structure, see "Description of Capital Stock."

The market price of shares of our Class A common stock may be volatile or may decline regardless of our operating performance, which could cause the value of your investment to decline.

Even if a trading market develops, the market price of our Class A common stock may be highly volatile and could be subject to wide fluctuations. Securities markets worldwide experience significant price and volume fluctuations. This market volatility, as well as general economic, market, or political conditions, could reduce the market price of shares of our Class A common stock regardless of our operating performance. You may not be able to resell your shares of our Class A common stock at or above the initial public offering price due to a number of factors, such as those listed elsewhere in this "Risk Factors" section and the following:

- we, our competitors, or other comparable companies report operating results below the expectations of public market analysts and investors;
- variations in our, our competitors', or other comparable companies' quarterly operating results or dividends, if any, to stockholders;

- guidance, if any, that we, our competitors, or other comparable companies provide to the public, any changes in this guidance, or failure to meet this guidance;
- failure by us or others in our industry to meet analysts' earnings estimates;
- publication of research reports about our industry;
- adverse market reaction to any indebtedness we may incur or securities we may issue in the future;
- changes in market valuations of similar companies or speculation in the press or investment community;
- declines in the market prices of stocks generally, particularly those of similar companies;
- announcements by us or our competitors of significant contracts, acquisitions, dispositions, strategic partnerships, joint ventures, or capital commitments;
- investor perceptions of, or the investment opportunity associated with, our Class A common stock relative to other investment alternatives;
- announcements relating to litigation, government investigations, changes in laws, or changes in business or regulatory conditions, or differing interpretations or enforcement thereof;
- changes in accounting principles;
- adverse publicity about the industries we participate in; or
- individual scandals.

Furthermore, the stock market may experience extreme volatility that, in some cases, may be unrelated or disproportionate to the operating performance of particular companies. These broad market and industry fluctuations may adversely affect the market price of our Class A common stock, regardless of our actual operating performance. In addition, price volatility may be greater if the public float and trading volume of our Class A common stock is low**.**

In the past, following periods of volatility in the overall market and the market price of a company's securities, securities class action litigation has often been instituted against these companies. This litigation, if instituted against us, could result in substantial costs and a diversion of our management's attention and resources, regardless of the outcome of such litigation.

Investors in this offering will suffer immediate and substantial dilution.

The initial public offering price per share of Class A common stock will be substantially higher than our pro forma net tangible book value per share immediately after this offering. As a result, you will pay a price per share of Class A common stock that substantially exceeds the per share book value of our tangible assets after subtracting our liabilities. In addition, you will pay more for your shares of Class A common stock than the amounts paid for the OpCo Units by the pre-IPO owners. See "Dilution."

You may be diluted by the future issuance of additional Class A common stock or OpCo Units in connection with our incentive plans, acquisitions, or otherwise.

After this offering, we will have shares of Class A common stock authorized but unissued, including shares of Class A common stock issuable upon exchange of OpCo Units or HoldCo Units that will be held by the Pre-IPO OpCo Unitholders or the Pre-IPO HoldCo Unitholders, respectively, and shares of Class A common stock issuable upon conversion of shares of Class C common stock that will be held by the Pre-IPO Blocker Holders . Our certificate of incorporation authorizes us to issue these shares of Class A common stock and options, rights, warrants, and appreciation rights relating to Class A common stock for the consideration and on the terms and conditions established by our board of directors in its sole discretion, whether in connection with acquisitions or otherwise. Similarly, the amended and restated limited liability company agreements of ZoomInfo OpCo and ZoomInfo HoldCo permit ZoomInfo OpCo and ZoomInfo HoldCo to issue an unlimited number of additional limited liability company interests of ZoomInfo OpCo and ZoomInfo HoldCo, respectively, with designations, preferences, rights, powers, and duties that are different from, and may be senior to, those applicable to the OpCo Units or the HoldCo Units, as applicable, and which may be exchangeable for shares of our Class A common stock. Additionally, we have reserved an aggregate of shares of Class A common stock for issuance under the 2020 Plan. Any Class A common stock that we issue, including under the 2020 Plan or other equity incentive plans that we may adopt in the future, would dilute the percentage ownership held by the investors who purchase Class A common stock in this offering.

We may issue preferred stock whose terms could adversely affect the voting power or value of our Class A common stock.

Our amended and restated certificate of incorporation will authorize us to issue, without the approval of our stockholders, one or more classes or series of preferred stock having such designations, preferences, limitations, and relative rights, including preferences over our Class A common stock respecting dividends and distributions, as our board of directors may determine. The terms of one or more classes or series of preferred stock could adversely impact the voting power or value of our Class A common stock. For example, we might grant holders of preferred stock the right to elect some number of our directors in all events or on the happening of specified events or the right to veto specified transactions. Similarly, the repurchase or redemption rights or liquidation preferences we might assign to holders of preferred stock could affect the residual value of the Class A common stock.

If we or our pre-IPO owners sell additional shares of our Class A common stock after this offering or are perceived by the public markets as intending to sell them, the market price of our Class A common stock could decline.

The sale of substantial amounts of shares of our Class A common stock in the public market, or the perception that such sales could occur, could harm the prevailing market price of shares of our Class A common stock. These sales, or the possibility that these sales may occur, also might make it more difficult for us to sell shares of our Class A common stock in the future at a time and at a price that we deem appropriate. Upon completion of this offering, we will have a total of shares of our Class A common stock outstanding (or shares if the underwriters exercise in full their option to purchase additional shares of our Class A common stock). All of the shares of our Class A common stock sold in this offering will be freely tradable without restriction or further registration under the Securities Act of 1933, as amended (the "Securities Act"), by persons other than our "affiliates," as that term is defined under Rule 144 of the Securities Act ("Rule 144"). See "Shares Eligible for Future Sale."

In addition, under the amended and restated limited liability company agreement of ZoomInfo OpCo, the Pre-IPO OpCo Unitholders (or certain permitted transferees) will have the right, after the completion of this offering (subject to the terms of such limited liability company agreement), to exchange their OpCo Units (together with a corresponding number of shares of Class B common stock) for shares of our Class A common stock on a one-for-one basis, subject to customary conversion rate adjustments. Under the amended and restated limited liability company agreement of ZoomInfo HoldCo, the Pre-IPO HoldCo Unitholders (or certain permitted transferees) will have the right, after the completion of this offering (subject to the terms of such limited liability company agreement), to exchange their HoldCo Units (together with a corresponding number of shares of Class B common stock) for shares of our Class A common stock on a one-for-one basis, subject to customary conversion rate adjustments. Pursuant to our amended and restated certificate of incorporation, at the option of the holder, a share of Class C common stock may be converted into one share of Class A common stock. In addition, each share of Class C common stock will convert automatically into one share of Class A common stock upon any transfer, whether or not for value, except for certain affiliate transfers described in our amended and restated certificate of incorporation among the Sponsors, the Founders, and their respective affiliates as of the date of the consummation of this offering. Each share of Class C common stock will also automatically convert into one share of Class A common stock if, on the record date for any meeting of the stockholders, the aggregate number of outstanding shares of our Class B common stock and Class C common stock is less than 5% of our outstanding shares of common stock. Once converted into Class A common stock, Class C common stock will not be reissued.

Upon completion of this offering (subject to the terms of the applicable limited liability company agreement), an aggregate of OpCo Units and an aggregate of HoldCo Units may be exchanged for shares of our Class A common stock and an aggregate of shares of Class C common stock may be converted into shares of our Class A common stock. Any shares we issue upon exchange of OpCo Units or HoldCo Units or upon the conversion of shares of Class C common stock, as applicable, will be "restricted securities" as defined in Rule 144 and may not be sold in the absence of registration under the Securities Act unless an exemption from registration is available, including the exemptions contained in Rule 144. We, our executive officers, our directors, the holders of all of our Class C common stock, the holders of substantially all of our outstanding OpCo Units, and certain holders of our HoldCo Units have agreed, subject to certain exceptions, not to dispose of or hedge any shares of our Class A common stock (including shares issued upon exchange of OpCo Units or HoldCo Units or upon conversion of shares of Class C common stock, as applicable) or securities convertible into or exchangeable for shares of our Class A common stock, including our Class B and Class C common stock, for 180 days from the date of this prospectus, except with certain underwriters' prior written consent. See "Underwriting."

Subject to certain limitations and exceptions, pursuant to the terms of the amended and restated limited liability company agreement of ZoomInfo OpCo, the holders of Class P Units, which have a weighted-average per unit participation threshold (*i.e.*, the strike price) of $ per Class P Unit, will be able to exchange their Class P Units into shares of our Class A common stock, as described in "Organizational Structure—Reclassification and Amendment and Restatement of Limited Liability Company Agreement of ZoomInfo OpCo" and "Certain Relationships and Related Person Transactions—ZoomInfo OpCo Amended and Restated Limited Liability Company Agreement."

Upon the expiration of the lock-up agreements described above, all of such shares will be eligible for resale in the public market, subject, in the case of shares held by our affiliates, to volume, manner of sale, and other limitations under Rule 144. We expect that certain of our Sponsors will continue to be considered affiliates following the expiration of the lock-up period based on their expected share ownership and their board nomination rights. Certain other of our stockholders may also be considered affiliates at that time.

However, subject to the expiration or waiver of the 180-day lock-up period, the holders of these shares of Class A common stock (including shares issued upon exchange of OpCo Units or HoldCo Units or upon conversion of shares of Class C common stock, as applicable) will have the right, subject to certain exceptions and conditions, to require us to register their shares of Class A common stock under the Securities Act, and they will have the right to participate in future registrations of securities by us. Following completion of this offering, the shares covered by registration rights would represent approximately % of our total Class A common stock outstanding (or % shares if the underwriters exercise in full their option to purchase additional shares of our Class A common stock). Registration of any of these outstanding shares of Class A common stock would result in such shares becoming freely tradable without compliance with Rule 144 upon effectiveness of the registration statement. See "Shares Eligible for Future Sale—Registration Rights" and "Certain Relationships and Related Person Transactions—Registration Rights Agreement."

We intend to file one or more registration statements on Form S-8 under the Securities Act to register shares of our Class A common stock or securities convertible into or exchangeable for shares of our Class A common stock issued pursuant to the 2020 Plan. Any such Form S-8 registration statements will automatically become effective upon filing. Accordingly, shares registered under such registration statements will be available for sale in the open market. We expect that the initial registration statement on Form S-8 will cover shares of our Class A common stock.

In the future, we may also issue our securities in connection with investments or acquisitions. The number of shares of our Class A common stock (or securities convertible into or exchangeable for our Class A common stock) issued in connection with an investment or acquisition could constitute a material portion of our then-outstanding shares of Class A common stock. As restrictions on resale end, the market price of our shares of Class A common stock could drop significantly if the holders of these restricted shares sell them or are perceived by the market as intending to sell them. These factors could also make it more difficult for us to raise additional funds through future offerings of our Class A common stock or other securities or to use our Class A common stock as consideration for acquisitions of other businesses, investments, or other corporate purposes.

Anti-takeover provisions in our organizational documents and Delaware law might discourage or delay acquisition attempts for us that you might consider favorable.

Our amended and restated certificate of incorporation and amended and restated bylaws that will become effective immediately prior to the consummation of this offering will contain provisions that may make a merger with or acquisition of our Company more difficult without the approval of our board of directors. Among other things, these provisions:

- provide that our board of directors will be divided into three classes, as nearly equal in size as possible, with directors in each class serving three-year terms and with terms of the directors of only one class expiring in any given year;
- provide for the removal of directors only for cause and only upon the affirmative vote of the holders of at least 66⅔% in voting power of the outstanding shares of our capital stock entitled to vote if the parties to our stockholders agreement beneficially own less than 50% of the total voting power of all then-outstanding shares of our capital stock entitled to vote generally in the election of directors;
- would allow us to authorize the issuance of shares of one or more series of preferred stock, including in connection with a stockholder rights plan, financing transactions, or otherwise, the terms of which series may be established and the shares of which may be issued without stockholder approval, and which may include super voting, special approval, dividend, or other rights or preferences superior to the rights of the holders of common stock;
- prohibit stockholder action by written consent by holders of Class A common stock from and after the date on which the parties to our stockholders agreement cease to beneficially own at least 50% of the total voting power of all then-outstanding shares of our capital stock entitled to vote generally in the election of directors unless such action is recommended by all directors then in office;
- provide for certain limitations on convening special stockholder meetings;
- provide (i) that the board of directors is expressly authorized to make, alter, or repeal our bylaws and (ii) that our stockholders may only amend our bylaws with the approval of 66⅔% or more of all of then-outstanding shares of our capital stock entitled to vote if the parties to our stockholders agreement beneficially own less than 50% of the total voting power of all then-outstanding shares of our capital stock entitled to vote generally in the election of directors;
- provide that certain provisions of our amended and restated certificate of incorporation may be amended only by the affirmative vote of the holders of at least 66⅔% in voting power of then-outstanding shares of our capital stock entitled to vote if the parties to our stockholders agreement beneficially own less than 50% of the total voting power of all then-outstanding shares of our capital stock entitled to vote generally in the election of directors; and
- establish advance notice requirements for nominations for elections to our board of directors or for proposing matters that can be acted upon by stockholders at stockholder meetings.

Further, as a Delaware corporation, we are subject to provisions of Delaware law, which may impede or discourage a takeover attempt that our stockholders may find beneficial. These anti-takeover provisions and other provisions under Delaware law could discourage, delay, or prevent a transaction involving a change in control of our Company, including actions that our stockholders may deem advantageous, or negatively affect the trading price of our Class A common stock. These provisions could also discourage proxy contests and make it more difficult for you and other stockholders to elect directors of your choosing and to cause us to take other corporate actions you desire. For further discussion of these and other such anti-takeover provisions, see “Description of Capital Stock—Anti-Takeover Effects of Our Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws and Certain Provisions of Delaware Law.”

Our amended and restated certificate of incorporation will designate the Court of Chancery of the State of Delaware as the sole and exclusive forum for certain types of actions and proceedings that may be initiated by our stockholders, which could limit our stockholders’ ability to obtain a favorable judicial forum for disputes with us or our directors, officers, employees, or other stockholders.

Our amended and restated certificate of incorporation provides that, unless we consent in writing to an alternative forum, the Court of Chancery of the State of Delaware will, to the fullest extent permitted by law, be the sole and exclusive forum for any (i) derivative action or proceeding brought on our behalf, (ii) action asserting a claim of breach of a fiduciary duty owed by any current or former director, officer, stockholder or employee of ours to us or our stockholders, (iii) action asserting a claim arising under any provision of the Delaware General Corporation Law (the "DGCL"), our amended and restated certificate of incorporation, or our amended and restated bylaws or as to which the DGCL confers jurisdiction on the Court of Chancery of the State of Delaware, or (iv) action asserting a claim governed by the internal affairs doctrine of the law of the State of Delaware. Unless we consent in writing to the selection of an alternative forum, the federal district courts of the United States of America shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Exchange Act or the Securities Act. To the fullest extent permitted by law, any person or entity purchasing or otherwise acquiring any interest in any shares of our capital stock shall be deemed to have notice of and to have consented to the forum provision in our amended and restated certificate of incorporation. This choice-of-forum provision may limit a stockholder's ability to bring a claim in a different judicial forum, including one that it may find favorable or convenient for a specified class of disputes with us or our directors, officers, other stockholders, or employees, which may discourage such lawsuits. Alternatively, if a court were to find this provision of our amended and restated certificate of incorporation inapplicable or unenforceable with respect to one or more of the specified types of actions or proceedings, we may incur additional costs associated with resolving such matters in other jurisdictions, which could materially and adversely affect our business, financial condition, and results of operations and result in a diversion of the time and resources of our management and board of directors.

FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements that reflect our current views with respect to, among other things, our operations and financial performance. Forward-looking statements include all statements that are not historical facts. These forward-looking statements are included throughout this prospectus, including in the sections entitled “Summary,” “Risk Factors,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” and “Business,” 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 “outlook,” “believes,” “expects,” “potential,” “continues,” “may,” “will,” “should,” “could,” “seeks,” “predicts,” “intends,” “trends,” “plans,” “estimates,” “anticipates,” or the negative version of these words or other comparable words.

The forward-looking statements contained in this prospectus are based on management’s current expectations and are not guarantees of future performance. Our expectations, beliefs and projections are expressed in good faith and we believe there is a reasonable basis for them. However, there can be no assurance that management’s expectations, beliefs and projections will result or be achieved. Such forward-looking statements are subject to various risks, uncertainties, assumptions or changes in circumstances that are difficult to predict or quantify. Accordingly, there are or will be important factors including:

- the COVID-19 pandemic, including the global economic uncertainty and measures taken in response, could materially impact our business and future results of operations;
- larger well-funded companies shifting their existing business models to become more competitive with us;
- our ability to provide or adapt our platform for changes in laws and regulations or public perception, or changes in the enforcement of such laws, relating to data privacy;
- the effects of companies more effectively catering to our customers by offering more tailored products or platforms at lower costs;
- adverse general economic and market conditions reducing spending on sales and marketing;
- the effects of declining demand for sales and marketing subscription platforms;
- our ability to improve our technology and keep up with new processes for data collection, organization, and cleansing;
- our ability to provide a highly accurate, reliable, and comprehensive platform moving forward;
- our reliance on third-party systems that we do not control to integrate with our system and our potential inability to continue to support integration;
- our ability to adequately fund research and development potentially limiting introduction of new features, integrations, and enhancements;
- our ability to attract new customers and expand existing subscriptions;
- a decrease in participation in our contributory network or increased opt-out rates impacting the depth, breadth, and accuracy of our platform;
- our failure to protect and maintain our brand and our ability to attract and retain customers; and
- other factors described under “Risk Factors.”

These factors should not be construed as exhaustive and should be read in conjunction with the other cautionary statements that are included in this prospectus. 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 these 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.

Any forward-looking statement made by us in this prospectus speaks only as of the date of this prospectus. We undertake no obligation to publicly update or review any forward-looking statement, whether as a result of new information, future developments, or otherwise, except as required by law.

MARKET AND INDUSTRY DATA

This prospectus includes market and industry data and forecasts that we have derived from independent consultant reports, publicly available information, various industry publications, other published industry sources, including S&P Global Market Intelligence (“Capital IQ”), Salesforce Research (“Salesforce.com”), Global Industry Analysts (“Global Industry Analysts, Inc.”), Sirius Decisions (“SiriusDecisions”), and Forrester Research, Inc. (“Forrester”), and our internal data and estimates, including data generated utilizing our ZoomInfo platform. Independent consultant reports, industry publications, and other published industry sources generally indicate that the information contained therein was obtained from sources believed to be reliable.

The source of certain statistical data, estimates, and forecasts contained in this prospectus are the following independent industry publications or reports:

- B2B Sales and Marketing Intelligence Solutions Drive Improved Business Outcomes, a commissioned study conducted by Forrester Consulting on behalf of DiscoverOrg, August 2019;
- State of Sales, Salesforce Research, July 2018;
- S&P Global Capital IQ database, ©2019: S&P Global Market Intelligence;
- Global Industry Analysts, Global Customer Relationship Management (CRM) Software Industry Report, October 2019; and
- Tracking the True Cost of Sales, Sirius Decisions, 2019.

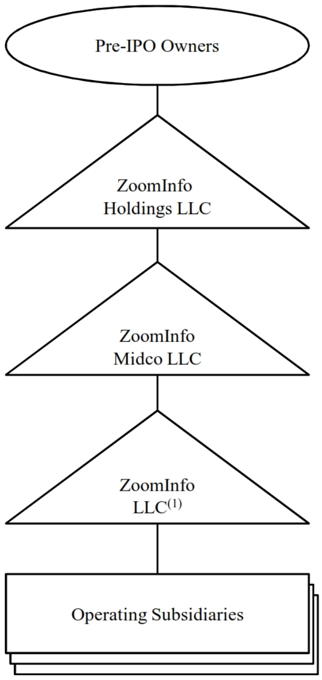
Although we believe that these third-party sources are reliable, we do not guarantee the accuracy or completeness of this information, and neither we nor the underwriters have independently verified this information. Some market data and statistical information are also based on our good faith estimates, which are derived from management’s knowledge of our industry and such independent sources referred to above. Certain market, ranking, and industry data included elsewhere in this prospectus, including the size of certain markets, our size or position, and the positions of our competitors within these markets, including our services relative to our competitors, are based on estimates of our management. These estimates have been derived from our management’s knowledge and experience in the markets in which we operate, as well as information obtained from surveys, reports by market research firms, our customers, distributors, suppliers, trade and business organizations, and other contacts in the markets in which we operate and have not been verified by independent sources. Unless otherwise noted, all of our market share and market position information presented in this prospectus is an approximation. Our market share and market position in each of our lines of business, unless otherwise noted, is based on our sales relative to the estimated sales in the markets we served. References herein to our being a leader in a market or product category refer to our belief that we have a leading market share position in each specified market, unless the context otherwise requires. As there are no publicly available sources supporting this belief, it is based solely on our internal analysis of our sales as compared to our estimates of sales of our competitors. In addition, the discussion herein regarding our various end markets is based on how we define the end markets for our products, which products may be either part of larger overall end markets or end markets that include other types of products and services.

Our internal data and estimates are based upon information obtained from trade and business organizations and other contacts in the markets in which we operate and our management’s understanding of industry conditions. Although we believe that such information is reliable, we have not had this information verified by any independent sources.

ORGANIZATIONAL STRUCTURE

Organizational Structure Prior to this Offering and the Transactions

The diagram below depicts our current organizational structure. This chart is provided for illustrative purposes only and does not purport to represent all legal entities within our organizational structure.



(1) ZoomInfo LLC (formerly known as DiscoverOrg, LLC) serves as the borrower under our secured credit facilities. See “Description of Certain Indebtedness.”

Organizational Structure Following this Offering and the Transactions

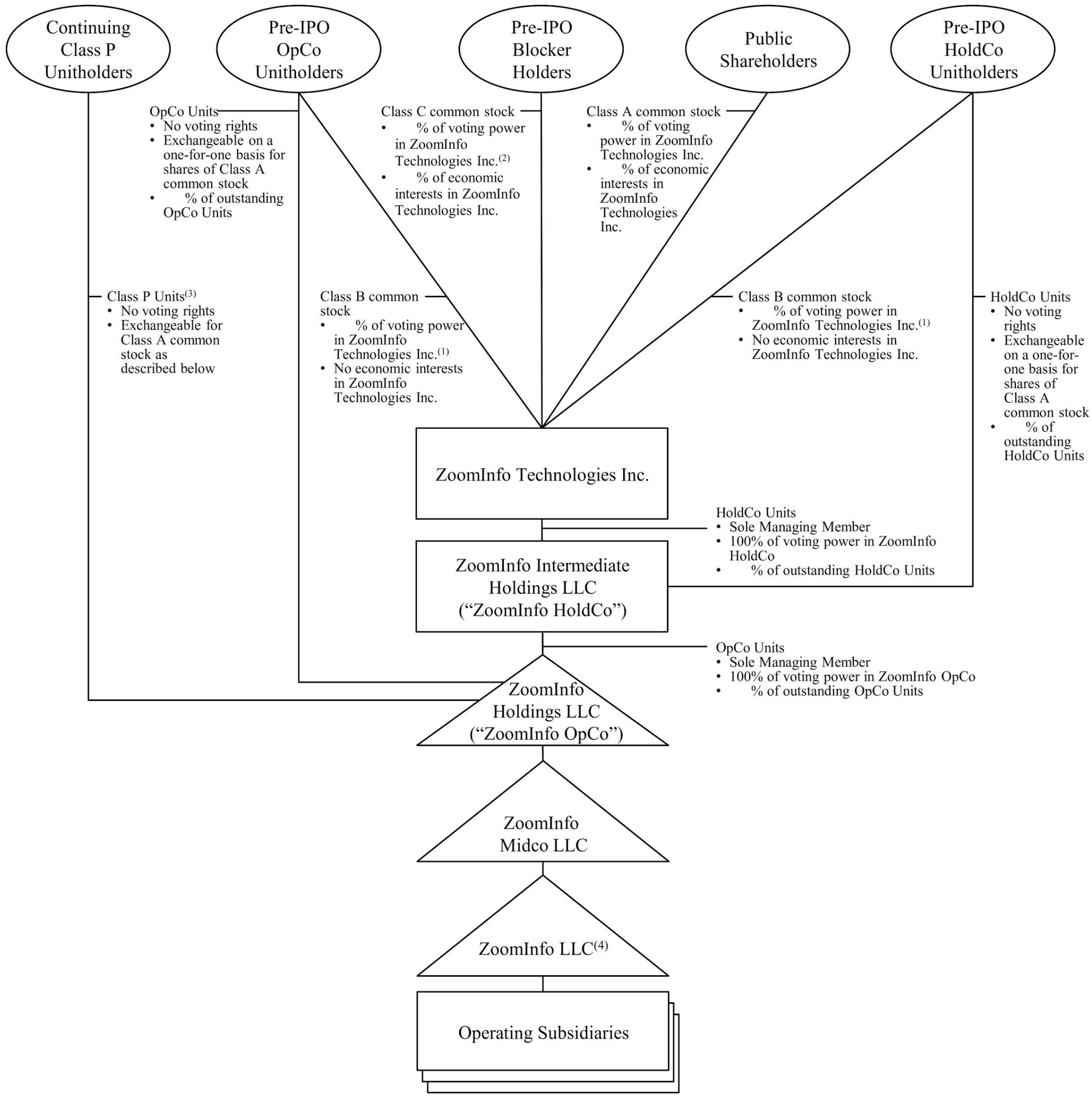
Immediately following this offering, ZoomInfo Technologies Inc. will be a holding company, and its sole material asset will be a controlling equity interest in ZoomInfo HoldCo, which will be a holding company whose sole material asset will be a controlling equity interest in ZoomInfo OpCo. ZoomInfo Technologies Inc. will operate and control all of the business and affairs of ZoomInfo OpCo through ZoomInfo HoldCo and, through ZoomInfo OpCo and its subsidiaries, conduct our business. Following this offering, ZoomInfo OpCo will be the predecessor of ZoomInfo Technologies Inc. for financial reporting purposes. As a result, the consolidated financial statements of ZoomInfo Technologies Inc. will recognize the assets and liabilities received in the reorganization at their historical carrying amounts, as reflected in the historical consolidated financial statements of ZoomInfo OpCo, the accounting predecessor. ZoomInfo Technologies Inc. will consolidate ZoomInfo OpCo through ZoomInfo HoldCo in its consolidated financial statements and record a non-controlling interest related to the OpCo Units and HoldCo Units held by our pre-IPO owners on its consolidated balance sheet and statement of income.

The Pre-IPO OpCo Unitholders and the Pre-IPO HoldCo Unitholders will hold all of the issued and outstanding shares of our Class B common stock. The shares of Class B common stock will have no economic rights but each share will entitle the holder to ten votes (for so long as the aggregate number of outstanding shares of our Class B common stock and Class C common stock represents at least 5% of the aggregate number of our outstanding shares of common stock, and thereafter, one vote per share) on all matters on which stockholders of ZoomInfo Technologies Inc. are entitled to vote generally. The Pre-IPO Blocker Holders will hold all of the issued and outstanding shares of our Class C common stock. The shares of Class C common stock will have the same economic rights as shares of Class A common stock, but each share will entitle the holder to ten votes (for so long as the aggregate number of outstanding shares of our Class B common stock and Class C common stock represents at least 5% of the aggregate number of our outstanding shares of common stock, and thereafter, one vote per share upon the automatic conversion of our Class C common stock into shares of Class A common stock) on all matters on which stockholders of ZoomInfo Technologies Inc. are entitled to vote generally.

The voting power afforded to Pre-IPO OpCo Unitholders and Pre-IPO HoldCo Unitholders, as applicable, by their shares of Class B common stock is automatically and correspondingly reduced as they exchange shares of Class B common stock, together with a corresponding number of OpCo Units or HoldCo Units, as applicable, for shares of Class A common stock of ZoomInfo Technologies Inc., and the voting power afforded to Pre-IPO Blocker Holders will be automatically and correspondingly reduced as they transfer shares of Class C common stock, which, except in certain circumstances, will automatically convert into shares of Class A common stock. See "Certain Relationships and Related Person Transactions—ZoomInfo OpCo Amended and Restated Limited Liability Company Agreement," "Certain Relationships and Related Person Transactions—ZoomInfo HoldCo Amended and Restated Limited Liability Company Agreement" and "Description of Capital Stock." Holders of outstanding shares of our Class A common stock, Class B common stock, and Class C common stock will vote as a single class on all matters on which stockholders are entitled to vote generally, except as otherwise required by law.

Our post-offering organizational structure is commonly referred to as an UP-C structure. This organizational structure will allow our Pre-IPO OpCo Unitholders to retain their equity ownership in ZoomInfo OpCo, an entity that is classified as a partnership for U.S. federal income tax purposes, in the form of OpCo Units. Investors in this offering and the Pre-IPO Blocker Holders will, by contrast, hold their equity ownership in ZoomInfo Technologies Inc., a Delaware corporation that is a domestic corporation for U.S. federal income tax purposes, in the form of shares of Class A or Class C common stock. Pre-IPO HoldCo Unitholders will hold their equity ownership in ZoomInfo HoldCo, an entity classified as a corporation for U.S. federal income tax purposes, in the form of HoldCo Units. We believe that our Pre-IPO OpCo Unitholders will generally find it advantageous to continue to hold their equity interests in an entity that is not taxable as a corporation for U.S. federal income tax purposes. One of these benefits is that future taxable income of ZoomInfo OpCo that is allocated to our Pre-IPO OpCo Unitholders will be taxed on a flow-through basis and therefore will not be subject to corporate taxes at the entity level. Additionally, because our Pre-IPO OpCo Unitholders and Pre-IPO HoldCo Unitholders may exchange their OpCo Units or HoldCo Units, respectively, for shares of our Class A common stock, our UP-C structure provides our Pre-IPO OpCo Unitholders and Pre-IPO HoldCo Unitholders with potential liquidity that holders of non-publicly traded limited liability companies are not typically afforded. We do not believe that our UP-C structure will give rise to any significant business or strategic benefit or detriment to us.

The diagram below depicts our organizational structure immediately following the consummation of the Offering Transactions and the Reorganization Transactions (assuming an offering price of $ per share of Class A common stock, which is the midpoint of the price range set forth on the cover of this prospectus, and no exercise of the over-allotment option by the underwriters). For purposes of depicting ownership of voting power in ZoomInfo Technologies Inc., the below diagram takes into account shares of Class B common stock held by Pre-IPO OpCo Unitholders and Pre-IPO HoldCo Unitholders and shares of Class C common stock held by Pre-IPO Blocker Holders. This chart is provided for illustrative purposes only and does not purport to represent all legal entities within our organizational structure.



(1) Each share of Class B common stock will provide the holder ten votes (for so long as the aggregate number of outstanding shares of our Class B common stock and Class C common stock represents at least 5% of the aggregate number of our outstanding shares of common stock, and thereafter, one vote per share) on all matters on which stockholders of ZoomInfo Technologies Inc. are entitled to vote generally. Immediately following this offering, the Pre-IPO OpCo Unitholders and the Pre-IPO HoldCo Unitholders will hold and shares

of our Class B common stock, respectively (assuming an offering price of $ per share of Class A common stock, which is the midpoint of the price range set forth on the cover of this prospectus), collectively representing 100% of our outstanding Class B common stock, and will collectively hold % of the voting power in ZoomInfo Technologies Inc. For additional information, see "Description of Capital Stock—Common Stock—Class B Common Stock."

(2) Each share of Class C common stock will provide the holder ten votes (for so long as the aggregate number of outstanding shares of our Class B common stock and Class C common stock represents at least 5% of the aggregate number of our outstanding shares of common stock, and thereafter, one vote per share upon the automatic conversion of our Class C common stock into shares of Class A common stock) on all matters on which stockholders of ZoomInfo Technologies Inc. are entitled to vote generally. Immediately following this offering, the Pre-IPO Blocker Holders will hold shares of our Class C common stock (assuming an offering price of $ per share of Class A common stock, which is the midpoint of the price range set forth on the cover of this prospectus), representing 100% of our Class C common stock, and will collectively hold % of the voting power in ZoomInfo Technologies Inc. For additional information, see "Description of Capital Stock—Common Stock—Class C Common Stock."

(3) At the time of this offering, shares of Class A common stock would be issuable upon the exchange of Class P Units (assuming an offering price of $ per share of Class A common stock, which is the midpoint of the price range set forth on the cover of this prospectus, and assuming such Class P Units are fully vested) that are held by the Continuing Class P Unitholders. For additional information, see "—Reclassification and Amendment and Restatement of Limited Liability Company Agreement of ZoomInfo OpCo" and "Certain Relationships and Related Person Transactions—ZoomInfo OpCo Amended and Restated Limited Liability Company Agreement."

(4) ZoomInfo LLC (formerly known as DiscoverOrg, LLC) serves as the borrower under the secured credit facilities. See "Description of Certain Indebtedness."

The following presents the outstanding common stock, OpCo Units and HoldCo Units (i) on an actual basis, excluding the conversion of Class P Units held by the Continuing Class P Unitholders, which are convertible for shares of Class A common stock upon vesting, and (ii) on a diluted basis, assuming the conversion of such Class P Units, upon completion of the Reorganization Transactions and the Offering Transactions (assuming an offering price of $ per share of Class A common stock, which is the midpoint of the price range set forth on the cover of this prospectus, and no exercise of the over-allotment option by the underwriters)

	Common Stock				Units	
	Class A Common Stock	**Class B Common Stock**	**Class C Common Stock**	**Total**	**HoldCo Units**	**OpCo Units**
Public Stockholders						
Pre-IPO OpCo Unitholders						
Pre-IPO HoldCo Unitholders						
Pre-IPO Blocker Holders						
ZoomInfo Technologies Inc.						
ZoomInfo HoldCo						
Total outstanding						
Total, assuming conversion of Class P Units held by Continuing Class P Unitholders[1]						

(1) In connection with the conversion of any Class P Unit for a share of Class A common stock, one OpCo Unit will be issued to ZoomInfo HoldCo and one HoldCo Unit will be issued to ZoomInfo Technologies Inc.

The following presents the economic interests and combined voting power in ZoomInfo Technologies Inc. held by the Sponsors, the Founders, management and others, and public stockholders (which does not reflect the exchange of any Class P Unit for a share of Class A common stock), upon completion of the Reorganization Transactions and the Offering Transactions (assuming an offering price of $ per share of Class A common stock, which is the midpoint of the price range set forth on the cover of this prospectus, and no exercise of the over-allotment option by the underwriters):

	Common Stock Owned[1]		Voting Power[2]	
	Shares	**%**	**Votes**	**%**
Sponsors		%		%
Founders[3]		%		%
Management and Others		%		%
Public Shareholders		%		%
Total		%		%

(1) Reflects the sum of shares of our Class A common stock, Class B common stock, and Class C common stock, which represents direct and indirect economic ownership in us and our subsidiaries. Each share of our Class A common stock and Class C common stock has the same economic interest. Our Class B common stock does not have any economic rights, but each share of our Class B common stock will relate to one OpCo Unit or HoldCo Unit at the time of the closing of this offering.

(2) Based on beneficial ownership, reflects one vote per share of Class A common stock, ten votes per share of Class B common stock, and ten votes per share of Class C common stock. See “Principal Stockholders” for additional information.

(3) Reflects (i) Henry Schuck’s indirect economic interest in OpCo Units and associated shares of Class B common stock held directly by HSKB Funds, LLC and OpCo Units and associated shares of Class B common stock held directly by DO Holdings (WA), LLC; and (ii) Kirk Brown’s indirect economic interest in OpCo Units and associated shares of Class B common stock held directly by DO Holdings (WA), LLC. Messrs. Schuck and Brown may be deemed to share voting and dispositive power over the securities held by DO Holdings (WA), LLC. Mr. Schuck may be deemed to control voting power over the securities held by HSKB Funds I, LLC and HSKB Funds II, LLC. See “Principal Stockholders” for additional information.

Incorporation of ZoomInfo Technologies Inc.

ZoomInfo Technologies Inc. was incorporated as a Delaware corporation on November 14, 2019. ZoomInfo Technologies Inc. has not engaged in any business or other activities except in connection with its formation. The amended and restated certificate of incorporation of ZoomInfo Technologies Inc. authorizes three classes of common stock, Class A common stock, Class B common stock and Class C common stock, each having the terms described in “Description of Capital Stock.”

Formation of ZoomInfo HoldCo

ZoomInfo Technologies Inc. formed ZoomInfo HoldCo on February 25, 2020 as a new subsidiary and became the sole managing member of ZoomInfo HoldCo. Prior to the completion of this offering, ZoomInfo HoldCo will, in turn, become the sole managing member of ZoomInfo OpCo. Prior to the completion of this offering, certain pre-IPO owners will acquire interests in ZoomInfo HoldCo and ZoomInfo HoldCo will acquire OpCo Units previously held directly or indirectly by such pre-IPO owners pursuant to the Blocker Mergers described below and in connection with the redemption of certain OpCo Units.

Blocker Mergers

Prior to the completion of this offering, ZoomInfo Technologies Inc. will form a new merger subsidiary with respect to each of the Blocker Companies, through which certain of our Pre-IPO Blocker Holders hold their interests in us, and each merger subsidiary will merge with and into the respective Blocker Companies in reverse subsidiary mergers, and the surviving entities will merge with and into ZoomInfo Technologies Inc. In the Blocker Mergers, the Pre-IPO Blocker Holders, as the 100% owners of the Blocker Companies, will receive (i) shares of newly issued Class C common stock (or shares of newly issued Class C common stock if the underwriters exercise in full their option to purchase additional shares of Class A common stock) and (ii) an aggregate cash amount equal to shares of Class C common stock (or shares of Class C common stock if the underwriters exercise in full their option to purchase additional shares of Class A common stock) multiplied by the public offering price per share of Class A common stock, less the underwriting discount, in respect of reductions in such Pre-IPO Blocker Holders' equity interests, and ZoomInfo Technologies Inc. will acquire an equal number of outstanding OpCo Units from the Pre-IPO Blocker Holders. ZoomInfo Technologies Inc. will contribute the OpCo Units it receives in the Blocker Mergers to ZoomInfo HoldCo in exchange for a corresponding number of newly issued HoldCo Units.

Reclassification and Amendment and Restatement of Limited Liability Company Agreement of ZoomInfo OpCo

The capital structure of ZoomInfo OpCo currently consists of four different classes of limited partnership interests (Series A Preferred Units, Preferred, Common, and Class P). A portion of the proceeds from this offering will be used to redeem and cancel all outstanding Series A Preferred Units. Prior to the completion of this offering, the limited liability company agreement of ZoomInfo OpCo will be amended and restated to, among other things, modify its capital structure by reclassifying its outstanding preferred units and common units into a new class of units that we refer to as "OpCo Units." Class P Units that are held by Continuing Class P Unitholders will remain as Class P Units. Additionally, ZoomInfo OpCo will effect a -for-one reverse unit split. Immediately following the Reorganization Transactions but prior to the other Offering Transactions described below, there will be OpCo Units issued and outstanding.

In connection with the Reclassification, all vested and unvested Class P Units (other than Class P Units held by Continuing Class P Unitholders) will be converted into vested and unvested Employee Units. The number of Employee Units delivered in respect of each Class P Unit will be determined based on the amount of proceeds that would be distributed to such Class P Unit if the Company were to be sold at a value derived from the initial public offering price, and the intrinsic value of the Employee Units issued in respect of each Class P Unit will have an intrinsic value equal to the hypothetical proceeds such Class P Unit would have received. In addition, we may grant options to purchase shares of Class A common stock under the 2020 Omnibus Incentive Plan to all holders of Class P Units whose interests are converted in the Reclassification, in substitution for part of the economic benefit of the Class P Units that is not reflected in the conversion of Class P Units to Employee Units. For additional information regarding the conversion of the Class P Units, see "Executive Compensation—Compensation Arrangements to be Adopted in Connection with this Offering—Conversion of Class P Units."

Pursuant to the amended and restated limited liability company agreement of ZoomInfo OpCo, ZoomInfo HoldCo will be the sole managing member of ZoomInfo OpCo. Pursuant to the amended and restated limited liability company agreement of ZoomInfo Holdco, ZoomInfo Technologies Inc. will be the sole managing member of ZoomInfo HoldCo. Accordingly, ZoomInfo Technologies Inc., through ZoomInfo HoldCo, will have the right to determine when distributions will be made to the members of ZoomInfo OpCo and the amount of any such distributions. If ZoomInfo Technologies Inc., through ZoomInfo HoldCo, authorizes a distribution, such distribution will be made to the members of ZoomInfo OpCo pro rata in accordance with the percentages of their respective limited liability company interests.

The holders of OpCo Units in ZoomInfo OpCo, including ZoomInfo HoldCo, a member of the ZoomInfo Tax Group, will incur United States federal, state, and local income taxes on their allocable share of any taxable income of ZoomInfo OpCo. The amended and restated limited liability company agreement provides for cash distributions to the holders of limited liability company interests in ZoomInfo OpCo if the taxable income of ZoomInfo OpCo will give rise to taxable income for its members. In accordance with the amended and restated limited liability company agreement, we intend to cause ZoomInfo HoldCo to cause ZoomInfo OpCo to make pro rata (other than with respect to Class P Units) cash distributions to the holders of limited liability company interests in ZoomInfo OpCo for purposes of funding such holders' tax obligations in respect of the income of ZoomInfo OpCo that is allocated to them. Generally, these tax distributions will be computed, other than with respect to Class P Units, based on an estimate of the taxable income of ZoomInfo OpCo allocated to the holder of OpCo Units that receives the greatest proportionate allocation of income multiplied by an assumed tax rate. Tax distributions with respect to Class P Units will be determined based on the assumed tax liability of such Continuing Class P Unitholder with respect to such Class P Units rather than on a pro rata basis.

Pursuant to the amended and restated limited liability company agreement of ZoomInfo OpCo, the Pre-IPO OpCo Unitholders (and certain permitted transferees thereof) may (subject to the terms of such limited liability company agreement) exchange their OpCo Units (together with a corresponding number of shares of Class B common stock) for shares of Class A common stock of ZoomInfo Technologies Inc. on a one-for-one basis, subject to customary conversion rate adjustments for stock splits, stock dividends, and reclassifications. Subject to certain restrictions, the holders of Class P Units will have the right to exchange their vested Class P Units into a number of shares of Class A common stock that will generally be equal to (a) the product of the number of vested Class P Units to be exchanged with a given per unit participation threshold (*i.e.*, the strike price) and then-current difference between the per share value of an OpCo Unit at the time of the exchange (based on the public trading price of Class A common stock) and the per unit participation threshold (*i.e* ., the strike price) of such Class P Units divided by (b) the per unit value of an OpCo Unit at the time of the exchange (based on the public trading price of Class A common stock) . ZoomInfo HoldCo may impose restrictions on exchanges that it determines in good faith to be necessary so that ZoomInfo OpCo is not treated as a "publicly traded partnership" for U.S. federal income tax purposes. The amended and restated limited liability company agreement of ZoomInfo OpCo will also provide that a holder of OpCo Units will not have the right to exchange OpCo Units if ZoomInfo HoldCo reasonably determines that such exchange would be prohibited by law or regulation or would violate any agreements with ZoomInfo Technologies Inc. or its subsidiaries by which the holder of OpCo Units is bound, or ZoomInfo Technologies Inc.'s insider trading policies. Upon such exchange, ZoomInfo Technologies Inc. will contribute the OpCo Units it receives to ZoomInfo HoldCo in exchange for a corresponding number of newly issued HoldCo Units. As a holder exchanges OpCo Units (together with a corresponding number of shares of Class B common stock) for shares of Class A common stock, the number of HoldCo Units held by ZoomInfo Technologies Inc. in exchange for the exchanged OpCo Units is correspondingly increased as it acquires the exchanged OpCo Units. See "Certain Relationships and Related Person Transactions—ZoomInfo OpCo Amended and Restated Limited Liability Company Agreement."

ZoomInfo HoldCo Amended and Restated Limited Liability Company Agreement

Prior to this offering, we will amend and restate the limited liability company agreement of ZoomInfo HoldCo under which the Pre-IPO HoldCo Unitholders (or certain of their permitted transferees) will have the right (subject to the terms of such limited liability company agreement) to exchange their HoldCo Units (together with a corresponding number of shares of Class B common stock) for shares of our Class A common stock on a one-for-one basis, subject to customary conversion rate adjustments for stock splits, stock dividends, and reclassifications. The amended and restated limited liability company agreement of ZoomInfo HoldCo will also provide that a holder of HoldCo Units will not have the right to exchange HoldCo Units if ZoomInfo Technologies Inc. determines that such exchange would be prohibited by law or regulation or would violate any agreements with ZoomInfo Technologies Inc. or its subsidiaries by which the holder of HoldCo Units is bound, or ZoomInfo Technologies Inc.'s insider trading policies. As a holder exchanges HoldCo Units for shares of Class A common stock, the number of HoldCo Units held by ZoomInfo Technologies Inc. is correspondingly increased as it acquires the exchanged HoldCo Units. See "Certain Relationships and Related Person Transactions—ZoomInfo HoldCo Amended and Restated Limited Liability Company Agreement."

Offering Transactions

At the time of the consummation of this offering, ZoomInfo Technologies Inc. intends to consummate the purchase, for cash, of newly issued HoldCo Units from ZoomInfo HoldCo at a purchase price per unit equal to the initial public offering price per share of Class A common stock in this offering net of the underwriting discount. ZoomInfo HoldCo will, in turn, consummate the purchase, for cash, of newly issued OpCo Units from ZoomInfo OpCo at a purchase price per unit equal to the initial public offering price per share of Class A common stock in this offering net of the underwriting discount. Assuming that the shares of Class A common stock to be sold in this offering are sold at $ per share, which is the midpoint of the range on the front cover of this prospectus, at the time of this offering, ZoomInfo HoldCo will purchase from ZoomInfo OpCo newly issued OpCo Units for an aggregate of $ million (which remains unchanged if the underwriters exercise in full their option to purchase additional shares of Class A common stock). The issuance and sale of such newly issued OpCo Units by ZoomInfo OpCo to ZoomInfo HoldCo will correspondingly dilute the ownership interests of our pre-IPO owners in ZoomInfo OpCo. See "Principal Stockholders" for more information regarding the proceeds from this offering that will be paid to our directors and named executive officers. In addition, ZoomInfo Technologies Inc. intends to use a portion of the net proceeds from this offering (including from any exercise by the underwriters of their option to purchase additional shares of Class A common stock) (i) to purchase newly issued HoldCo Units from ZoomInfo HoldCo, which in turn will purchase the same number of newly issued OpCo Units from ZoomInfo OpCo, (ii) to purchase OpCo Units from certain Pre-IPO OpCo Unitholders ; (iii) to purchase HoldCo Units from certain Pre-IPO HoldCo Unitholders and (iv) to fund merger consideration payable to certain Pre-IPO Blocker Holders in connection with the Blocker Mergers. The foregoing purchases of HoldCo Units and OpCo Units will be at a price per unit equal to the public offering price per share of Class A common stock in this offering, less the underwriting discount. Upon each purchase of HoldCo Units or OpCo Units, the corresponding shares of Class B common stock will be canceled. ZoomInfo Technologies Inc. will contribute the OpCo Units it receives in the Blocker Mergers to ZoomInfo HoldCo in exchange for a corresponding number of newly issued HoldCo Units. The number of outstanding OpCo Units of ZoomInfo OpCo will equal the aggregate number of outstanding shares of Class A common stock, Class B common stock, and Class C common stock. Following this offering, ZoomInfo Technologies Inc. will hold, indirectly through ZoomInfo HoldCo, a number of OpCo Units that is equal to the number of shares of Class A common stock that it has issued, a relationship that we believe fosters transparency because it results in a single share of Class A common stock representing (albeit indirectly) the same percentage equity interest in ZoomInfo OpCo as a single OpCo Unit.

Prior to the completion of this offering, we will enter into two tax receivable agreements. We will enter into (i) the Exchange Tax Receivable Agreement with certain of our Pre-IPO OpCo Unitholders and (ii) the Reorganization Tax Receivable Agreement with the Pre-IPO Blocker Holders. These tax receivable agreements will provide for the payment by ZoomInfo Technologies Inc. to such pre-IPO owners and certain Pre-IPO HoldCo Unitholders of 85% of the benefits, if any, that the ZoomInfo Tax Group is deemed to realize (calculated using certain assumptions) as a result of certain tax attributes and benefits covered by the tax receivable agreements. The Exchange Tax Receivable Agreement will provide for the payment by ZoomInfo Technologies Inc. to certain Pre-IPO OpCo Unitholders and certain Pre-IPO HoldCo Unitholders of 85% of the benefits, if any, that the ZoomInfo Tax Group is deemed to realize (calculated using certain assumptions) as a result of (i) the ZoomInfo Tax Group’s allocable share of existing tax basis acquired in this offering and (ii) increases in the ZoomInfo Tax Group’s allocable share of existing tax basis and tax basis adjustments that will increase the tax basis of the tangible and intangible assets of the ZoomInfo Tax Group as a result of sales or exchanges of OpCo Units for shares of Class A common stock after this offering, and certain other tax benefits, including tax benefits attributable to payments under the Exchange Tax Receivable Agreement. The Reorganization Tax Receivable Agreement will provide for the payment by ZoomInfo Technologies Inc. to Pre-IPO Blocker Holders and certain Pre-IPO HoldCo Unitholders of 85% of the benefits, if any, that the ZoomInfo Tax Group is deemed to realize (calculated using certain assumptions) as a result of the ZoomInfo Tax Group’s utilization of certain tax attributes of the Blocker Companies (including the ZoomInfo Tax Group’s allocable share of existing tax basis acquired in the Reorganization Transactions), and certain other tax benefits, including tax benefits attributable to payments under the Reorganization Tax Receivable Agreement. In each case, these increases in existing tax basis and the tax basis adjustments generated over time may increase (for tax purposes) depreciation and amortization deductions and, therefore, may reduce the amount of tax that the ZoomInfo Tax Group would otherwise be required to pay in the future. Actual tax benefits realized by the ZoomInfo Tax Group may differ from tax benefits calculated under the tax receivable agreements as a result of the use of certain assumptions in the tax receivable agreements, including the use of an assumed weighted-average state and local income tax rate to calculate tax benefits. This payment obligation is an obligation of ZoomInfo Technologies Inc. and not of ZoomInfo OpCo. See “Certain Relationships and Related Person Transactions—Tax Receivable Agreements.”

ZoomInfo OpCo expects to use the proceeds it receives through ZoomInfo HoldCo from this offering to redeem and cancel all outstanding Series A Preferred Units, to repay our second lien term loans, and for general corporate purposes. See “Use of Proceeds” and “Certain Relationships and Related Person Transactions—Purchase of OpCo Units and HoldCo Units.”

We refer to the foregoing transactions as the “Offering Transactions.”

As a result of the transactions described above:

- the investors in this offering will collectively own shares of our Class A common stock (or shares of Class A common stock if the underwriters exercise in full their option to purchase additional shares of Class A common stock);

- the Pre-IPO OpCo Unitholders will hold OpCo Units, the Pre-IPO HoldCo Unitholders will hold HoldCo Units, and the Continuing Class P Unitholders will hold Class P Units (or OpCo Units, HoldCo Units, and Class P Units if the underwriters exercise in full their option to purchase additional shares of Class A common stock);
- the Pre-IPO Blocker Holders will hold shares of our Class C common stock (or shares of our Class C common stock if the underwriters exercise in full their option to purchase additional shares of Class A common stock);
- ZoomInfo Technologies Inc. will hold HoldCo Units (or HoldCo Units if the underwriters exercise in full their option to purchase additional shares of Class A common stock);
- ZoomInfo HoldCo will hold OpCo Units (or OpCo Units if the underwriters exercise in full their option to purchase additional shares of Class A common stock);
- the investors in this offering will collectively have % of the voting power in ZoomInfo Technologies Inc. (or % if the underwriters exercise in full their option to purchase additional shares of Class A common stock);
- the Pre-IPO OpCo Unitholders and the Pre-IPO HoldCo Unitholders, as holders of all of the outstanding shares of Class B common stock, will have % of the voting power in ZoomInfo Technologies Inc. (or % if the underwriters exercise in full their option to purchase additional shares of Class A common stock); and
- the Pre-IPO Blocker Holders, as holders of all of the outstanding shares of Class C common stock, will have % of the voting power in ZoomInfo Technologies Inc. (or % if the underwriters exercise in full their option to purchase additional shares of Class A common stock).

USE OF PROCEEDS

We estimate that the net proceeds to ZoomInfo Technologies Inc. from this offering at an assumed initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, after deducting the estimated underwriting discount, will be approximately $ million (or $ million if the underwriters exercise in full their option to purchase additional shares of Class A common stock). A $1.00 increase or decrease in the assumed initial public offering price of $ per share would increase or decrease, as applicable, the net proceeds to ZoomInfo Technologies Inc. from this offering by approximately $ million, assuming the number of shares offered by us remains the same as set forth on the cover page of this prospectus and after deducting the estimated underwriting discount. An increase or decrease of 1,000,000 shares in the expected number of shares to be sold in the offering, assuming no change in the assumed initial offering price per share, would increase or decrease, as applicable, the net proceeds to ZoomInfo Technologies Inc. from this offering by approximately $ million. ZoomInfo OpCo will bear or reimburse ZoomInfo Technologies Inc. for all of the expenses payable by it in this offering. We estimate these offering expenses (excluding the underwriting discount) will be approximately $ million.

ZoomInfo Technologies Inc. intends to use all of the net proceeds from this offering (including from any exercise by the underwriters of their option to purchase additional shares of Class A common stock):

- to purchase newly issued HoldCo Units from ZoomInfo HoldCo for approximately $ million (which remains unchanged if the underwriters exercise in full their option to purchase additional shares of Class A common stock), which in turn will purchase the same number of newly issued OpCo Units from ZoomInfo OpCo;
- to purchase OpCo Units from certain Pre-IPO OpCo Unitholders for approximately $ million (or OpCo Units for $ million if the underwriters exercise in full their option to purchase additional shares of Class A common stock);
- to purchase HoldCo Units from certain Pre-IPO HoldCo Unitholders for approximately $ thousand (or HoldCo Units for $ thousand if the underwriters exercise in full their option to purchase additional shares of Class A common stock); and
- to fund $ million of merger consideration payable to certain Pre-IPO Blocker Holders in connection with the Blocker Mergers (or $ million if the underwriters exercise in full their option to purchase additional shares of Class A common stock).

The foregoing purchases of HoldCo Units and OpCo Units will be made at a price per unit equal to the public offering price per share of Class A common stock in this offering, less the underwriting discount. Upon each purchase of HoldCo Units or OpCo Units, the corresponding shares of Class B common stock will be canceled. The number of outstanding OpCo Units of ZoomInfo OpCo will equal the aggregate number of outstanding shares of Class A common stock, Class B common stock, and Class C common stock. See “Organizational Structure—Offering Transactions” and “Certain Relationships and Related Person Transactions—Purchase of OpCo Units and HoldCo Units.”

We will only retain the net proceeds that are used to purchase newly issued HoldCo Units from ZoomInfo HoldCo which will, in turn, be used to purchase newly issued OpCo Units from ZoomInfo OpCo. We will not retain any of the net proceeds used to purchase OpCo Units from the Pre-IPO OpCo Unitholders, to purchase HoldCo Units from the Pre-IPO HoldCo Unitholders, or to fund merger consideration for the Blocker Mergers. See “Certain Relationships and Related Person Transactions—Purchase of OpCo Units and HoldCo Units.”

ZoomInfo OpCo expects to use the proceeds it receives through ZoomInfo HoldCo from this offering:

- to redeem and cancel all outstanding Series A Preferred Units for approximately $ million, including accumulated but unpaid distributions and related prepayment premiums ;
- to repay the entire aggregate principal amount of our second lien term loans, totaling approximately $ million, including related prepayment premiums and accrued interest ; and

- for general corporate purposes.

The second lien term loans provided for by our second lien credit agreement mature on February 1, 2027. Borrowings under the second lien credit agreement, for which Morgan Stanley Senior Funding, Inc. acts as administrative agent and collateral agent, bear interest at a rate per annum equal to, at our option, either (A) a LIBOR rate determined by reference to the Reuters LIBOR rate for dollar deposits with a term equivalent to the interest rate relevant to such borrowing, as adjusted by reserve percentages established by the Federal Reserve (subject to a floor of 0.00%), plus an applicable margin or (B) a base rate determined by reference to the highest of (i) 0.50% above the federal funds effective rate, (ii) the rate of interest established by the administrative agent as its “prime rate,” (iii) 1.0% above the adjusted LIBOR rate for dollar deposits with a one-month term commencing that day and (iv) 1.00% per annum, plus an applicable margin. We may prepay, in full or in part, borrowings under the second lien credit agreement, subject to notice requirements, minimum prepayment amounts, and increment limitations. If any prepayment of loans is made after February 1, 2020 but on or before February 1, 2021, a premium of 1.00% is required to be paid. See “Description of Certain Indebtedness—Second Lien Credit Agreement”.

We will not retain any of the net proceeds used to purchase OpCo Units from Pre-IPO OpCo Unitholders, to purchase HoldCo Units from Pre-IPO HoldCo Unitholders or to fund merger consideration for the Blocker Mergers.

If the net proceeds from this offering are greater than the estimated net proceeds set forth herein, we expect to use the additional proceeds to purchase and cancel additional OpCo Units and HoldCo from the pre-IPO owners at a price per OpCo Unit or HoldCo Unit equal to the public offering price per share of Class A common stock in this offering, less the underwriting discount. If the net proceeds of this offering are less than the estimated net proceeds set forth herein, we expect to purchase and cancel fewer OpCo Units and HoldCo Units from pre-IPO owners.

DIVIDEND POLICY

We have no current plans to pay dividends on our Class A common stock or Class C common stock. Holders of our Class B common stock do not have any right to receive dividends, or to receive a distribution upon a liquidation, dissolution, or winding up of ZoomInfo Technologies Inc., with respect to their Class B common stock. The declaration, amount, and payment of any future dividends on shares of Class A common stock or Class C common stock will be at the sole discretion of our board of directors, and we may reduce or discontinue entirely the payment of such dividends at any time. Our board of directors may take into account general and economic conditions, our financial condition and operating results, our available cash and current and anticipated cash needs, capital requirements, contractual, legal, tax, and regulatory restrictions and implications on the payment of dividends by us to our stockholders or by our subsidiaries to us, and such other factors as our board of directors may deem relevant.

ZoomInfo Technologies Inc. is a holding company and has no material assets other than its ownership of HoldCo Units. ZoomInfo HoldCo is a holding company and has no material assets other than its ownership of OpCo Units. The limited liability company agreement of ZoomInfo OpCo that will be in effect at the time of this offering provides that certain distributions to cover the taxes of the ZoomInfo Tax Group and the other holders of OpCo Units and Class P Units will be made based upon assumed tax rates and other assumptions provided in the limited liability company agreement. See “Certain Relationships and Related Person Transactions—ZoomInfo OpCo Amended and Restated Limited Liability Company Agreement.” Additionally, in the event ZoomInfo Technologies Inc. declares any cash dividend, we intend to cause ZoomInfo HoldCo to cause ZoomInfo OpCo to make distributions to ZoomInfo HoldCo, which in turn will make distributions to ZoomInfo Technologies Inc., in an amount sufficient to cover such cash dividends declared by us. If ZoomInfo OpCo makes such distributions to ZoomInfo HoldCo and ZoomInfo HoldCo makes such distributions to ZoomInfo Technologies Inc., the other holders of OpCo Units, HoldCo Units, and certain Class P Units will also be entitled to receive the respective equivalent pro rata distributions in accordance with the percentages of their respective limited liability company interests.

We anticipate that cash received by ZoomInfo HoldCo may, in certain periods, exceed its liabilities, including tax liabilities, and obligations to make payments under the tax receivable agreements. We expect that ZoomInfo HoldCo will use any such excess cash from time to time to acquire additional newly issued OpCo Units from ZoomInfo OpCo at a per unit price determined by reference to the market value of the Class A common stock; to pay dividends, which may include special dividends, on its Class A common stock and Class C common stock; to fund repurchases of its Class A common stock; or any combination of the foregoing. Our board of directors, in its sole discretion, will make any determination with respect to the use of any such excess cash. We also expect, if necessary, to undertake ameliorative actions, which may include pro rata or non-pro rata reclassifications, combinations, subdivisions, or adjustments of outstanding OpCo Units, or declare a stock dividend on our Class A common stock and Class C common stock of an aggregate number of additional newly issued shares that corresponds to the number of additional OpCo Units that ZoomInfo HoldCo is acquiring, to maintain one-to-one parity between OpCo Units and shares of Class A common stock, Class B common stock, and Class C common stock. See “Risk Factors—Risks Related to Our Organizational Structure—ZoomInfo Technologies Inc. is a holding company, its only material asset after completion of this offering will be its interest in ZoomInfo HoldCo, which is a holding company whose only material asset after the completion of this offering will be its interest in ZoomInfo OpCo, and ZoomInfo Technologies Inc. is accordingly dependent upon distributions from ZoomInfo OpCo through ZoomInfo HoldCo to pay taxes, make payments under the tax receivable agreements, and pay dividends.”

The agreements governing our secured credit facilities contain a number of covenants that restrict, subject to certain exceptions, certain of our subsidiaries’ ability to pay dividends to us. See “Description of Certain Indebtedness.”

Any financing arrangements that we enter into in the future may include restrictive covenants that limit our ability to pay dividends. In addition, ZoomInfo OpCo is generally prohibited under Delaware law from making a distribution to a member to the extent that, at the time of the distribution, after giving effect to the distribution, liabilities of ZoomInfo OpCo (with certain exceptions) exceed the fair value of its assets. Subsidiaries of ZoomInfo OpCo are generally subject to similar legal limitations on their ability to make distributions to ZoomInfo OpCo.

Since its formation in November 2019, ZoomInfo Technologies Inc. has not paid any dividends to holders of its outstanding common stock. In 2018 and 2019 and during the three months ended March, 31, 2020, ZoomInfo OpCo made cash distributions to equity partners in an aggregate amount of $93.4 million , $16.5 million and $5.0 million , respectively.

CAPITALIZATION

The following table sets forth our consolidated cash and cash equivalents and capitalization as of March 31, 2020:

- on a historical basis; and
- on a pro forma basis giving effect to the transactions described under "Unaudited Pro Forma Combined and Consolidated Financial Information," including the sale by us of shares of Class A common stock in this offering at an assumed initial public offering price of $ per share (which is the midpoint of the range set forth on the cover page of this prospectus) and the application of the proceeds therefrom as described in "Use of Proceeds."

Cash and cash equivalents are not components of our total capitalization. You should read this table together with the other information contained in this prospectus, including "Organizational Structure," "Use of Proceeds," "Unaudited Pro Forma Combined and Consolidated Financial Information," "Management's Discussion and Analysis of Financial Condition and Results of Operations," and our historical financial statements and related notes thereto included elsewhere in this prospectus.

	March 31, 2020	
($ in millions, except share amounts)	**ZoomInfo OpCo Actual**	**ZoomInfo Technologies Inc. Pro Forma**(1)
Cash and cash equivalents	$ 63.0	$
Debt:		
First lien revolving credit facility(2)	$ 35.0	$
First lien term loans(3)	841.5	
Second lien term loans(4)	362.3	
Total debt	1,238.8	
Series A Preferred Units(5)	200.2	200.2
Equity:		
Members' equity (deficit)	(207.4)	(207.4)
Class A common stock, $0.01 par value per share, 1,000 shares authorized and no shares issued and outstanding, actual; and shares authorized and shares issued and outstanding on a pro forma basis	—	
Class B common stock, $0.01 par value per share, 1,000 shares authorized and 100 shares issued and outstanding, actual; and shares authorized and shares issued and outstanding on a pro forma basis(6)	—	
Class C common stock, $0.01 par value per share, no shares authorized and no shares issued and outstanding, actual; and shares authorized and shares issued and outstanding on a pro forma basis(7)	—	
Additional paid-in capital	—	
Retained earnings (accumulated deficit)		
Accumulated other comprehensive income (loss)	(12.7)	
Non-controlling interest	—	
Total equity	(220.1)	(207.4)
Total capitalization	$ 1,218.9	$ (7.2)

(1) To the extent we change the number of shares of Class A common stock sold by us in this offering from the shares we expect to sell or we change the initial public offering price from the $ per share assumed initial public offering price, representing the midpoint of the price range set forth on the cover page of this prospectus, or any combination of these events occurs, the net proceeds to us from this offering and each of as adjusted total equity and total capitalization may increase or decrease. A $1.00 increase (decrease) in the assumed initial public

offering price per share, assuming no change in the number of shares to be sold, would increase (decrease) the net proceeds that we receive in this offering and each of as adjusted total stockholders' equity and total capitalization by approximately $ million. An increase (decrease) of 1,000,000 shares in the expected number of shares to be sold in the offering, assuming no change in the assumed initial offering price per share, would increase (decrease) our net proceeds from this offering and our as adjusted total equity and total capitalization by approximately $ million. If the underwriters exercise in full their option to purchase additional shares of Class A common stock, the as adjusted amount of each of cash, additional paid-in capital, total equity, and total capitalization would increase by approximately $ million, after deducting the underwriting discount, and we would have shares of our Class A common stock issued and outstanding, as adjusted.

(2) As of March 31, 2020, we had drawn down $35.0 million against our $100.0 million first lien revolving credit facility. As of March 31, 2020, there were no outstanding letters of credit under our first lien revolving credit facility. For a further description of our first lien credit agreement, see "Description of Certain Indebtedness."

(3) Represents the aggregate face amount of our first lien term loans, including current portion. Our first lien term loans mature on February 1, 2026. For a further description of our first lien credit agreement, see "Description of Certain Indebtedness."

(4) Represents the aggregate face amount of our second lien term loans. Our second lien term loans mature on February 1, 2027. As of March 31, 2020, a payment of $ 377.0 million would have been required to be made to repay all borrowings under our second lien term loans, including $ 3.7 million of prepayment premiums and $3.3 million of accrued interest. For a further description of our second lien credit agreement, see "Description of Certain Indebtedness."

(5) As of March 31, 2020, $239.6 million aggregate liquidation preference of Series A Preferred Units was outstanding, with respect to which there were $32.6 million of accrued but unpaid distributions. As of March 31, 2020, the aggregate redemption price, including applicable premium and redemption price adjustments of $ 44.3 million , for the Series A Preferred Units would have been $283.9 million .

(6) The shares of Class B common stock will have no economic rights but each share will entitle the holder to ten votes (for so long as the aggregate number of outstanding shares of our Class B common stock and Class C common stock represents at least 5% of the aggregate number of our outstanding shares of common stock, and thereafter, one vote per share) on all matters on which stockholders of ZoomInfo Technologies Inc. are entitled to vote generally.

(7) The shares of Class C common stock will have the same economic rights as shares of Class A common stock, but each share will entitle the holder to ten votes (for so long as the aggregate number of outstanding shares of our Class B common stock and Class C common stock represents at least 5% of the aggregate number of our outstanding shares of common stock, and thereafter, one vote per share upon the automatic conversion of our Class C common stock into shares of Class A common stock) on all matters on which stockholders of ZoomInfo Technologies Inc. are entitled to vote generally.

DILUTION

If you invest in shares of our Class A common stock in this offering, your investment will be immediately diluted to the extent of the difference between the initial public offering price per share of Class A common stock and the pro forma net tangible book value per share of Class A common stock after this offering. Dilution results from the fact that the per share offering price of the shares of Class A common stock is substantially in excess of the pro forma net tangible book value per share attributable to our pre-IPO owners.

Our pro forma net tangible book deficit as of March 31, 2020 was approximately $ million, or $ per share of Class A common stock. Pro forma net tangible book value represents the amount of total tangible assets less total liabilities. Pro forma net tangible book value per share of Class A common stock represents pro forma net tangible book value divided by the number of shares of Class A common stock outstanding, after giving effect to the Reorganization Transactions and assuming that all Pre-IPO OpCo Unitholders and Pre-IPO HoldCo Unitholders exchanged their OpCo Units and HoldCo Units, as applicable, for newly issued shares of Class A common stock on a one-to-one basis and all Pre-IPO Blocker Holders converted their shares of Class C common stock into an equal number of shares of Class A common stock.

After giving effect to the transactions described under "Unaudited Pro Forma Combined and Consolidated Financial Information," including the application of the proceeds from this offering as described in "Use of Proceeds," our pro forma net tangible book deficit as of March 31, 2020 would have been $ million, or $ per share of Class A common stock. This represents an immediate increase in net tangible book value (or a decrease in net tangible book deficit) of $ per share of Class A common stock to our pre-IPO owners and an immediate dilution in net tangible book value of $ per share of Class A common stock to investors in this offering.

The following table illustrates this dilution on a per share of Class A common stock basis assuming the underwriters do not exercise their option to purchase additional shares of Class A common stock:

Assumed initial public offering price per share of Class A common stock		$
Pro forma net tangible book value (deficit) per share of Class A common stock as of March 31, 2020	$	
Increase in pro forma net tangible book value per share of Class A common stock attributable to investors in this offering	$	
Pro forma net tangible book value (deficit) per share of Class A common stock after the offering		$
Dilution per share of Class A common stock to investors in this offering		$

Because the Pre-IPO OpCo Unitholders and the Pre-IPO HoldCo Unitholders do not own any Class A common stock or other economic interests in ZoomInfo Technologies Inc., we have presented dilution in pro forma net tangible book value per share of Class A common stock to investors in this offering assuming that all Pre-IPO OpCo Unitholders and Pre-IPO HoldCo Unitholders exchanged their OpCo Units and HoldCo Units, as applicable, for newly issued shares of Class A common stock on a one-to-one basis and all Pre-IPO Blocker Holders converted their shares of Class C common stock into an equal number of shares of Class A common stock in order to more meaningfully present the dilutive impact on the investors in this offering. The above table does not reflect the exchange of any Class P Units for shares of Class A common stock.

A $1.00 increase in the assumed initial public offering price of $ per share of our Class A common stock would increase our pro forma net tangible book value after giving effect to this offering by $ million, or by $ per share of our Class A common stock, assuming the number of shares offered by us remains the same and after deducting the estimated underwriting discount. A $1.00 decrease in the assumed initial public offering price per share would result in equal changes in the opposite direction.

The following table summarizes, on the same pro forma basis as of March 31, 2020, the total number of shares of Class A common stock purchased from us, the total cash consideration paid to us, and the average price per share of Class A common stock paid by our pre-IPO owners and by new investors purchasing shares of Class A common stock in this offering, assuming that all Pre-IPO OpCo Unitholders and Pre-IPO HoldCo Unitholders exchanged their OpCo Units or HoldCo Units for newly issued shares of our Class A common stock on a one-to-one basis and all Pre-IPO Blocker Holders converted their shares of Class C common stock into an equal number of shares of Class A common stock. The following table does not reflect the exchange of any Class P Unit for a share of Class A common stock.

	Shares of Class A Common Stock Purchased		Total Consideration		Average Price Per Share of Class A common stock
	Number	Percent	Amount	Percent	
			(in millions)		
Pre-IPO owners		%	$	%	$
Investors in this offering		%	$	%	$
Total	—	100.0 %	$	100.0 %	$

Each $1.00 increase in the assumed offering price of $ per share of our Class A common stock would increase total consideration paid by investors in this offering by $ million, assuming the number of shares offered by us remains the same. A $1.00 decrease in the assumed initial public offering price per share of our Class A common stock would result in equal changes in the opposite direction.

If the underwriters' option to purchase additional shares is exercised in full, the number of shares held by new investors will be increased to , or approximately % of the total number of shares of Class A common stock.

In addition, subject to certain limitations and exceptions, the holders of Class P Units, which have a weighted-average per unit participation threshold (*i.e.*, the strike price) of $ per Class P Unit, will be able to exchange their Class P Units into shares of our Class A common stock, as described in "Organizational Structure—Reclassification and Amendment and Restatement of Limited Liability Company Agreement of ZoomInfo OpCo" and "Certain Relationships and Related Person Transactions—ZoomInfo OpCo Amended and Restated Limited Liability Company Agreement."

The dilution information above is for illustrative purposes only. Our net tangible book value following the consummation of this offering is subject to adjustment based on the actual initial public offering price of our shares of Class A common stock and other terms of this offering determined at pricing.

UNAUDITED PRO FORMA COMBINED AND CONSOLIDATED FINANCIAL INFORMATION

The following unaudited pro forma combined and consolidated statement of operations for the year ended December 31, 2019 and the three months ended March 31, 2020 and the unaudited pro forma consolidated balance sheet as of March 31, 2020 give pro forma effect to the Zoom Information Acquisition, the Reorganization Transactions, and the Offering Transactions (collectively, the “Transactions”).

The pro forma adjustments related to the Zoom Information Acquisition are described in the notes to the unaudited pro forma combined and consolidated statement of operations for the year ended December 31, 2019 and primarily include:

- the issuance of the first lien and second lien term loans to fund the Zoom Information Acquisition and refinancing our pre-existing term loans; and
- the amortization of acquired intangibles and acquisition-related unearned revenue adjustments.

The pro forma adjustments related to the Reorganization Transactions are described in the notes to the unaudited pro forma combined and consolidated financial information and primarily include:

- the amendment and restatement of ZoomInfo Technologies Inc.’s certificate of incorporation to, among other things, (i) provide for Class A, Class B, and Class C common stock and (ii) issue shares of Class B common stock to the Pre-IPO OpCo Unitholders and the Pre-IPO HoldCo Unitholders equal to the number of OpCo Units and HoldCo Units they own, respectively;
- the Blocker Mergers and the issuance of shares of Class C common stock to the Pre-IPO Blocker Holders;
- the approximate % non-controlling interest in ZoomInfo OpCo represented by OpCo Units not held by ZoomInfo HoldCo after the completion of the Reorganization Transactions and prior to the Offering Transactions;
- the approximate % non-controlling interest in ZoomInfo HoldCo represented by HoldCo Units not held by ZoomInfo Technologies Inc. after the completion of the Reorganization Transactions and prior to the Offering Transactions; and
- the execution of the tax receivable agreements and recognition of the related payable under such agreements.

The pro forma adjustments related to the Offering Transactions are described in the notes to the unaudited pro forma combined and consolidated financial information and primarily include:

- the issuance of shares of our Class A common stock in this offering and the receipt of net proceeds of approximately $ million, based on the initial public offering price of $ per share, which is the midpoint of the range on the front cover of this prospectus, after deducting the underwriting discount and estimated unpaid offering expenses;
- the redemption of all 207.00 million outstanding Series A Preferred Units for $; and
- the payment of $ million to repay all amounts outstanding under our second lien term loans, which includes related prepayment premiums of approximately $ million and accrued interest of approximately $ million.

The unaudited pro forma combined and consolidated statement of operations for the year ended December 31, 2019 gives pro forma effect to the Transactions as if they had occurred on January 1, 2019. The unaudited pro forma combined and consolidated statement of operations for the three months ended March 31, 2020 gives pro forma effect to the Reorganization Transactions and the Offering Transactions as if they had occurred on January 1, 2019. The unaudited pro forma consolidated balance sheet as of March 31, 2020 gives effect to the Reorganization Transactions and the Offering Transactions as if they had occurred on March 31, 2020.

ZoomInfo OpCo's historical consolidated financial information has been derived from its consolidated financial statements and accompanying notes included elsewhere in this prospectus. Pre-Acquisition ZI's historical consolidated financial information has been derived from its consolidated financial statements and accompanying notes included elsewhere in this prospectus. ZoomInfo Technologies Inc. was formed on November 14, 2019 and will have no material assets or results of operations until the completion of this offering. Therefore, its historical financial information is not included in the unaudited pro forma combined and consolidated financial information.

The unaudited pro forma combined and consolidated financial information was prepared in accordance with Article 11 of Regulation S-X, using the assumptions set forth in the notes to the unaudited pro forma combined and consolidated financial information. The unaudited pro forma combined and consolidated financial information has been adjusted to give effect to events that are (i) directly attributable to the Transactions, (ii) factually supportable, and (iii) expected to have a continuing impact on the statement of operations.

As a public company, we will be implementing additional procedures and processes for the purpose of addressing the standards and requirements applicable to public companies. We expect to incur additional annual expenses related to these steps and, among other things, additional directors' and officers' liability insurance, director fees, reporting requirements of the SEC, transfer agent fees, hiring additional accounting, legal, and administrative personnel, increased auditing and legal expenses, and other related costs. Due to the scope and complexity of these activities, the amount of these costs could increase or decrease materially and would be based on subjective estimates and assumptions that could not be factually supported. We have not included any pro forma adjustments related to these costs.

The unaudited pro forma combined and consolidated financial information is provided for informational purposes only and is not necessarily indicative of the operating results that would have occurred if the Transactions had been completed as of the dates set forth above, nor is it indicative of our future results. The unaudited pro forma combined and consolidated financial information also does not give effect to the potential impact of any anticipated synergies, operating efficiencies, or cost savings that may result from the Transactions or any integration costs that do not have a continuing impact.

The unaudited pro forma combined and consolidated financial information should be read together with "Organizational Structure," "Capitalization," "Selected Historical Consolidated Financial Data," "Management's Discussion and Analysis of Financial Condition and Results of Operations," and our historical financial statements and related notes thereto and the historical financial statements of Pre-Acquisition ZI and related notes thereto, each included elsewhere in this prospectus.

UNAUDITED PRO FORMA COMBINED AND CONSOLIDATED STATEMENT OF OPERATIONS
For the Year Ended December 31, 2019
($ in millions, except per share data)

	Historical		Pro Forma Adjustments			
	ZoomInfo OpCo[a]	Pre-Acquisition ZI[b]	Zoom Information Acquisition[c]	Reorganization Transactions	Offering Transactions	Pro Forma Combined
Revenue	$ 293.3	$ 9.7	$ 31.6	$	$	$
Cost of service:						
Cost of service	43.6	0.3	—		(n)	
Amortization of acquired technology	25.0	0.6	1.2			
Gross profit	224.7	8.8	30.4			
Operating expenses:						
Sales and marketing	90.2	3.5	(0.1)		(n)	
Research and development	30.1	1.7	(0.1)		(n)	
General and administrative	35.1	1.7	(0.1)		(n)	
Amortization of other acquired intangibles	17.6	0.2	0.8			
Restructuring and transaction-related expenses	15.6	—	(1.2)			
Income (loss) from operations	36.1	1.7	31.1			
Interest expense, net	102.4	1.0	8.0		(f)	
Loss on debt extinguishment	18.2	—	—			
Other income, net	—	—	—			
Income (loss) before income taxes	(84.5)	0.7	23.1			
Provision for (benefit from) income taxes[d]	6.5	0.1	(2.0)			
Net income (loss)	$ (78.0)	$ 0.8	$ 21.1			
Less: Net income (loss) attributable to the non-controlling interest				(e)	(e)	
Net income (loss) attributable to ZoomInfo Technologies Inc.				$	$	$
Net income (loss) per Class A and Class C shares–basic and diluted[g][h]						$
Shares used in basic and diluted per share calculations[g][h]						

See accompanying notes to unaudited pro forma combined and consolidated financial information.

UNAUDITED PRO FORMA COMBINED AND CONSOLIDATED
STATEMENT OF OPERATIONS
For the Three Months Ended March 31, 2020
($ in millions, except per share data)

		Pro Forma Adjustments		
	ZoomInfo OpCo[a]	Reorganization Transactions	Offering Transactions	Pro Forma Combined
Revenue	$ 102.2	$	$	$
Cost of service:				
Cost of service	14.8			
Amortization of acquired technology	5.6		(n)	
Gross profit	81.8			
Operating expenses:				
Sales and marketing	34.1		(n)	
Research and development	9.9		(n)	
General and administrative	10.0		(n)	
Amortization of other acquired intangibles	4.6			
Restructuring and transaction-related expenses	2.9			
Income (loss) from operations	20.3			
Interest expense, net	24.5		(f)	
Loss on debt extinguishment	2.2			
Other income, net	(0.1)			
Income (loss) before income taxes	(6.3)			
Provision for (Benefit from) income taxes[d]	0.4			
Net income (loss)	$ (5.9)			
Less: Net income (loss) attributable to the non-controlling interest		(e)	(e)	
Net income attributable to ZoomInfo Technologies Inc.				
Net income (loss) per Class A and Class C shares–basic and diluted[g][h]				
Shares used in basic per share calculations[g][h]				

See accompanying notes to unaudited pro forma combined and consolidated financial information.

UNAUDITED PRO FORMA CONSOLIDATED BALANCE SHEET
As of March 31, 2020
($ millions, except share amounts)

		Pro Forma Adjustments				
	ZoomInfo OpCo[a]	Reorganization Transactions		Offering Transactions		Pro Forma Consolidated
Assets						
Current assets:						
Cash and cash equivalents	$ 63.0	$		$	(l)	$
Restricted cash	1.1					
Accounts receivable	83.1					
Prepaid expenses and other current assets	13.5				(m)	
Deferred costs	8.0					
Income tax receivable	4.1					
Related party receivable						
Total current assets	172.8					
Property and equipment, net	25.1					
Operating lease right-of-use assets, net	36.0					
Other assets:						
Intangible assets, net	360.4					
Goodwill	966.8					
Deferred costs, net of current portion	16.8					
Total assets	1,577.9					
Liabilities, Series A Preferred Units, and Equity						
Current liabilities:						
Accounts payable	13.4				(l)	
Accrued expenses and other current liabilities	39.7				(l)	
Unearned revenue, current portion	172.2					
Income taxes payable	0.3					
Related party payable	—					
Current portion of lease liabilities	4.2					
Current portion of long-term debt	8.7					
Total current liabilities	238.5					
Unearned revenue, net of current portion	1.0					
Operating lease liabilities, net of current portion	39.5					
Long-term debt, net of current portion	1,230.1				(l)	
Deferred tax liabilities	82.7		(i)			
Liabilities under the tax receivable agreements[j]	—					
Other long-term liabilities	6.0					
Total liabilities	1,597.8					

		Pro Forma Adjustments				
	ZoomInfo OpCo[(a)]	Reorganization Transactions		Offering Transactions		Pro Forma Consolidated
Series A Preferred Units	$ 200.2				(l)(o)	
Members’ equity (deficit)	(207.4)		(k)			
Class A common stock, par value $0.01 per share	—				(o)	
Class B common stock, par value $0.01 per share	—		(k)			
Class C common stock, par value $0.01 per share	—		(k)			
Additional paid-in capital	—		(i)(k)		(m)(o)	
Retained earnings (accumulated deficit)	—				(l)(n)	
Accumulated other comprehensive income (loss)	(12.7)					
Non-controlling interest	—		(e)		(e)(k)	
Total equity	(220.1)					
Total liabilities, Series A Preferred Units, and Members' Deficit	$ 1,577.9	$		$		$

See accompanying notes to unaudited pro forma combined and consolidated financial information.

Notes to Unaudited Pro Forma Combined and Consolidated Financial Information

(a) ZoomInfo Technologies Inc. was formed on November 14, 2019, and will have no results of operations until the completion of this offering. Therefore, its historical results of operations are not shown in a separate column in the unaudited pro forma combined and consolidated statements of operations or balance sheet.

(b) Pre-Acquisition ZI's financial statements presented in the unaudited pro forma combined and consolidated statement of operations for the year ended December 31, 2019 reflect the historical results of operations for the period from January 1, 2019 through January 31, 2019. The operating results of Pre-Acquisition ZI from the February 1, 2019 date of the Zoom Information Acquisition have been included in our historical results of operations for the year ended December 31, 2019. Certain reclassifications have been made to align the financials of Pre-Acquisition ZI to those of ZoomInfo OpCo as follows:

($ in millions)	Pre-Acquisition ZI	Reclassifications	Pre-Acquisition ZI as Adjusted
Cost of service / revenue	$ 0.9	$ (0.6)	$ 0.3
Amortization of acquired technology	—	0.6	0.6
Sales and marketing	3.3	0.2	3.5
Research and development	1.7	—	1.7
General and administrative	1.6	0.1	1.7
Depreciation and amortization	0.5	(0.5)	—
Amortization of other acquired intangibles		0.2	0.2

(c) In accordance with the rules of Article 11 of Regulation S-X, the following pro forma adjustments were made relating to the Zoom Information Acquisition:

(1) The adjustment to revenue represents the removal of the fair value adjustments to historical Pre-Acquisition ZI's unearned revenue. The adjustment is removed because it will not have a continuing impact on the financial results of the combined company.

(2) The adjustment to amortization of acquired technology and amortization of intangible assets represents the incremental amortization expense resulting from the allocation of purchase consideration to definitive-lived intangible assets subject to amortization.

(3) Operating expenses were adjusted to recognize an increase in depreciation expense resulting from the fair value adjustments to acquired property and equipment.

(4) The adjustment to interest expense reflects (x) the elimination of interest expense incurred by Pre-Acquisition ZI related to the long-term debt included in Pre-Acquisition ZI's historical financial statements, which was paid in full at the time of the Zoom Information Acquisition, and (y) the addition of interest expense as a result of borrowing $865.0 million under our first lien term loan facility and $370.0 million under our second lien term loan facility associated with the acquisition of Pre-Acquisition ZI and a refinancing of the term loans included in ZoomInfo OpCo's historical financial statements, in each case as if the borrowings had occurred on January 1, 2019. Borrowings under our first lien term loan facility bear interest at LIBOR plus the applicable rate of 4.5% and borrowings under our second lien term loan facility bear interest at LIBOR plus the applicable rate of 8.5%. If the interest rates differed from the rates used in the pro forma interest expense by 0.125%, the pro forma interest expense adjustment would have increased or decreased by approximately $130,000.

(5) Direct, incremental transaction costs related to the Zoom Information Acquisition, which are reflected in our consolidated results of operations for the year ended December 31, 2019, are removed from restructuring and transaction related expenses as they will not have a continuing impact on the financial results of the combined company.

(d) ZoomInfo OpCo is a limited liability company and is treated as a partnership for U.S. federal and most applicable state and local income tax purposes. As a result, it is not liable for U.S. federal or state and local income taxes in most jurisdictions in which we operate, and the income, expenses, gains and losses are reported on the returns of its members. It is subject to local income tax in certain jurisdictions in which it is not treated like a partnership, where it pays income taxes. Following the Reorganization Transactions, ZoomInfo Technologies Inc. will be subject to U.S. federal income taxes, in addition to state and local taxes. We have determined it is more likely than not that the tax benefits associated with the deferred tax assets arising from the Reorganization Transactions and this offering will not be realized. As a result, the pro forma consolidated statements of operations do not reflect an adjustment for deferred tax benefits.

(e) Upon completion of the Reorganization Transactions, ZoomInfo Technologies Inc. will become the sole managing member of ZoomInfo HoldCo, which in turn will become the sole managing member of ZoomInfo OpCo. As a result, ZoomInfo Technologies Inc. will initially own approximately % of the economic interest in ZoomInfo HoldCo, but will have 100% of the voting power and control the management of ZoomInfo HoldCo, and ZoomInfo HoldCo will initially own approximately % of the economic interest in ZoomInfo OpCo, but will have 100% of the voting power and control the management of ZoomInfo OpCo. Immediately following the Reorganization Transactions, the ownership percentage held by the non-controlling interest and the net loss attributable to the non-controlling interest will represent approximately % of net loss before the provision for income taxes.

Upon completion of the Reorganization and Offering Transactions, ZoomInfo Technologies Inc. will own approximately % of the economic interest in ZoomInfo HoldCo, and will retain 100% of the voting power and control the management of ZoomInfo HoldCo, and ZoomInfo HoldCo will own approximately % of the economic interest in ZoomInfo OpCo, and will retain 100% of the voting power and control the management of ZoomInfo OpCo. Immediately following the Offering Transactions, the ownership percentage held by the non-controlling interest and the net loss attributable to the non-controlling interest will represent approximately % of net loss before the provision for income taxes. These amounts have been determined based on an assumption that the underwriters' option to purchase additional shares of Class A common stock is not exercised. If the underwriters' option to purchase additional shares of Class A common stock is exercised, the ownership percentage held by the non-controlling interest would decrease to % .

Pro forma net income (loss) attributable to non-controlling interests as a result of the Reorganization Transaction is calculated as follows:

	Year Ended December 31,	Three Months Ended March 31,
	2019	2020
Historical net income (loss) from ZoomInfo OpCo	$ (78.0)	$ (5.9)
Historical net income from Pre-Acquisition ZI	0.8	—
Pro forma net income from Zoom Information Acquisition	21.1	—
Pro forma net income (loss) prior to the Reorganization Transactions	$ (56.1)	$ (5.9)
Non-controlling interest ownership immediately following the Reorganization Transactions	%	%
Net income (loss) attributable to non-controlling interests immediately following the Reorganization Transactions		

Pro forma net income (loss) attributable to non-controlling interests as a result of the Offering Transaction is calculated as follows:

	Year Ended December 31, 2019	Three Months Ended March 31, 2020
Pro forma net income (loss) prior to the Reorganization Transactions	$ (56.1)	$ (5.9)
Reduction in non-controlling interest ownership due to the Offering Transactions	$	$
Reduction in net income (loss) attributable to non-controlling interest due to the Offering Transactions	$	$
Pro forma adjustments to net income (loss) from the Offering Transactions		
Non-controlling interest ownership immediately following the Offering Transactions	%	%
Non-controlling interest in the pro forma adjustments to net income (loss) from the Offering Transactions	$	$
Total net income (loss) attributable to non-controlling interest immediately following the Offering Transactions	$	$

The pro forma change in non-controlling interest as a result of the Reorganization and Offering Transactions can be calculated as follows:

	Three Months Ended March 31, 2020
Historical Member’s equity (deficit)	$ (207.4)
Non-controlling interest ownership immediately following the Reorganization Transactions	%
Total member’s equity (deficit) allocable to non-controlling interest as a result of the Reorganization Transactions	$
Historical Member’s equity (deficit)	$ (207.4)
Reduction in non-controlling interest from the Offering Transactions	$
Change in historical member’s equity (deficit) allocable to non-controlling interest from the Offering Transactions	$
Pro forma retained earnings adjustment from the Offering Transactions	
Non-controlling interest ownership immediately following the Offering Transactions	%
Pro forma retained earnings adjustment allocable to non-controlling interest as a result of the Offering Transactions	$
Total member’s equity (deficit) allocable to non-controlling interest as a result of the Offering Transactions	$

(f) Reflects a reduction in interest expense of $ million and $ million for the year ended December 31, 2019 and three months ended March 31, 2020, respectively, including the related accretion of original issue discount and amortization of deferred financing costs, as a result of the repayment of the second lien term loans, as described in “Use of Proceeds,” as if such repayment occurred on January 1, 2019.

(g) The basic and diluted pro forma net income (loss) per share of Class A and Class C common stock represents net income (loss) attributable to ZoomInfo Technologies Inc. divided by the combination of million shares of Class C common stock owned by the Pre-IPO Blocker Holders after giving effect to the Reorganization Transactions and approximately million shares of Class A common stock sold in this offering, based on the initial public offering price of $ per share, which is the midpoint of the range on the front cover of this prospectus.

(h) The shares of Class B common stock do not share in our earnings and are therefore not included in the weighted-average shares outstanding or net loss per share.

(i) Following the Reorganization Transactions, we will be subject to U.S. federal income taxes, in addition to state and local taxes, with respect to our allocable share of any net taxable income of ZoomInfo OpCo, which will result in higher income taxes. As a result, the pro forma balance sheet reflects an adjustment to our taxes assuming the federal rates currently in effect and the highest statutory rates apportioned to each state and local jurisdiction.

The reduction of deferred tax liability of $ 2.0 million is related to state attribute utilization. No deferred tax assets related to (i) ZoomInfo Technologies Inc.'s investment in ZoomInfo OpCo or (ii) the future deductions attributable to payments under the tax receivable agreements as described in note (j) have been recorded as w e have determined it is more likely than not that the tax benefits associated with the deferred tax assets arising from the Reorganization Transactions and this offering will not be realized. As a result, we have recorded in the pro forma consolidated balance sheet a valuation allowance on all transaction-related deferred tax assets based on an analysis of the objective or subjective negative evidence.

(a) Prior to the completion of this offering, we will enter into two tax receivable agreements. We will enter into (i) the Exchange Tax Receivable Agreement with certain of our Pre-IPO OpCo Unitholders and (ii) the Reorganization Tax Receivable Agreement with the Pre-IPO Blocker Holders. These tax receivable agreements will provide for the payment by ZoomInfo Technologies Inc. to such pre-IPO owners and certain Pre-IPO HoldCo Unitholders of 85% of the benefits, if any, that the ZoomInfo Tax Group is deemed to realize (calculated using certain assumptions) as a result of certain tax attributes and benefits covered by the tax receivable agreements. The Exchange Tax Receivable Agreement will provide for the payment by ZoomInfo Technologies Inc. to certain Pre-IPO OpCo Unitholders and certain Pre-IPO HoldCo Unitholders of 85% of the benefits, if any, that the ZoomInfo Tax Group is deemed to realize (calculated using certain assumptions) as a result of (i) the ZoomInfo Tax Group's allocable share of existing tax basis acquired in this offering and (ii) increases in the ZoomInfo Tax Group's allocable share of existing tax basis and tax basis adjustments that will increase the tax basis of the tangible and intangible assets of the ZoomInfo Tax Group as a result of sales or exchanges of OpCo Units for shares of Class A common stock after this offering, and certain other tax benefits, including tax benefits attributable to payments under the Exchange Tax Receivable Agreement. The Reorganization Tax Receivable Agreement will provide for the payment by ZoomInfo Technologies Inc. to Pre-IPO Blocker Holders and certain Pre-IPO HoldCo Unitholders of 85% of the benefits, if any, that the ZoomInfo Tax Group is deemed to realize (calculated using certain assumptions) as a result of the ZoomInfo Tax Group's utilization of certain tax attributes of the Blocker Companies (including the ZoomInfo Tax Group's allocable share of existing tax basis acquired in the Reorganization Transactions), and certain other tax benefits, including tax benefits attributable to payments under the Reorganization Tax Receivable Agreement. See "Certain Relationships and Related Person Transactions—Tax Receivable Agreements." The tax receivable agreements will be accounted for as contingent liabilities, with amounts accrued when considered probable and reasonably estimable. We would record adjustments relating to the items described in clauses (i) and (iii) above, as follows:

(1) We would record an increase of $ million in deferred tax assets (or $ million if the underwriters exercise in full their option to purchase additional shares of Class A common stock) related to tax benefits from future deductions attributable to payments under the tax receivable agreements as a result of the Offering Transactions. We have determined, based on an analysis of the objective or subjective negative evidence, it is more likely than not that the tax benefits associated with the deferred tax assets arising from the Offering Transactions will not be realized. As a result, we have recorded in the pro forma consolidated balance sheet a valuation allowance on all transaction related deferred tax assets and have correspondingly reduced the liability recorded as a result of the tax receivable agreements.

(2) If not for the valuation allowance, we would record $ million in liabilities under the tax receivable agreements (or $ million if the underwriters exercise in full their option to purchase additional shares of Class A common stock) based on our estimate of the aggregate amount that we will pay to the pre-IPO owners under the tax receivable agreements as a result of the Offering Transactions.

(3) If not for the valuation allowance, we would record to additional paid-in capital of $ million, which is equal to the difference between the increase in deferred tax assets and the increase in liabilities under the tax receivable agreements as a result of the Offering Transactions.

Due to the uncertainty as to the amount and timing of future exchanges of the OpCo Units by the Pre-IPO OpCo Unitholders or the HoldCo Units by the Pre-IPO HoldCo Unitholders, as applicable, and as to the price per share of our Class A common stock at the time of any such exchanges, the unaudited pro forma combined and consolidated financial information does not assume that exchanges of OpCo Units or HoldCo Units have occurred. Therefore, no increases in tax basis in ZoomInfo Technologies Inc.'s assets or other tax benefits that may be realized as a result of any such future exchanges have been reflected in the unaudited pro forma combined and consolidated financial information. However, if all of the Pre-IPO OpCo Unitholders and the Pre-IPO HoldCo Unitholders were to exchange their OpCo Units and HoldCo Units (in each case, together with a corresponding number of shares of Class B common stock) , respectively, immediately following the completion of this offering, we would recognize an incremental deferred tax asset of approximately $ million and a non-current liability of approximately $ million based on our estimate of the aggregate amount that we will pay under the tax receivable agreements as a result of such future exchanges, assuming: (i) a price of $ per share (which is the midpoint of the public offering price range set forth on the cover page of this prospectus); (ii) a constant corporate tax rate of % (iii) that we will have sufficient taxable income to fully utilize the tax benefits; and (iv) no material changes in tax law. Assuming no change in the other assumptions, a $1.00 increase (decrease) in the assumed price per share would increase (decrease) the incremental deferred tax asset and non-current liability that we would recognize if all of the Pre-IPO OpCo Unitholders and the Pre-IPO HoldCo Unitholders were each to exchange all of their OpCo Units and HoldCo Units, respectively, immediately following the completion of this offering by approximately $ million and $ million, respectively. Assuming no change in the other assumptions, if all of the Pre-IPO OpCo Unitholders and the Pre-IPO HoldCo Unitholders were each to exchange only 50% (rather than all) of their OpCo Units and HoldCo Units, respectively, immediately following the completion of this offering we would recognize only 50% of the incremental deferred tax asset and non-current liability that we would recognize if all of the Pre-IPO OpCo Unitholders and the Pre-IPO HoldCo Unitholders were each to exchange all of their OpCo Units and HoldCo Units, respectively. These amounts are estimates and have been prepared for informational purposes only. The actual amount of deferred tax assets and related liabilities that we will recognize as a result of any such future exchanges will differ based on, among other things: (i) the amount and timing of future exchanges of OpCo Units or HoldCo Units by Pre-IPO OpCo Unitholders or Pre-IPO HoldCo Unitholders, as applicable, and the extent to which such exchanges are taxable; (ii) the price per share of our Class A common stock at the time of the exchanges; (iii) the amount and timing of future income against which to offset the tax benefits; and (iv) the tax rates then in effect.

(j) Reflects the reclassification of ZoomInfo OpCo's historic members' equity to the par value for Class B and Class C common stock, and a reclassification of members' equity to additional paid-in capital as a result of the Reorganization Transactions.

The Pre-IPO OpCo Unitholders and the Pre-IPO HoldCo Unitholders will hold all of the issued and outstanding shares of our Class B common stock. The shares of Class B common stock will have no economic rights, but each share will entitle the holder to ten votes (for so long as the aggregate number of outstanding shares of our Class B common stock and Class C common stock represents at least 5% of the aggregate number of our outstanding shares of common stock, and thereafter, one vote per share) on all matters on which stockholders of ZoomInfo Technologies Inc. are entitled to vote generally. The Pre-IPO OpCo Unitholders and the Pre-IPO HoldCo Unitholders will have the right (subject to the terms of the relevant limited liability company agreement) to exchange their OpCo Units and HoldCo Units (together with a corresponding number of shares of Class B common stock), respectively, for shares of our Class A common stock on a one-for-one basis, subject to customary conversion rate adjustments for stock splits, stock dividends, and reclassifications.

The Pre-IPO Blocker Holders will hold all of the issued and outstanding shares of our Class C common stock. The shares of Class C common stock will have the same economic rights as shares of Class A common stock, but each share will entitle the holder to ten votes (for so long as the aggregate number of outstanding shares of our Class B common stock and Class C common stock represents at least 5% of the aggregate number of our outstanding shares of common stock, and thereafter, one vote per share upon the automatic conversion of our Class C common stock into shares of Class A common stock) on all matters on which stockholders of ZoomInfo Technologies Inc. are entitled to vote generally. The outstanding shares of Class C common stock will be convertible into shares of Class A common stock on a one-for-one basis.

See "Certain Relationships and Related Person Transactions" and "Description of Capital Stock."

(k) We estimate that the proceeds to ZoomInfo Technologies Inc. from this offering will be approximately $ million (or $ million if the underwriters exercise in full their option to purchase additional shares of Class A common stock), based on an assumed initial public offering price of $ per share of Class A common stock, which is the midpoint of the estimated offering price range set forth on the cover page of this prospectus, after deducting the assumed underwriting discounts and commissions. A reconciliation of the gross proceeds from this offering to the net cash proceeds to ZoomInfo OpCo is set forth below:

Initial public offering price per share	$
Shares of Class A common stock issued in this offering (in millions)	
Gross proceeds from offering of Class A common stock	$
Payment of underwriting discounts and commissions	
Cash proceeds received by ZoomInfo Technologies Inc.	$
Estimated offering costs, exclusive of $ million previously capitalized and deferred in our historical financial statements	
Unpaid portion of $ million previously capitalized offering costs	
Redeem Series A Preferred units, including $ million in accumulated but unpaid distributions and related prepayment premiums	$
Repay second lien term loan of $ million, prepayment premium of $ million and accrued interest of $ million	$
Net cash proceeds to ZoomInfo OpCo	

We will only retain net proceeds that are used to purchase newly issued HoldCo Units from ZoomInfo HoldCo which will, in turn, be used to purchase newly issued OpCo Units from ZoomInfo OpCo. We will not retain any of the net proceeds used to purchase OpCo Units from Pre-IPO OpCo Unitholders, to purchase HoldCo Units from Pre-IPO HoldCo Unitholders or to fund merger consideration for the Blocker Mergers. See "Use of Proceeds" and "Certain Relationships and Related Person Transactions—Purchase of OpCo Units."

(l) We are deferring the direct costs associated with this offering. These costs primarily represent legal, accounting, and other direct costs and are recorded in prepaid expenses and other current assets in our consolidated balance sheet. Upon completion of this offering, deferred costs will be charged against the proceeds from this offering as a reduction of additional paid-in capital.

(m) Reflects the increased equity-based compensation expense after giving effect to the completion of this offering. The adjustments to the unaudited pro forma consolidated statements of operations reflect the additional expense that we expect to record that will have a continuing impact on the Company's operations and excludes the expense that will be incurred as an immediate result of this offering. An additional $ million adjustment to retained earnings is reflected in the unaudited pro forma consolidated statement of financial condition, representing the expense we expect to record concurrently with the completion of this offering and will not have a continuing impact on the Company's operations. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Critical Accounting Policies and Estimates—Equity-Based Compensation" for additional information. As discussed in the notes to the unaudited pro forma consolidated statements of operations, additional expense for the HSKB Incentive Units and HSKB Phantom awards will be recorded in periods following this offering in accordance with the time vesting provisions of the applicable underlying awards once the units can be exchanged for common stock in the Company after an initial public offering. Alternatively, the awards only vest upon a sale of 90% of the sale of ZoomInfo OpCo.

(n) Represents an increase of $ million to additional paid-in capital as a result of the amounts allocable to ZoomInfo Technologies Inc. from net proceeds of this offering as follows:

Net proceeds from the offering of Class A common stock	$
Payment of estimated offering costs, exclusive of $1.5 million previously capitalized and deferred in our historical financial statements (see note (m))	
Transaction costs incurred prior to this offering included in prepaid expenses and other current assets (see note (m))	
Par value of Class A common stock issued in this offering	
Redemption of Series A Preferred units net of book value	
Vesting of certain tranches of employee incentive awards (see note (n))	
Additional paid-in capital allocable to non-controlling interests from offering (see note (e))	
Total increase to additional paid-in capital	

SELECTED HISTORICAL CONSOLIDATED FINANCIAL DATA

The following tables present the selected historical consolidated financial data for ZoomInfo OpCo and its subsidiaries for the periods and the dates indicated. Immediately following this offering, ZoomInfo Technologies Inc. will be a holding company, and its sole material asset will be a controlling equity interest in ZoomInfo HoldCo, which will be a holding company whose sole material asset will be a controlling equity interest in ZoomInfo OpCo. ZoomInfo Technologies Inc. will operate and control all of the business and affairs of ZoomInfo OpCo through ZoomInfo HoldCo and, through ZoomInfo OpCo and its subsidiaries, conduct our business. Following this offering, ZoomInfo OpCo will be the predecessor of ZoomInfo Technologies Inc. for financial reporting purposes. As a result, the consolidated financial statements of ZoomInfo Technologies Inc. will recognize the assets and liabilities received in the reorganization at their historical carrying amounts, as reflected in the historical financial statements of ZoomInfo OpCo. ZoomInfo Technologies Inc. will consolidate ZoomInfo OpCo through ZoomInfo HoldCo in its consolidated financial statements and record a non-controlling interest related to the OpCo Units and HoldCo Units held by our pre-IPO owners on its consolidated balance sheet and statement of operations.

The selected consolidated statements of operations data and selected consolidated statements of cash flows data presented below for the years ended December 31, 2018 and December 31, 2019 and the selected consolidated balance sheet data presented below as of December 31, 2018 and December 31, 2019 have been derived from the consolidated financial statements of ZoomInfo OpCo included elsewhere in this prospectus. The selected historical consolidated financial information of ZoomInfo OpCo as of March 31, 2020 and for the three months ended March 31, 2019 and 2020 was derived from the unaudited consolidated financial statements of ZoomInfo OpCo included elsewhere in this prospectus. The unaudited consolidated financial statements of ZoomInfo OpCo have been prepared on the same basis as the audited consolidated financial statements and, in our opinion, have included all adjustments, which include normal recurring adjustments, necessary to present fairly in all material respects our financial position and results of operations. The results for any interim period are not necessarily indicative of the results that may be expected for the full year. Share and per share data in the table below has been retroactively adjusted to give effect to the -for-one stock split, which occurred on , 2020.

The selected historical consolidated financial and other data of ZoomInfo Technologies Inc. has not been presented because ZoomInfo Technologies Inc. is a newly incorporated entity, has had no business transactions or activities to date, and had no assets or liabilities during the periods presented in this section.

Historical results are not necessarily indicative of the results expected for any future period. You should read the selected historical consolidated financial data below, together with our audited consolidated financial statements and related notes thereto, the audited consolidated financial statements of Pre-Acquisition ZI and related notes thereto, the audited consolidated financial statements of ZoomInfo Technologies Inc. and related notes thereto, and our unaudited consolidated financial statements and related notes thereto, each included elsewhere in this prospectus, as well as "Summary—Summary Historical and Pro Forma Financial and Other Data," "Organizational Structure," "Unaudited Pro Forma Combined and Consolidated Financial Information," "Management's Discussion and Analysis of Financial Condition and Results of Operations," "Description of Certain Indebtedness," and the other financial information appearing elsewhere in this prospectus.

	Year Ended December 31,		Three Months Ended March 31,	
($ in millions)	**2018**	**2019**	**2019**	**2020**
Statements of Operations Data:				
Revenue	$ 144.3	$ 293.3	$ 54.6	$ 102.2
Cost of service[(1)]	30.1	43.6	9.1	14.8
Amortization of acquired technology	7.7	25.0	5.6	5.6
Gross profit	106.5	224.7	39.9	81.8
Operating expenses:				
Sales and marketing[(1)]	42.4	90.2	18.3	34.1

($ in millions)	Year Ended December 31, 2018	Year Ended December 31, 2019	Three Months Ended March 31, 2019	Three Months Ended March 31, 2020
Research and development[1]	6.1	30.1	5.2	9.9
General and administrative[1]	20.8	35.1	6.7	10.0
Amortization of other acquired intangibles	7.0	17.6	3.7	4.6
Restructuring and transaction-related expenses	3.6	15.6	7.8	2.9
Total operating expenses	79.9	188.6	41.7	61.5
Income from operations	26.6	36.1	(1.8)	20.3
Interest expense, net	58.2	102.4	23.5	24.5
Loss on debt extinguishment	—	18.2	18.2	2.2
Other (income) expenses, net [2]	(0.1)	—	—	(0.1)
Income (loss) before income taxes	(31.5)	(84.5)	(43.5)	(6.3)
Benefit from income taxes	2.9	6.5	3.3	0.4
Net income (loss)	$ (28.6)	$ (78.0)	$ (40.2)	$ (5.9)
Pro forma:				
Net loss and per share information (unaudited)				
Provision for income taxes				
Net loss				
Net income (loss) attributable to ZoomInfo Technologies Inc.		$		
Basic and diluted net income (loss) per share		$		
Shares used in basic and diluted per share calculations				
Balance Sheet Data (at period end):				
Cash and cash equivalents	$ 9.0	$ 41.4	$ 68.4	$ 63.0
Total assets	591.0	1,561.9	1,542.2	1,577.9
Long-term debt (including current portion)	633.7	1,203.3	1,206.2	1,238.8
Unearned revenue (including current portion)	52.5	159.1	105.3	173.2
Total liabilities	710.1	1,575.5	1,503.6	1,597.8
Temporary equity	—	200.2	200.2	200.2
Permanent equity	(119.1)	(213.8)	(161.6)	(220.1)
Statements of Cash Flows Data:				
Net cash provided by operating activities	$ 43.8	$ 44.4	$ 14.2	$ 28.3
Net cash used in investing activities	(13.1)	(736.7)	(708.6)	(4.1)
Net cash provided by (used in) financing activities	(29.9)	725.8	755.0	(2.6)

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

($ in millions)	Year Ended December 31, 2018	Year Ended December 31, 2019	Three Months Ended March 31, 2019	Three Months Ended March 31, 2020
Cost of service	$ 8.3	$ 4.0	$ 1.2	$ 1.7
Sales and marketing	15.8	11.2	2.7	6.4
Research and development	1.1	4.7	0.3	1.6
General and administrative	7.5	5.2	1.4	1.6
Total equity-based compensation expense	$ 32.7	$ 25.1	$ 5.6	$ 11.3

(2) Primarily represents foreign exchange remeasurement gains and losses.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

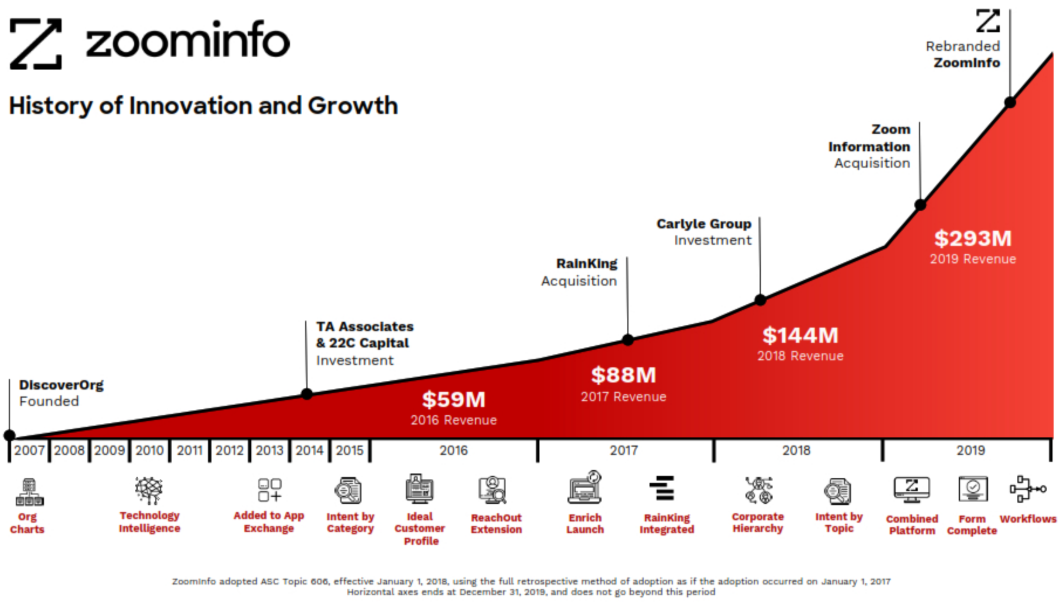
The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our consolidated financial statements and related notes included elsewhere in this prospectus, as well as the information presented under "Selected Historical Consolidated Financial Data" and "Unaudited Pro Forma Combined and Consolidated Financial Information." This discussion contains forward-looking statements that involve risks and uncertainties. Our actual results could differ materially from those discussed below. Factors that could cause or contribute to such difference include, but are not limited to, those identified below and those discussed in the sections titled "Risk Factors" and "Forward-Looking Statements" included elsewhere in this prospectus.

Numerical figures included in this prospectus 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 leading go-to-market intelligence platform for sales and marketing teams. Our cloud-based platform provides highly accurate and comprehensive information on the organizations and professionals they target. This "360-degree view" enables sellers and marketers to shorten sales cycles and increase win rates by delivering the right message, to the right person, at the right time, to hit their number.

ZoomInfo, formerly known as DiscoverOrg, was co-founded in 2007 by our CEO, Henry Schuck. Henry founded the company to unlock actionable business information and insights to make organizations more successful. Over time, we developed new and innovative methods for gathering and cleansing data and insights using automated processes to scale our capabilities. In February 2019, we acquired Zoom Information, Inc. ("Pre-Acquisition ZI") and subsequently the combined business has been re-branded as ZoomInfo. Pre-Acquisition ZI developed technologies to gather, parse, and match data at massive scale. We combined Pre-Acquisition ZI's technology with our technology to deliver more value to customers with our combined platform that provides broader coverage and higher-quality insights.

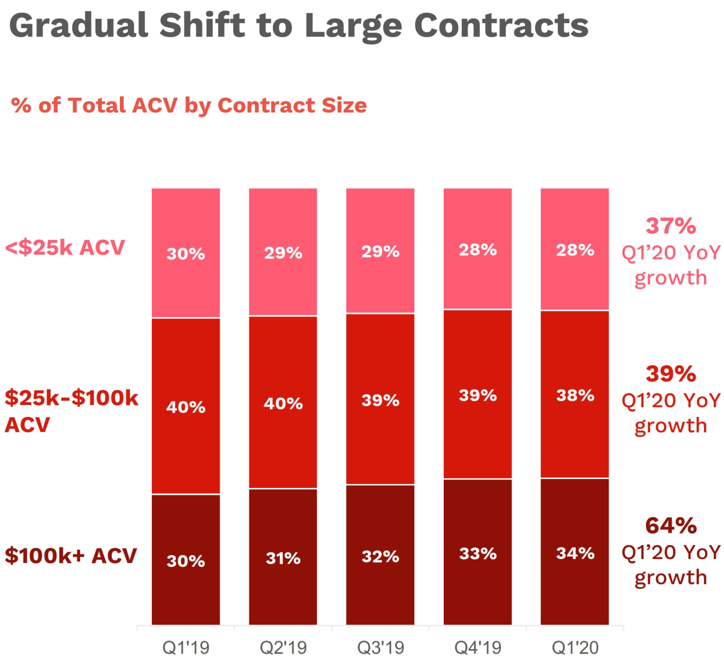


We offer access to our platform on a subscription basis and we generate substantially all of our revenue from sales of subscriptions, which accounted for 99% of revenue for the year ended December 31, 2019. Our subscription fees include the use of our platform and access to customer support. Subscriptions generally range from one to three years with over 25% of our ACV being under multi-year agreements. We typically bill our customers at the beginning of each annual or quarterly period and recognize revenue ratably over the term of the subscription period.

We sell our ZoomInfo platform to both new and existing customers. Some existing customers continue to renew their subscriptions to pre-acquisition versions of the Pre-Acquisition ZI and DiscoverOrg solutions. We price our subscriptions based on the functionality, users, and records under management that are included in each product edition. Our paid product editions are Elite, Advanced, and Professional, and we have a free Community Edition.

Our software, insights, and data enable over 15,000 companies to sell and market more effectively and efficiently. Our customers operate in almost every industry vertical, including software, business services, manufacturing, telecommunications, financial services, retail, media and internet, transportation, education, hospitality, and real estate, and range from the largest global enterprises, to mid-market companies, down to small businesses. Many of our customers are software and business services companies. In 2019, approximately 39% and 29% of our customers, as measured by ACV, operated in the software and business services industries, respectively. In 2019, less than 4% of our customers, as measured by ACV, operated in the retail, restaurant, hotel, hospitality, consumer discretionary, airline, or oil and gas industries. Our net annual retention rate was 102% and 109% in 2018 and 2019, respectively. We realized improved net annual retention across all customer types, with a net annual retention rate for enterprise customers, defined as having over 1,000 employees, of 127% in 2019, an increase from 125% in 2018. While the trend in retention improved during the three months ended March 31, 2020, we expect our net annual retention rate to face headwinds in 2020 due to the impact of COVID-19 and associated challenges with increasing sales to existing customers as sales cycles lengthen for larger deals.

For the year ended December 31, 2019, no single customer contributed more than 1% of revenue. We generate less than 10% of revenue from customers outside the United States. As of December 31, 2018, over 380 customers of ZoomInfo and Pre-Acquisition ZI spent more than $100,000 in ACV on a combined basis. As of December 31, 2019, over 580 of our customers spent more than $100,000 in ACV. As of March 31, 2019 and March 31, 2020, over 410 and 630 of our customers, respectively, spent more than $100,000 in ACV. As of March 31, 2019 and March 31, 2020, customers that spent more than $100,000 in ACV represented 30% and 34% of our total ACV, respectively.



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

We have experienced rapid organic growth, supplemented by additional growth from acquisitions. We generated revenue of $293.3 million for the year ended December 31, 2019 and Pre-Acquisition ZI generated $9.7 million in revenue for the one-month period ended January 31, 2019 before the Zoom Information Acquisition, as compared to revenue for the year ended December 31, 2018 of $144.3 million and $72.5 million generated by us and Pre-Acquisition ZI, respectively. We generated revenue of $102.2 million for the three months ended March 31, 2020 as compared to revenue of $54.6 million generated by us for the three months ended March 31, 2019 and revenue of $9.7 million generated by Pre-Acquisition ZI for the one-month period ended January 31, 2019.

In addition to our consolidated GAAP financial measures, we review various non-GAAP financial measures, including Allocated Combined Receipts, Adjusted Operating Income, and Adjusted Operating Income Margin. See "—Non-GAAP Financial Measures." We generated Allocated Combined Receipts of $336.0 million for the year ended December 31, 2019, as compared to $241.2 million in 2018, and $103.6 million for the three months ended March 31, 2020, as compared to $73.1 million for the three months ended March 31, 2019. Our Adjusted Operating Income was $167.1 million for the year ended December 31, 2019, as compared to $83.6 million in 2018, and was $49.1 million for the three months ended March 31, 2020, as compared to $31.7 million in the three months ended March 31, 2019. Our Adjusted Operating Income Margin was 51% for the year ended December 31, 2019, as compared to 57% in 2018, and was 47% for the three months ended March 31, 2020, as compared to 50% for the three months ended March 31, 2019. Allocated Combined Receipts includes activity from Pre-Acquisition ZI and other acquisitions during the periods prior to our ownership of them in 2018, 2019, and the three months ended March 31, 2019. Adjusted Operating Income and Adjusted Operating Margin do not include results of operations from acquired entities before their acquisitions.

Reorganization Transactions

ZoomInfo Technologies Inc. was incorporated in November 2019 and, pursuant to a reorganization, will become a holding corporation, the principal asset of which will be a controlling interest in ZoomInfo HoldCo, which holds a controlling interest in ZoomInfo OpCo. ZoomInfo Technologies Inc. will operate and control all of the business and affairs of ZoomInfo OpCo through ZoomInfo HoldCo and, through ZoomInfo OpCo and its subsidiaries, conduct our business. ZoomInfo Technologies Inc. will consolidate ZoomInfo OpCo through ZoomInfo HoldCo in its consolidated financial statements and will report a non-controlling interest related to the OpCo Units or HoldCo Units held by our pre-IPO owners in our consolidated financial statements.

Prior to the consummation of this offering, we will execute several reorganization transactions described under "Organizational Structure," as a result of which the limited liability company agreement of ZoomInfo OpCo will be amended and restated to, among other things, reclassify its outstanding preferred and common units into a new class of units that we refer to as "OpCo Units." A portion of the Class P Units that are held by the Continuing Class P Unitholders will remain as Class P Units. Pursuant to the amended and restated limited liability company agreements of ZoomInfo HoldCo and ZoomInfo OpCo, as applicable, ZoomInfo Technologies Inc. will be the sole managing member of ZoomInfo HoldCo and ZoomInfo HoldCo will be the sole managing member of ZoomInfo OpCo.

Pursuant to the amended and restated limited liability company of ZoomInfo OpCo, the Pre-IPO OpCo Unitholders (or certain permitted transferees) will have the right (subject to the terms of such limited liability company agreement) to exchange their OpCo Units (together with a corresponding number of shares of Class B common stock) for shares of our Class A common stock on a one-for-one basis, subject to customary conversion rate adjustments for stock splits, stock dividends, and reclassifications. Pursuant to the amended and restated limited liability company of ZoomInfo HoldCo, the Pre-IPO HoldCo Unitholders (or certain permitted transferees) will have the right (subject to the terms of such limited liability company agreement) to exchange their HoldCo Units (together with a corresponding number of shares of Class B common stock) for shares of our Class A common stock on a one-for-one basis, subject to customary conversion rate adjustments for stock splits, stock dividends, and reclassifications. See "Organizational Structure" and "Certain Relationships and Related Person Transactions."

Pursuant to our amended and restated certificate of incorporation, at the option of the holder, a share of Class C common stock may be converted into one share of Class A common stock. In addition, each share of Class C common stock will convert automatically into one share of Class A common stock upon any transfer, whether or not for value, except for certain affiliate transfers described in our amended and restated certificate of incorporation among the Sponsors, the Founders, and their respective affiliates as of the date of the consummation of this offering. Each share of Class C common stock will also automatically convert into one share of Class A common stock if, on the record date for any meeting of the stockholders, the aggregate number of outstanding shares of our Class B common stock and Class C common stock is less than 5% of our outstanding shares of common stock. Once converted into Class A common stock, Class C common stock will not be reissued. See "Description of Capital Stock—Common Stock—Class C Common Stock."

Following this offering, the Pre-IPO OpCo Unitholders and the Pre-IPO HoldCo Unitholders that held voting units before the Offering Transactions and that continue to hold OpCo Units or HoldCo Units, as applicable, will hold all of the issued and outstanding shares of our Class B common stock. The shares of Class B common stock will have no economic rights but each share will entitle the holder to ten votes (for so long as the aggregate number of outstanding shares of our Class B common stock and Class C common stock represents at least 5% of the aggregate number of our outstanding shares of common stock, and thereafter, one vote per share) on all matters on which stockholders of ZoomInfo Technologies Inc. are entitled to vote generally. The Pre-IPO Blocker Holders will hold all of the issued and outstanding shares of our Class C common stock. The shares of Class C common stock will have the same economic rights as shares of Class A common stock, but each share will entitle the holder to ten votes (for so long as the aggregate number of outstanding shares of our Class B common stock and Class C common stock represents at least 5% of the aggregate number of our outstanding shares of common stock, and thereafter, one vote per share upon the automatic conversion of our Class C common stock into shares of Class A common stock) on all matters on which stockholders of ZoomInfo Technologies Inc. are entitled to vote generally. Holders of outstanding shares of our Class A common stock, Class B common stock, and Class C common stock will vote as a single class on all matters on which stockholders are entitled to vote generally, except as otherwise required by law. See "Description of Capital Stock—Common Stock."

Key Factors Affecting Our Performance

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

Continuing to Acquire New Customers

We are focused on continuing to grow the number of customers that use our platform. Our operating results and growth prospects will depend in part on our ability to attract new customers. Additionally, acquiring new customers strengthens the power of our contributory network. We will need to continue to invest in our efficient go-to-market effort to acquire new customers. As of December 31, 2018, we had over 11,000 customers on a combined basis, including non-overlapping customers of Pre-Acquisition ZI. As of December 31, 2019, we had over 14,000 customers. As of March 31, 2019 and March 31, 2020, we had over 12,000 and 15,000 customers, respectively. We define a customer as a company that maintains one or more active paid subscriptions to our platform.

Deliver Additional High-Value Solutions to Our Existing Customers

Many of our customers purchase additional high-value solutions as they expand their use of our platform. Customers add additional services and/or upgrade their platform. We believe there is a significant opportunity for expansion with our existing customers through additional solutions.

Expanding Relationships with Existing Customers

Many of our customers increase spending with us by adding users as they increase their use of our platform. Several of our largest customers have expanded the deployment of our platform across their organizations following their initial deployment. We believe there is a significant opportunity to add additional users within our existing customers.

Our ability to expand relationships with existing customers is demonstrated by our net annual retention rate. Our net annual retention rate for the years ended December 31, 2018 and 2019 was 102% and 109%, respectively. We realized improved net annual retention across all customer types, with a net annual retention rate for enterprise customers, defined as having over 1,000 employees, of 127% in 2019, an increase from 125% in 2018. The net annual retention rate for mid-market customers, defined as having 100 to 999 employees, was 112% in 2019, as compared to 105% in 2018, and the net annual retention rate for small business customers, defined as having fewer than 100 employees, was

87% in 2019, as compared to 78% in 2018. We define annual net revenue retention as the total ACV generated by our customers and customers of Pre-Acquisition ZI at the end of the year divided by the ACV generated by the same group of customers at the end of the prior year. We believe that our ability to retain and grow the subscription revenue generated from our existing customers is an indicator of the long-term value of our customer relationships.

Non-GAAP Financial Measures

In addition to our results determined in accordance with GAAP, we believe certain non-GAAP measures are useful in evaluating our operating performance. These measures include, but are not limited to, Allocated Combined Receipts, Adjusted Operating Income, Adjusted Operating Income Margin, and Adjusted EBITDA, which are used by management in making operating decisions, allocating financial resources, and 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.

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

Allocated Combined Receipts

We define Allocated Combined Receipts as the combined receipts of our Company and companies that we have acquired allocated to the period of service delivery. We calculate Allocated Combined Receipts as the sum of (i) revenue, (ii) revenue recorded by acquired companies prior to our acquisitions of them, and (iii) the impact of fair value adjustments to acquired unearned revenue related to services billed by an acquired company prior to its acquisition. Management uses this measure to evaluate organic growth of the business period over period, as if the Company had operated as a single entity and excluding the impact of acquisitions or adjustments due to purchase accounting. Organic growth in current and future periods is driven by sales to new customers and the addition of additional subscriptions and functionality to existing customers, offset by customer cancellations or reduced subscriptions upon renewal. We believe that it is important to evaluate growth on this organic basis, as it is an indication of the success of our services from the customer’s perspective that is not impacted by corporate events such as acquisitions or the fair value estimates of acquired unearned revenue. We believe this measure is useful to investors because it illustrates the trends in our organic revenue growth and allows investors to analyze the drivers of revenue on the same basis as management.

The following table presents a reconciliation of Allocated Combined Receipts for the periods presented:

($ in millions)	Year Ended December 31, 2018	Year Ended December 31, 2019	Three Months Ended March 31, 2019	Three Months Ended March 31, 2020
Revenue	$ 144.3	$ 293.3	$ 54.6	$ 102.2
Impact of fair value adjustments to acquired unearned revenue[(a)]	2.9	32.2	8.5	1.4
Pre-Acquisition ZI revenue[(b)]	72.5	9.7	9.7	—
Impact of fair value adjustments to acquired unearned revenue recorded by Pre-Acquisition ZI[(c)]	14.6	0.1	0.1	—
Pre-acquisition revenue of other acquired companies[(d)]	6.9	0.6	0.2	—
Allocated Combined Receipts	$ 241.2	$ 336.0	$ 73.1	$ 103.6
Growth		39%		42%

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

(b) Figures include revenue recognized by Pre-Acquisition ZI for the periods prior to our acquisition of Pre-Acquisition ZI.

(c) Primarily represents the impact of fair value adjustments to acquired unearned revenue relating to services billed by a predecessor entity, prior to the acquisition of that predecessor entity by Pre-Acquisition ZI. These adjustments represent the difference between the revenue recognized based on Pre-Acquisition ZI management's estimate of fair value of acquired unearned revenue and the receipts billed prior to the acquisition less revenue recognized prior to the acquisition.

(d) We acquired the assets of NeverBounce in September 2018. Additionally, Pre-Acquisition ZI acquired Datanyze in September 2018, and Komiko in October 2019. Figures include revenue recognized by these entities for the periods presented prior to their respective acquisitions.

Allocated Combined Receipts for the year ended December 31, 2019 was $336.0 million , which represented growth of $94.8 million , or 39% , relative to the year ended December 31, 2018. Allocated Combined Receipts for the three months ended March 31, 2020 was $103.6 million , which represented growth of $30.5 million , or 42% , relative to the three months ended March 31, 2019. We consider this to be our organic growth, representative of the growth in receipts from customers allocated to the period of service delivery. This growth was primarily attributed to sales to new customers in the applicable and preceding periods, while incremental sales to existing customers were mostly offset by cancellations and reductions of subscriptions upon renewal.

Adjusted Operating Income and Adjusted Operating Income Margin

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

The following table presents a reconciliation of net loss to Adjusted Operating Income for the periods presented:

	Year Ended December 31,		**Three Months Ended March 31,**	
($ in millions)	**2018**	**2019**	**2019**	**2020**
Net loss	$ (28.6)	$ (78.0)	$ (40.2)	$ (5.9)
Provision for taxes	(2.9)	(6.5)	(3.3)	(0.4)
Interest expense, net	58.2	102.4	23.5	24.5
Loss on debt extinguishment	—	18.2	18.2	2.2
Other (income) expense, net[(a)]	(0.1)	—	—	(0.1)
Income from operations	26.6	36.1	(1.8)	20.3
Impact of fair value adjustments to acquired unearned revenue[(b)]	2.9	32.2	8.5	1.4
Amortization of acquired technology	7.7	25.0	5.6	5.6
Amortization of other acquired intangibles	7.0	17.6	3.7	4.6
Equity-based compensation	32.7	25.1	5.6	11.3
Restructuring and transaction-related expenses[(c)]	3.6	15.6	7.8	2.9
Integration costs and acquisition-related compensation[(d)]	3.2	15.5	2.4	3.0
Adjusted Operating Income	$ 83.6	$ 167.1	$ 31.7	$ 49.1

(a) Primarily represents foreign exchange remeasurement gains and losses.

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

(c) Represents costs directly associated with acquisition or disposal activities, including employee severance and termination benefits, contract termination fees and penalties, and other exit or disposal costs. For the year ended December 31, 2019, this expense related primarily to the acquisition of Pre-Acquisition ZI, including professional fees, severance and acceleration of payments for terminated employees, and accretion related to deferred consideration. For the year ended December 31, 2018, this expense related primarily to Carlyle's investment in us. For the three months ended March 31, 2020, this expense related primarily to professional fees for the preparation for an initial public offering. For the three months ended March 31, 2019, this expense related primarily to the acquisition of Pre-Acquisition ZI, including professional fees, severance, and acceleration of payments for terminated employees.

(d) Represents costs directly associated with integration activities for acquisitions and acquisition-related compensation, which includes transaction bonuses and retention awards. For the year ended December 31, 2019, this expense related primarily to activities resulting from the acquisition of Pre-Acquisition ZI, including consulting and professional services costs, cash vesting payments (see Note 4 – Business Combinations to our consolidated financial statements included elsewhere in this prospectus), and transaction bonuses and other compensation, as well as expense incurred for retention awards granted upon the Company's acquisitions of RainKing, NeverBounce, and Komiko. For the year ended December 31, 2018, this expense related primarily to retention awards granted upon our acquisition of RainKing and transaction bonuses paid upon Carlyle's investment in us. For the three months ended March 31, 2020, this expense related primarily to cash vesting payments from the acquisition of Pre-Acquisition ZI (see Note 4 – Business Combinations to our consolidated financial statements included elsewhere in this prospectus). For the three months ended March 31, 2019, this expense related primarily to activities resulting from the acquisition of Pre-Acquisition ZI, including cash vesting payments (see Note 4 – Business Combinations to our consolidated financial statements included elsewhere in this prospectus) and transaction bonuses, as well as expense incurred for retention awards granted upon the Company's acquisitions of RainKing and NeverBounce. This expense is included in cost of service, sales and marketing expense, research and development expense, and general and administrative expense as follows:

	Year Ended December 31,		Three Months Ended March 31,	
($ in millions)	2018	2019	2019	2020
Cost of service	$ 0.2	$ 0.4	$ —	$ 0.1
Sales and marketing	0.6	5.8	1.0	1.0
Research and development	0.1	3.9	0.8	1.6
General and administrative	2.3	5.4	0.6	0.2
Total integration costs and acquisition-related compensation	$ 3.2	$ 15.5	$ 2.4	$ 3.0

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

	Year Ended December 31,		Three Months Ended March 31,	
($ in millions)	2018	2019	2019	2020
Adjusted Operating Income	$ 83.6	$ 167.1	$ 31.7	$ 49.1
Revenue	144.3	293.3	54.6	102.2
Impact of fair value adjustments to acquired unearned revenue	2.9	32.2	8.5	1.4
Revenue for adjusted operating margin calculation	147.2	325.6	63.1	103.6
Adjusted Operating Income Margin	*57%*	*51%*	*50%*	*47%*

Adjusted Operating Income for the year ended December 31, 2019 was $167.1 million and represented an Adjusted Operating Income Margin of 51% . Adjusted Operating Income for the year ended December 31, 2018 was $83.6 million and represented an Adjusted Operating Income Margin of 57% . Growth in Adjusted Operating Income in the year ended December 31, 2019 relative to the year ended December 31, 2018 was an increase of $83.5 million , or 100% , and was driven primarily from the growth in revenue that resulted from the acquisition of Pre-Acquisition ZI and additional customers in 2018 and 2019. Adjusted Operating Income Margin decreased to 51% in the year ended December 31, 2019 from 57% in the year ended December 31, 2018 due to the lower margin profile of the Pre-Acquisition ZI business, and investment to drive revenue growth.

Adjusted Operating Income for the three months ended March 31, 2020 was $49.1 million and represented an Adjusted Operating Income Margin of 47% . Adjusted Operating Income for the three months ended March 31, 2019 was $31.7 million and represented an Adjusted Operating Income Margin of 50% . Growth in Adjusted Operating Income for the three months ended March 31, 2020 relative to the three months ended March 31, 2019 was an increase of $17.4 million , or 55% , and was driven primarily from the growth in revenue that resulted from the acquisition of Pre-Acquisition ZI and additional customers in 2019 and 2020. Adjusted Operating Income Margin decreased to 47% in the three months ended March 31, 2020 from 50% in the three months ended March 31, 2019 due to the lower margin profile of the Pre-Acquisition ZI business, which only impacted the latter two months of the period in 2019, and incremental investment to drive revenue growth.

Adjusted EBITDA

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

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

	Year Ended December 31,		Three Months Ended March 31,	
($ in millions)	**2018**	**2019**	**2019**	**2020**
Net income (loss)	$ (28.6)	$ (78.0)	$ (40.2)	$ (5.9)
Interest expense, net	58.2	102.4	23.5	24.5
Loss on debt extinguishment	—	18.2	18.2	2.2
Provision for taxes	(2.9)	(6.5)	(3.3)	(0.4)
Depreciation	2.6	6.1	1.1	1.9
Amortization of acquired technology	7.7	25.0	5.6	5.6
Amortization of other acquired intangibles	7.0	17.6	3.7	4.6
EBITDA	43.9	84.8	8.6	32.6
Other (income) expense, net[(a)]	(0.1)	—	—	(0.1)
Impact of fair value adjustments to acquired unearned revenue[(b)]	2.9	32.2	8.5	1.4
Equity compensation	32.7	25.1	5.6	11.3
Restructuring and transaction-related expenses[(c)]	3.6	15.6	7.8	2.9
Integration costs and transaction-related compensation[(d)]	3.2	15.5	2.4	3.0
Adjusted EBITDA	$ 86.2	$ 173.2	$ 32.8	$ 51.0

(a) Primarily represents foreign exchange remeasurement gains and losses.

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

(c) Represents costs directly associated with acquisition or disposal activities, including employee severance and termination benefits, contract termination fees and penalties, and other exit or disposal costs. For the year ended December 31, 2019, this expense related primarily to the acquisition of Pre-Acquisition ZI, including professional fees, severance and acceleration of payments for terminated employees, and accretion related to deferred consideration. For the year ended December 31, 2018, this expense related primarily to Carlyle's investment in us. For the three months ended March 31, 2020, this expense related primarily to professional fees for the preparation for an initial public offering. For the three months ended March 31, 2019, this expense related primarily to the acquisition of Pre-Acquisition ZI, including professional fees, severance, and acceleration of payments for terminated employees.

(d) Represents costs directly associated with integration activities for acquisitions and acquisition-related compensation, which includes transaction bonuses and retention awards. For the year ended December 31, 2019, this expense related primarily to activities resulting from the acquisition of Pre-Acquisition ZI, including consulting and professional services costs, cash vesting payments (see Note 4 – Business Combinations to our consolidated financial statements included elsewhere in this prospectus), and transaction bonuses and other compensation, as well as expense incurred for retention awards granted upon the Company's acquisitions of RainKing, NeverBounce, and Komiko. For the year ended December 31, 2018, this expense related primarily to retention awards granted upon our acquisition of RainKing and transaction bonuses paid upon Carlyle's investment in us. For the three months ended March 31, 2020, this expense related primarily to cash vesting payments from the acquisition of Pre-Acquisition ZI (see Note 4 – Business Combinations to our consolidated financial statements included elsewhere in this prospectus). For the three months ended March 31, 2019, this expense related primarily to activities resulting from the acquisition of Pre-Acquisition ZI, including cash vesting payments (see Note 4 – Business Combinations to our consolidated financial statements included elsewhere in this prospectus) and transaction bonuses, as well as expense incurred for retention awards granted upon the Company's acquisitions of RainKing and NeverBounce. This expense is included in cost of service, sales and marketing expense, research and development expense, and general and administrative expense as follows:

	Year Ended December 31,		Three Months Ended March 31,	
($ in millions)	2018	2019	2019	2020
Cost of service	$ 0.2	$ 0.4	$ —	$ 0.1
Sales and marketing	0.6	5.8	1.0	1.0
Research and development	0.1	3.9	0.8	1.6
General and administrative	2.3	5.4	0.6	0.2
Total integration costs and acquisition-related compensation	$ 3.2	$ 15.5	$ 2.4	$ 2.9

Adjusted EBITDA for the year ended December 31, 2019 was $173.2 million, an increase of $86.9 million, or 101%, relative to the year ended December 31, 2018. This growth was driven primarily from the growth in revenue that resulted from the acquisition of Pre-Acquisition ZI and additional customers in 2018 and 2019.

Adjusted EBITDA for the three months ended March 31, 2020 was $51.0 million , an increase of $18.2 million , or 55% , relative to the three months ended March 31, 2019. This growth was driven primarily from the growth in revenue that resulted from the acquisition of Pre-Acquisition ZI and additional customers in 2019 and 2020.

Factors Affecting the Comparability of Our Results of Operations

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

Impact of the Reorganization Transactions

ZoomInfo Technologies Inc. is a corporation for U.S. federal and state income tax purposes. Our accounting predecessor, ZoomInfo OpCo, was and is treated as a flow-through entity for U.S. federal income tax purposes, and as such, only certain subsidiaries that were organized as corporations for U.S. federal income tax purposes have been subject to U.S. federal income tax at the entity level historically. Accordingly, unless otherwise specified, the historical results of operations and other financial information set forth in this prospectus only include a provision for U.S. federal income tax for income allocated to those subsidiaries that were organized as corporations for U.S. federal income tax purposes. Following this offering, ZoomInfo Technologies Inc. will pay U.S. federal and state income taxes as a corporation on its share of our taxable income.

Following this offering, ZoomInfo OpCo will be the predecessor of ZoomInfo Technologies Inc. for financial reporting purposes. As a result, the consolidated financial statements of ZoomInfo Technologies Inc. will recognize the assets and liabilities received in the reorganization at their historical carrying amounts, as reflected in the historical consolidated financial statements of ZoomInfo OpCo, the accounting predecessor.

In addition, in connection with the Reorganization Transactions and this offering we will enter into the tax receivable agreements as described under "Certain Relationships and Related Person Transactions—Tax Receivable Agreements."

Impact of Acquisitions

We seek to grow through both internal development and the acquisition of businesses that broaden and strengthen our platform. Our recent acquisitions include RainKing in August 2017, NeverBounce in September 2018, Pre-Acquisition ZI in February 2019, and Komiko in October 2019. In addition, Pre-Acquisition ZI acquired Datanyze in September 2018. As discussed below under "—Results of Operations," these acquisitions have been a significant driver of our revenue, cost of service, operating expense, and interest expense growth. Purchase accounting requires that all assets acquired and liabilities assumed be recorded at fair value on the acquisition date, including unearned revenue. Revenue from contracts that are impacted by the estimate of fair value of the unearned revenue upon acquisition will be recorded based on the fair value until such contract is terminated or renewed, which will differ from the receipts received by the acquired company allocated over the service period for the same reporting periods.

Impact of the Zoom Information Acquisition

On February 1, 2019, we acquired, through a newly formed wholly owned subsidiary, Zebra Acquisition Corporation, 100% of the stock of Pre-Acquisition ZI for $748.0 million, net of cash acquired. Pre-Acquisition ZI was a provider of company and contact information to sales and marketing professionals.

The Zoom Information Acquisition qualifies as a business combination and was accounted for as such. We included the financial results of Pre-Acquisition ZI in the consolidated financial statements of ZoomInfo OpCo from the date of the Zoom Information Acquisition. Accordingly, the financial statements for the period prior to the Zoom Information Acquisition may not be comparable to those from the periods after the Zoom Information Acquisition.

In connection with the Zoom Information Acquisition, ZoomInfo OpCo entered into an $865.0 million first lien term loan facility, a $100.0 million first lien revolving credit facility, which was undrawn at the time of the acquisition, and a $370.0 million second lien term loan facility, and issued $207.0 million of Series A Preferred Units. In addition to funding the Zoom Information Acquisition, the additional proceeds from such facilities and Series A Preferred Units were used to repay existing debt. These debt facilities significantly impact the comparability of our interest expense period over period. See "—Results of Operations."

We recognized approximately $27.4 million of revenue from legacy Pre-Acquisition ZI platform contracts with acquired customers, including the renewals and upsells thereof, during the three months ended March 31, 2020, of which $1.4 million was included in the unearned revenue balance recorded at the acquisition date. Acquired unearned revenue is recorded at the acquisition date at fair value based on management's estimates. The fair value of acquired unearned revenue was $34.5 million , which differs from the unearned revenue recorded by Pre-Acquisition ZI immediately prior to the acquisition of $68.3 million , which was based on amounts received or amounts billed in advance of revenue recognized upon the satisfaction of performance obligations. For the three months ended March 31, 2020, the amounts received or billed by Pre-Acquisition ZI in advance of revenue recognition as of the acquisition date allocated over the service period post-acquisition was $2.7 million , which was $1.3 million greater than the amount recognized into revenue for those receipts and billings based on their fair value.

We recognized approximately $85.3 million of revenue from legacy Pre-Acquisition ZI platform contracts with acquired customers, including the renewals and upsells thereof, during the year ended December 31, 2019, of which $32.3 million was included in the unearned revenue balance recorded at the acquisition date. The fair value of acquired unearned revenue was $34.5 million , which differs from the unearned revenue recorded by Pre-Acquisition ZI immediately prior to the acquisition of $68.3 million . For the year ended December 31, 2019, the amounts received or billed by Pre-Acquisition ZI in advance of revenue recognition as of the acquisition date allocated over the service period post-acquisition was $63.9 million , which was $31.6 million greater than the amount recognized into revenue for those receipts and billings based on their fair value.

We incurred approximately $2.7 million of transaction costs related to the Zoom Information Acquisition. We paid $29.7 million related to the secured credit facilities, which was accounted for as a debt discount. We also incurred $0.6 million in transaction costs associated with issuing the new Series A Preferred Units, which were issued at a 3% discount, which transaction costs were deducted from the proceeds received from the units.

During 2019, we completed the integration of Pre-Acquisition ZI, including aligning reporting structures for all employees along functional lines, migrating all front-office sales and marketing activities onto a single technology stack with a single instance for key technology components, migrating back-office activities onto a single technology stack, integrating accounting, legal, and human resources activities, including financial reporting processes and benefits for employees, and developing a single platform that is being used for all sales to new customers. While we have completed the integration of the companies, we have only operated as a combined company for approximately one year and our sales team has only been selling the new combined platform since September 2019.

Additionally, as part of the integration of Pre-Acquisition ZI, we identified that certain roles and responsibilities were redundant between the two companies and terminated the employment of certain executives immediately upon the closing of the transaction. We subsequently eliminated additional positions that were no longer needed as a result of the functionally aligned reporting structure, including the Russia operations of Pre-Acquisition ZI, certain development positions in Vancouver, Washington, and certain executives from DiscoverOrg and Pre-Acquisition ZI.

Expenses relating to severance paid and any accelerated payments under the Cash Vesting Payment Program (see Note 4 - Business Combinations to our audited financial statements included elsewhere in this prospectus) were recorded as restructuring and transaction expenses on the statement of operations.

All new customers are sold the ZoomInfo platform that we released in September 2019. We continue to support pre-existing customers on the legacy DiscoverOrg and Pre-Acquisition ZI platforms. Certain pre-existing customers have agreed to upgrade to the ZoomInfo platform. The pricing constructs for subscriptions on the platforms are similar among the platforms and based on a combination of the number of seats to which the customer commits and the level of functionality and data access that the customer requires. Based on the increased level of functionality and data access, upgrading to the ZoomInfo platform will often require an increase in subscription pricing for an equivalent number of users. While pre-existing customers on our legacy platforms continue to generate the majority of our revenue, we expect that pre-existing customers of DiscoverOrg and Pre-Acquisition ZI will migrate toward the new platform in order to take advantage of the more valuable features and data access available over time. We have no current plans to force customer migration.

We incurred expenses related to the integration of Pre-Acquisition ZI during 2019 and the first quarter of 2020, and will continue to incur additional expenses in 2020, 2021, and 2022. As part of the purchase of Pre-Acquisition ZI, we agreed with the former owners of Pre-Acquisition ZI to implement a Cash Vesting Payment Program to make payments to employees with respect to unvested options that were canceled at the time of the Zoom Information Acquisition. We agreed to make the payments to employees according to the remaining vesting schedule as of the acquisition date in amounts that would have been paid had the options been vested at the time of the acquisition. We reduced the originally agreed purchase price to the former owners of Pre-Acquisition ZI as a result of agreeing to make such payments. These payments are recorded as expense over the period of service on our statement of operations in the same expense line item as the salary of recipients, and we will continue to record expense for the majority of employees until 2021, and for some employees into 2022. Additionally, we engaged consulting firms and other professional services firms to help integrate our companies, including developing branding and pricing strategies for the combined platform. These expenses were recorded as sales and marketing and general and administrative expenses on our statement of operations. For analyses and non-GAAP metrics that include adjustments to operating expenses, the expenses are deemed to be integration expenses and acquisition-related compensation.

Revenue Recognition

We adopted Topic 606, effective January 1, 2018, using the full retrospective method of adoption as if the adoption occurred on January 1, 2017. See Note 2 – Basis of Presentation and Summary of Significant Accounting Policies to our consolidated financial statements included elsewhere in this prospectus for additional information.

Pre-Acquisition ZI adopted Topic 606 effective January 1, 2019, using the modified retrospective method of adoption. Results for Pre-Acquisition ZI beginning after January 1, 2019 are presented under Topic 606, while prior period amounts are not adjusted and continue to be presented in accordance with their historic accounting under ASC Topic 605, *Revenue Recognition* . We believe that the revenue presented for Pre-Acquisition ZI in 2018 would not have materially changed had Pre-Acquisition ZI used the full retrospective method of adoption for Topic 606 and restated its 2018 revenue figures. See Note 2 – Basis of Presentation and Summary of Significant Accounting Policies to the consolidated financial statements of Pre-Acquisition ZI included elsewhere in this prospectus for additional information.

After the acquisition of Pre-Acquisition ZI, contract acquisition costs related to our larger sales and marketing team, which primarily consist of commissions to salespeople, were capitalized and deferred as prescribed under Topic 606. This resulted in reduced sales and marketing expense in 2019 relative to our sales and marketing efforts and relative to our expected future sales and marketing expense when the amortization of the deferral is recognized in future periods.

Equity-Based Compensation

In December 2019, HSKB modified all outstanding awards to add an alternative performance and time vesting condition and to also permit settlement through exchange into the Company’s public shares in addition to the existing cash-settlement option. This modification resulted in a revaluation of the awards in accordance with GAAP as if granted on the date of the modification. The modified fair value as of the date of the modification was $166.4 million , which will be recognized as equity-based compensation expense in accordance with the time vesting condition, after the closing date of this offering. In addition to the impact of the modified HSKB awards, new awards and modifications that will take place as part of the Reorganization Transactions will contribute to higher equity-based compensation in 2020 and 2021.

Components of Our Results of Operations

Revenue

We derive 99% of our revenue from subscription services and the remainder from recurring usage-based services. Our subscription services consist of our SaaS applications. Pricing of our subscription contracts are generally based on the functionality provided, the number of users that access our applications, the amount of data that the customer integrates into their systems, and add-on functionality that is provided. Our subscription contracts typically have a term of one to three years and are non-cancellable. We typically bill for services in advance either annually or quarterly, and we typically require payment at the beginning of each 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. Email verification service revenue is recognized in the period services are utilized by our customers. The amount of revenue recognized reflects the consideration we expect to be entitled to receive in exchange for these services. We record a contract asset when revenue recognized on a contract exceeds the billings to date for that contract.

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

Cost of Service

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

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

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

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

Gross Profit and Gross Margin

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

Operating Expenses

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

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

We anticipate that we will continue to invest in sales and marketing capacity to enable future growth and that sales and marketing expense as a percentage of revenue will increase as we recognize expense related to amortization of contract acquisition costs in 2019 and continue to grow the sales and marketing teams and invest in marketing programs.

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, stock-based compensation, and other employee-related benefits for our engineering and product management teams, as well as overhead costs. Research and development expenses do not reflect amortization of internally developed capitalized software. We believe that our core technologies and ongoing innovation represent a significant competitive advantage for us, and we expect our research and development expenses to continue to increase as we invest in research and development resources to further strengthen and enhance our solutions.

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

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

We anticipate that general and administrative costs will significantly increase due to incremental costs associated with operating a public company, including corporate insurance costs, additional accounting and legal expenses, additional independent board member costs, and additional resources associated with controls, reporting, and disclosure. We expect general and administrative expenses as a percentage of revenue to increase in 2020 and then stay consistent or modestly decrease thereafter, as we realize operating leverage in the business.

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

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

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

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

Interest Expense, Net

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

We anticipate that our interest expense will be substantially lower after we repay a portion of our outstanding indebtedness with the proceeds from this offering. See "Use of Proceeds." Interest expense could increase in the future based on changes in variable interest rates or the issuance of additional debt.

Loss on Debt Extinguishment

Loss on debt extinguishment consists of prepayment penalties and impairment of deferred financing costs associated with the extinguishment of debt.

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

Other (Income) Expense, Net

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

We anticipate that the magnitude of other income and expenses may increase as we expand operations internationally and add complexity to our operations.

Benefit from Income Taxes

ZoomInfo OpCo is currently treated as a pass-through entity for U.S. federal income tax purposes and most applicable state and local income tax purposes. Benefit from income tax (expense), deferred tax assets and liabilities, and liabilities for unrecognized tax benefits reflect management's best assessment of estimated current and future taxes to be paid by our corporate subsidiaries and, to the extent paid directly by our limited liability companies and partnerships that are treated as partnerships for tax purposes, our partnerships. Our corporate subsidiaries, RKSI Acquisition Corporation and Zebra Acquisition Corporation, are subject to income taxes in both the United States and foreign jurisdictions and hold noncontrolling interests in our subsidiary, DiscoverOrg Data LLC. DiscoverOrg Data LLC is treated as a partnership for U.S. federal and most applicable state and local income tax purposes. Any taxable income or loss generated by DiscoverOrg Data LLC is passed through to and included in the taxable income or loss of its partners, including DiscoverOrg LLC, RKSI Acquisition Corporation, and Zebra Acquisition Corporation. However, because RKSI Acquisition Corporation and Zebra Acquisition Corporation are subject to income taxes in both the United States and foreign jurisdictions, income allocated to such corporate subsidiaries for tax purposes reduces the taxable income allocated to and distributions made to ZoomInfo OpCo. Significant judgments and estimates are required in determining our consolidated income tax expense. See Note 2 – Basis of Presentation and Summary of Significant Accounting Policies within our consolidated financial statements included elsewhere in this prospectus for additional information.

After consummation of this offering, ZoomInfo Technologies Inc. will become subject to U.S. federal income taxes with respect to our allocable share of any U.S. taxable income of ZoomInfo OpCo, and we will be taxed at the prevailing corporate tax rates. We will be treated as a U.S. corporation for U.S. federal, state, and local income tax purposes. Accordingly, a provision for income taxes will be recorded for the anticipated tax consequences of our reported results of operations for federal income taxes. In addition to tax expenses, we also will incur expenses related to our operations, as well as payments under the tax receivable agreements, which we expect to be significant. The limited liability company agreement of ZoomInfo OpCo that will be in effect at the time of this offering provides that certain distributions to cover the taxes of the ZoomInfo Tax Group and ZoomInfo Technologies Inc.'s obligations under the tax receivable agreements will be made. See "Certain Relationships and Related Person Transactions—Tax Receivable Agreements." However, our ability to make such distributions may be limited due to, among other things, restrictive covenants in our secured credit facilities. In addition, because RKSI Acquisition Corporation and Zebra Acquisition Corporation will continue to be subject to income taxes in both the United States and foreign jurisdictions, income allocated to such corporate subsidiaries for tax purposes will reduce the distributions made to ZoomInfo OpCo, thereby reducing our allocable share of U.S. taxable income of ZoomInfo OpCo. See "Risk Factors—Risks Related to Our Organizational Structure—ZoomInfo Technologies Inc. is a holding company, its only material asset after completion of this offering will be its interest in ZoomInfo HoldCo, which is a holding company whose only material asset after the completion of this offering will be its interest in ZoomInfo OpCo, and ZoomInfo Technologies Inc. is accordingly dependent upon distributions from ZoomInfo OpCo through ZoomInfo HoldCo to pay taxes, make payments under the tax receivable agreements, and pay dividends."

Results of Operations

The following table presents our results of operations for the years ended December 31, 2018 and 2019 and the three months ended March 31, 2019 and 2020:

	Year Ended December 31,		Three Months Ended March 31,	
($ in millions)	**2018**	**2019**	**2019**	**2020**
Revenue	$ 144.3	$ 293.3	$ 54.6	$ 102.2
Cost of service:				
Cost of service(1)	30.1	43.6	9.1	14.8
Amortization of acquired technology	7.7	25.0	5.6	5.6
Gross profit	106.4	224.7	39.9	81.8
Operating expenses:				
Sales and marketing(1)	42.4	90.2	18.3	34.1
Research and development(1)	6.1	30.1	5.2	9.9
General and administrative(1)	20.8	35.1	6.7	10.0
Amortization of other acquired intangibles	7.0	17.6	3.7	4.6
Restructuring and transaction-related expenses	3.6	15.6	7.8	2.9
Total operating expenses	79.9	188.6	41.7	61.5
Income from operations	26.6	36.1	(1.8)	20.3
Interest expense, net	58.2	102.4	23.5	24.5
Loss on debt extinguishment	—	18.2	18.2	2.2
Other (income) expense, net	(0.1)	—	—	(0.1)
Loss before income taxes	(31.5)	(84.5)	(43.5)	(6.3)
Benefit from income taxes	2.9	6.5	3.3	0.4
Net income (loss)	$ (28.6)	$ (78.0)	$ (40.2)	$ (5.9)

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

	Year Ended December 31,		Three Months Ended March 31,	
($ in millions)	**2018**	**2019**	**2019**	**2020**
Cost of service	$ 8.3	$ 4.0	$ 1.2	$ 1.7
Sales and marketing	15.8	11.2	2.7	6.4
Research and development	1.1	4.7	0.3	1.6
General and administrative	7.5	5.2	1.4	1.6
Total equity-based compensation expense	$ 32.7	$ 25.1	$ 5.6	$ 11.3

Three Months Ended March 31, 2020 and Three Months Ended March 31, 2019

Revenue . Revenue was $102.2 million for the three months ended March 31, 2020, an increase of $47.6 million , or 87% , as compared to $54.6 million for the three months ended March 31, 2019. This increase was primarily due to the addition of new customers over the past 12 months and net expansion with existing customers. Excluding the impact of the legacy contracts with customers acquired in the purchases of Pre-Acquisition ZI, NeverBounce, and Komiko, and the renewals and upsells thereof, revenue increased by $32.3 million . The increase in revenue, excluding the impact of customers acquired, was primarily driven by sales to new customers and, to a lesser extent, by the addition of additional subscriptions to existing customers and recognition of revenue for renewed contracts at the contracted value, as opposed to the fair value ascribed to acquired contracts under purchase accounting, offset by cancellations and subscription reductions upon renewal. As of March 31, 2020, we had over 15,000 customers, an increase of about 3,000 customers, or 22% , as compared to over 12,000 customers as of March 31, 2019. As of March 31, 2020, over 630 of our customers spent more than $100,000 in ACV, an increase of approximately 220 customers, or 53% , as compared to over 410 customers who spent more than $100,000 in ACV as of March 31, 2019. On a pro forma basis, the combined revenue of ZoomInfo OpCo and Pre-Acquisition ZI would have been $103.5 million for the three months ended March 31, 2020, an increase of $31.3 million , or 43% , as compared to $72.2 million for the three months ended March 31, 2019, calculated as if the acquisition had occurred on January 1, 2018.

Cost of Service. Cost of service was $20.4 million for the three months ended March 31, 2020, an increase of $5.8 million , or 39% , as compared to $14.7 million for the three months ended March 31, 2019. The increase was primarily due to additional headcount and related salaries, equity compensation, and benefits expenses, as well as additional hosting expense to support new and growing customers. On a pro forma basis, the combined cost of services of ZoomInfo OpCo and Pre-Acquisition ZI would have been $20.4 million for the three months ended March 31, 2020, an increase of $3.6 million , or 21% , as compared to $16.8 million for the three months ended March 31, 2019, calculated as if the Zoom Information Acquisition had occurred on January 1, 2018.

The pro forma results shown above include amortization of fair value adjustments to acquired intangible assets and fair value adjustments to unearned revenue as if the acquisition had occurred on January 1, 2018. See “—Non-GAAP Financial Measures—Allocated Combined Receipts” for more on the impact of fair value adjustments to acquired unearned revenue. Management believes presenting such pro forma results is useful to investors because it demonstrates the significant impact on revenue trends resulting from the Zoom Information Acquisition during the periods presented, and the related fair value adjustments required under purchase accounting that impact year-over-year comparisons. The pro forma results shown above are provided for informational purposes only and is not necessarily indicative of the operating results that would have occurred if the acquisitions had occurred on January 1, 2018, nor is it indicative of our future results.

Operating Expenses. Operating expenses were $61.5 million for the three months ended March 31, 2020, an increase of $19.7 million , or 47% , as compared to $41.7 million for the three months ended March 31, 2019. The increase was primarily due to:

- an increase in sales and marketing expense of $15.8 million , or 86% , to $34.1 million for the three months ended March 31, 2020, due primarily to additional headcount and related salaries, equity compensation, and benefits expenses added to drive continued incremental sales;

- an increase in research and development expense of $4.6 million , or 87% , to $9.9 million for the three months ended March 31, 2020, due primarily to additional engineering and product management resources added through the Zoom Information Acquisition and additional equity compensation expense;

- an increase in general and administrative expense of $3.3 million , or 48% , to $10.0 million for the three months ended March 31, 2020, due primarily to additional headcount and related salaries, equity compensation, and benefits expenses to support the larger organization;

- an increase in amortization of acquired intangibles expense of $1.0 million , or 26% , to $4.6 million for the three months ended March 31, 2020, due to additional amortization expense related to intangible assets acquired in the Zoom Information Acquisition; and

- a decrease in restructuring and transaction-related expense of $4.9 million , or 63% , to $2.9 million for the three months ended March 31, 2020, due to the one-time nature of expenses incurred in completing the Zoom Information Acquisition and related restructuring activities in 2019 that did not recur.

Interest Expense, Net . Interest expense, net was $24.5 million for the three months ended March 31, 2020, an increase of $1.1 million , or 5% , as compared to $23.5 million for the three months ended March 31, 2019. The increase was primarily due to additional debt that we incurred to fund the Zoom Information Acquisition in February 2019, largely offset by decreasing LIBOR rates.

Other (Income) Expense, Net. Other (income) expense, net was $(0.1) million for the three months ended March 31, 2020, a decrease of $0.1 million , or 494% , as compared to $0.0 million for the three months ended March 31, 2019, driven largely by greater foreign exchange remeasurement gains.

Benefit from Income Tax. Benefit from income tax was $0.4 million for the three months ended March 31, 2020, a decrease of $2.9 million , or 87% , as compared to $3.3 million for the three months ended March 31, 2019. The decrease was primarily due to greater losses before tax.

Year Ended December 31, 2019 and Year Ended December 31, 2018

Revenue . Revenue was $293.3 million for the year ended December 31, 2019, an increase of $149.1 million , or 103% , as compared to $144.3 million for the year ended December 31, 2018. This increase was primarily due to new customers acquired in the acquisitions of Pre-Acquisition ZI, NeverBounce, and Komiko, as well as the organic addition of new customers and net expansion with existing customers. Excluding the impact of the legacy platform contracts with customers acquired in the purchases of Pre-Acquisition ZI, NeverBounce, and Komiko, and the renewals and upsells thereof, revenue increased by $60.5 million . The increase in revenue, excluding the impact of customers acquired, was primarily driven by sales to new customers and, to a lesser extent, by the addition of additional subscriptions to existing customers, offset by cancellations and subscription reductions upon renewal. As of December 31, 2019, we had over 14,000 customers, an increase of about 3,000 customers, or 25%, as compared to over 11,000 customers on a combined basis, including non-overlapping customers of Pre-Acquisition ZI, as of December 31, 2018. As of December 31, 2019, over 580 of our customers spent more than $100,000 in ACV, an increase of approximately 200 customers, or 53%, as compared to over 380 customers of ZoomInfo and Pre-Acquisition ZI on a combined basis who spent more than $100,000 in ACV, as of December 31, 2018. On a pro forma basis, the combined revenue of ZoomInfo OpCo and Pre-Acquisition ZI would have been $334.2 million for the year ended December 31, 2019, an increase of $128.4 million , or 62% , as compared to $205.8 million for the year ended December 31, 2018, calculated as if the acquisition had occurred on January 1, 2018.

Cost of Service. Cost of service was $68.7 million for the year ended December 31, 2019, an increase of $30.8 million , or 81% , as compared to $37.9 million for the year ended December 31, 2018. The increase was primarily due to additional amortization of acquired technology that arose from the Zoom Information Acquisition and additional headcount and hosting expense to support acquired and new customers. On a pro forma basis, the combined cost of services of ZoomInfo OpCo and Pre-Acquisition ZI would have been $70.7 million for the year ended December 31, 2019, an increase of $9.9 million , or 16% , as compared to $60.9 million for the year ended December 31, 2018, calculated as if the acquisition had occurred on January 1, 2018.

The pro forma results shown above include amortization of fair value adjustments to acquired intangible assets and fair value adjustments to unearned revenue as if the acquisition had occurred on January 1, 2018. See "—Non-GAAP Financial Measures—Allocated Combined Receipts" for more on the impact of fair value adjustments to acquired unearned revenue. Management believes presenting such pro forma results is useful to investors because it demonstrates the significant impact on revenue trends resulting from the Zoom Information Acquisition during the periods presented, and the related fair value adjustments required under purchase accounting that impact year-over-year comparisons. The pro forma results shown above are provided for informational purposes only and is not necessarily indicative of the operating results that would have occurred if the acquisitions had occurred on January 1, 2018, nor is it indicative of our future results.

Operating Expenses. Operating expenses were $188.6 million for the year ended December 31, 2019, an increase of $108.7 million, or 136%, as compared to $79.9 million for the year ended December 31, 2018. The increase was primarily due to:

- an increase in sales and marketing expense of $47.8 million , or 113% , to $90.2 million for the year ended December 31, 2019, due primarily to additional sales and marketing resources added through the Zoom Information Acquisition and additional hiring to drive continued incremental sales;
- an increase in research and development expense of $24.0 million , or 392% , to $30.1 million for the year ended December 31, 2019, due primarily to additional engineering and product management resources added through the Zoom Information Acquisition;
- an increase in general and administrative expense of $14.4 million , or 69% , to $35.1 million for the year ended December 31, 2019, due primarily to additional resources added through the Zoom Information Acquisition and additional hiring to support the larger organization;
- an increase in amortization of acquired intangibles expense of $10.6 million , or 152% , to $17.6 million for the year ended December 31, 2019, due to additional amortization expense related to intangible assets acquired in the Zoom Information Acquisition; and
- an increase in restructuring and transaction-related expense of $12.0 million , or 334% , to $15.6 million for the year ended December 31, 2019, due to expenses incurred in completing the Zoom Information acquisition of Pre-Acquisition ZI and restructuring activities undertaken as part of and after the Zoom Information Acquisition to rationalize certain research, engineering, and general and administrative activities, offset by restructuring and transaction-related expenses in the year ended December 31, 2018 related to the investment in us by Carlyle and the NeverBounce acquisition that did not recur.

Interest Expense, Net . Interest expense, net was $102.4 million for the year ended December 31, 2019, an increase of $44.3 million , or 76% , as compared to $58.2 million for the year ended December 31, 2018. The increase was primarily due to additional debt that we incurred to fund the Zoom Information Acquisition, partially offset by decreasing LIBOR rates.

Other (Income) Expense, Net. Other (income) expense, net was $0.0 million for the year ended December 31, 2019, an increase of $0.1 million , or 67% , as compared to $(0.1) million for the year ended December 31, 2018.

Benefit from Income Tax. Benefit from income tax was $6.5 million for the year ended December 31, 2019, an increase of $3.6 million, or 127%, as compared to $2.9 million for the year ended December 31, 2018. The increase was primarily due to greater losses before tax.

Selected Quarterly Financial Information

The following tables present the unaudited quarterly historical consolidated financial and other data for ZoomInfo OpCo and its subsidiaries for each of the nine quarterly periods ending March 31, 2020. The unaudited quarterly historical consolidated financial and other data have been prepared on the same basis as the audited consolidated financial statements of ZoomInfo OpCo included elsewhere in this prospectus. In our opinion, the unaudited quarterly historical consolidated financial information have included all adjustments, which include normal recurring adjustments, necessary to present fairly in all material respects our financial position and results of operations for these periods. This information should be read in conjunction with the consolidated financial statements of ZoomInfo OpCo and the related notes included elsewhere in this prospectus. The results of historical periods are not necessarily indicative of the results in any future period and the results of a particular quarter or other interim period are not necessarily indicative of the results for a full year.

As a result of a number of factors, including the Zoom Information Acquisition, our historical results of operations are not comparable from period to period and may not be comparable to our financial results of operations in future periods. For additional discussion of these factors, see “—Factors Affecting the Comparability of Our Results of Operations.”

	Three Months Ended								
	March 31, 2018	June 30, 2018	September 30, 2018	December 31, 2018	March 31, 2019	June 30, 2019	September 30, 2019	December 31, 2019	March 31, 2020
	(in millions)								
Revenue	31.5	34.6	37.4	40.8	54.6	68.5	79.1	91.1	102.2
Gross profit	20.7	24.8	29.4	31.7	39.9	50.9	61.3	72.6	81.8
Income (loss) from operations	(4.4)	3.9	13.5	13.6	(1.8)	5.6	13.1	19.2	20.3
Net income (loss)	(16.3)	(10.5)	(1.5)	(0.3)	(40.2)	(19.9)	(12.4)	(5.5)	(5.9)

Allocated Combined Receipts

	Three Months Ended								
	March 31, 2018	June 30, 2018	September 30, 2018	December 31, 2018	March 31, 2019	June 30, 2019	September 30, 2019	December 31, 2019	March 31, 2020
	(in millions)								
Revenue	31.5	34.6	37.4	40.8	54.6	68.5	79.1	91.1	102.2
Impact of fair value adjustments to acquired unearned revenue[a]	1.2	0.8	0.5	0.4	8.5	10.7	8.1	4.9	1.4
Pre-Acquisition ZI revenue[b]	11.7	14.2	19.9	26.7	9.7	—	—	—	—
Impact of fair value adjustments to acquired unearned revenue recorded by Pre-Acquisition ZI[c]	5.9	5.9	2.6	0.3	0.1	—	—	—	—
Pre-acquisition revenue of other acquired companies[d]	2.3	2.4	2.1	0.2	0.2	0.2	0.2		—
Allocated Combined Receipts	52.7	57.8	62.4	68.3	73.1	79.4	87.5	96.1	103.6

(a) Represents the impact of fair value adjustments to acquired unearned revenue relating to services billed by an acquired company, including Pre-Acquisition ZI, prior to our acquisition of that company. These adjustments represent the difference between the revenue recognized based on management’s estimate of fair value of acquired unearned revenue and the receipts billed prior to the acquisition less revenue recognized prior to the acquisition.
(b) Figures include revenue recognized by Pre-Acquisition ZI for the periods prior to our acquisition of Pre-Acquisition ZI.
(c) Primarily represents the impact of fair value adjustments to acquired unearned revenue relating to services billed by a predecessor entity, prior to the acquisition of that predecessor entity by Pre-Acquisition ZI. These adjustments represent the difference between the revenue recognized based on Pre-Acquisition ZI management’s estimate of fair value of acquired unearned revenue and the receipts billed prior to the acquisition less revenue recognized prior to the acquisition.
(d) We acquired the assets of NeverBounce in September 2018. Additionally, Pre-Acquisition ZI acquired Datanyze in September 2018, and Komiko in October 2019. Figures include revenue recognized by these entities for the periods presented prior to their respective acquisitions.

Adjusted Operating Income

	Three Months Ended								
	March 31, 2018	June 30, 2018	September 30, 2018	December 31, 2018	March 31, 2019	June 30, 2019	September 30, 2019	December 31, 2019	March 31, 2020
	(in millions)								
Net loss	(16.3)	(10.5)	(1.5)	(0.3)	(40.2)	(19.9)	(12.4)	(5.5)	(5.9)
Provision for taxes	(0.8)	(0.2)	(0.1)	(1.7)	(3.3)	(1.4)	(1.0)	(0.8)	(0.4)
Interest expense, net	12.8	14.7	15.1	15.6	23.5	26.9	26.5	25.6	24.5
Loss on debt extinguishment	—	—	—	—	18.2	—	—	—	2.2
Other (income) expense, net[a]	—	(0.1)	—	—	—	—	—	(0.1)	(0.1)
Income from operations	(4.4)	3.9	13.5	13.6	(1.8)	5.6	13.1	19.2	20.3
Impact of fair value adjustments to acquired unearned revenue[b]	1.2	0.8	0.5	0.4	8.5	10.7	8.1	4.9	1.4
Amortization of acquired technology	1.9	1.9	1.9	2.0	5.6	7.4	6.7	5.5	5.6
Amortization of other acquired intangibles	1.7	1.7	1.8	1.7	3.7	4.6	4.6	4.6	4.6
Equity-based compensation	15.3	10.8	3.2	3.4	5.6	6.0	5.6	8.0	11.3
Restructuring and transaction-related expenses[c]	0.7	0.5	0.4	2.0	7.8	1.3	2.8	3.8	2.9
Integration costs and acquisition-related compensation[d]	1.4	0.8	0.7	0.3	2.4	5.8	6.1	1.2	3.0
Adjusted Operating Income	17.7	20.4	22.0	23.5	31.7	41.3	47.0	47.2	49.1

(a) Primarily represents foreign exchange remeasurement gains and losses.

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

(c) Represents costs directly associated with acquisition or disposal activities, including employee severance and termination benefits, contract termination fees and penalties, and other exit or disposal costs. For the year ended December 31, 2019, this expense related primarily to the acquisition of Pre-Acquisition ZI, including professional fees, severance and acceleration of payments for terminated employees, and accretion related to deferred consideration. For the year ended December 31, 2018, this expense related primarily to Carlyle's investment in us. For the three months ended March 31, 2020, this expense related primarily to professional fees for the preparation for an initial public offering. For the three months ended March 31, 2019, this expense related primarily to the acquisition of Pre-Acquisition ZI, including professional fees, severance, and acceleration of payments for terminated employees.

(d) Represents costs directly associated with integration activities for acquisitions and acquisition-related compensation, which includes transaction bonuses and retention awards. For the year ended December 31, 2019, this expense related primarily to activities resulting from the acquisition of Pre-Acquisition ZI, including consulting and professional services costs, cash vesting payments (see Note 4 – Business Combinations to our consolidated financial statements included elsewhere in this prospectus), and transaction bonuses and other compensation, as well as expense incurred for retention awards granted upon the Company's acquisitions of RainKing, NeverBounce, and Komiko. For the year ended December 31, 2018, this expense related primarily to retention awards granted upon our acquisition of RainKing and transaction bonuses paid upon Carlyle's investment in us. For the three months ended March 31, 2020, this expense related primarily to cash vesting payments from the acquisition of Pre-Acquisition ZI (see Note 4 – Business Combinations to our consolidated financial statements included elsewhere in this prospectus). For the three months ended March 31, 2019, this expense related primarily to activities resulting from the acquisition of Pre-Acquisition ZI, including cash vesting payments (see Note 4 – Business Combinations to our consolidated financial statements included elsewhere in this prospectus) and transaction bonuses, as well as expense incurred for retention awards granted upon the Company's acquisitions of RainKing and NeverBounce. This expense is included in cost of service, sales and marketing expense, research and development expense, and general and administrative expense as follows:

	Three Months Ended								
	March 31, 2018	June 30, 2018	September 30, 2018	December 31, 2018	March 31, 2019	June 30, 2019	September 30, 2019	December 31, 2019	March 31, 2020
	(in millions)								
Cost of service	$ 0.1	$ —	$ 0.1	$ —	$ —	$ 0.1	$ 0.2	$ 0.1	$ 0.1
Sales and marketing	0.3	—	0.1	0.1	1.0	2.0	2.1	0.6	1.0
Research and development	—	—	—	0.1	0.8	0.8	1.5	0.8	1.6
General and administrative	0.9	0.8	0.5	0.1	0.6	2.9	2.3	(0.4)	0.2
Total integration costs and acquisition-related compensation	$ 1.4	$ 0.8	$ 0.7	$ 0.3	$ 2.4	$ 5.8	$ 6.1	$ 1.2	$ 3.0

	Three Months Ended								
	March 31, 2018	June 30, 2018	September 30, 2018	December 31, 2018	March 31, 2019	June 30, 2019	September 30, 2019	December 31, 2019	March 31, 2020
	(in millions)								
Adjusted Operating Income	17.7	20.4	22.0	23.5	31.7	41.3	47.0	47.2	49.1
Revenue	31.5	34.6	37.4	40.8	54.6	68.5	79.1	91.1	102.2
Impact of fair value adjustments to acquired unearned revenue	1.2	0.8	0.5	0.4	8.5	10.7	8.1	4.9	1.4
Revenue for adjusted operating margin calculation	32.8	35.4	37.9	41.2	63.1	79.2	87.2	96.1	103.6
Adjusted Operating Income Margin	54.2%	57.7%	58.1%	57.1%	50.2%	52.1%	53.9%	49.1%	47.4%

	As of								
	March 31, 2018	June 30, 2018	September 30, 2018	December 31, 2018	March 31, 2019	June 30, 2019	September 30, 2019	December 31, 2019	March 31, 2020
	(in millions)								
Cash and cash equivalents	3.5	5.5	4.4	9.0	68.4	29.0	39.1	41.4	63.0
Total assets	579.0	578.3	582.2	591.0	1,542.2	1,508.0	1,507.1	1,561.9	1,577.9
Long-term debt (including current portion)	622.4	625.9	634.3	633.7	1,206.2	1,205.3	1,204.3	1,203.3	1,238.8
Unearned revenue (including current portion)	44.5	49.8	46.6	52.5	105.3	130.3	133.2	159.1	173.2
Total liabilities	691.6	699.5	704.4	710.1	1,503.6	1,508.5	1,524.4	1,575.5	1,597.8

Cash Flows

	Three Months Ended								
	March 31, 2018	June 30, 2018	September 30, 2018	December 31, 2018	March 31, 2019	June 30, 2019	September 30, 2019	December 31, 2019	March 31, 2020
	(in millions)								
Net cash provided by (used in) operating activities[1]	11.6	13.0	7.4	11.8	14.2	(5.3)	18.5	17.0	28.3
Net cash provided by (used in) investing activities	(0.9)	(1.0)	(9.7)	(1.5)	(708.6)	(12.5)	(3.1)	(12.5)	(4.1)
Net cash provided by (used in) financing activities	(15.4)	(10.0)	1.2	(5.7)	755.0	(21.7)	(5.3)	(2.2)	(2.6)

(1) Net cash provided by (used in) operating activities includes cash payments for interest as follows:

	Three Months Ended								
	March 31, 2018	June 30, 2018	September 30, 2018	December 31, 2018	March 31, 2019	June 30, 2019	September 30, 2019	December 31, 2019	March 31, 2020
Cash paid for interest	8.6	10.3	10.3	11.0	5.6	42.1	23.0	24.4	23.3

Liquidity and Capital Resources

As of March 31, 2020, we had $63.0 million of cash and cash equivalents and $65.0 million available under our first lien revolving credit facility. 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. We are currently in compliance with the covenants under the credit agreements governing our secured credit facilities and we expect to remain in compliance with our covenants.

We generally invoice our subscription customers annually or quarterly in advance of our subscription services. Therefore, a substantial source of our cash is from such prepayments, which are included in our consolidated balance sheet as unearned revenue. Unearned revenue consists of billed fees for our subscriptions, prior to satisfying the criteria for revenue recognition, which are subsequently recognized as revenue in accordance with our revenue recognition policy. As of March 31, 2020, we had unearned revenue of $173.2 million , of which $172.2 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.

After completion of this offering, ZoomInfo Technologies Inc. will be a holding company and will have no material assets other than its ownership of HoldCo Units, and ZoomInfo HoldCo will be a holding company and will have no material assets other than its ownership of OpCo Units. ZoomInfo Technologies Inc. has no independent means of generating revenue. The limited liability company agreement of ZoomInfo OpCo that will be in effect at the time of this offering provides that certain distributions to cover the taxes of the ZoomInfo Tax Group and ZoomInfo Technologies Inc.'s obligations under the tax receivable agreements will be made. Additionally, in the event ZoomInfo Technologies Inc. declares any cash dividend, we intend to cause ZoomInfo HoldCo to cause ZoomInfo OpCo to make distributions to ZoomInfo HoldCo, which in turn will make distributions to ZoomInfo Technologies Inc., in an amount sufficient to cover such cash dividends declared by us. Deterioration in the financial condition, earnings, or cash flow of ZoomInfo OpCo and its subsidiaries for any reason could limit or impair their ability to pay such distributions. In addition, the terms of our financing arrangements, including the secured credit facilities, contain covenants that may restrict ZoomInfo OpCo and its subsidiaries from paying such distributions, subject to certain exceptions. Further, ZoomInfo HoldCo and ZoomInfo OpCo are generally prohibited under Delaware law from making a distribution to a member to the extent that, at the time of the distribution, after giving effect to the distribution, liabilities of ZoomInfo HoldCo or ZoomInfo OpCo (with certain exceptions), as applicable, exceed the fair value of its assets. Subsidiaries of ZoomInfo OpCo are generally subject to similar legal limitations on their ability to make distributions to ZoomInfo OpCo. See "Dividend Policy" and "Risk Factors—Risks Related to Our Organizational Structure—ZoomInfo Technologies Inc. is a holding company, its only material asset after completion of this offering will be its interest in ZoomInfo HoldCo, which is a holding company whose only material asset after the completion of this offering will be its interest in ZoomInfo OpCo, and ZoomInfo Technologies Inc. is accordingly dependent upon distributions from ZoomInfo OpCo through ZoomInfo HoldCo to pay taxes, make payments under the tax receivable agreements, and pay dividends."

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."

Historical Cash Flows

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

	Year Ended December 31,		Three Months Ended March 31,	
($ in millions)	**2018**	**2019**	**2019**	**2020**
Net cash provided by (used in) operating activities	$ 43.8	$ 44.4	$ 14.2	$ 28.3
Net cash provided by (used in) investing activities	(13.1)	(736.7)	(708.6)	(4.1)
Net cash provided by (used in) financing activities	(29.9)	725.8	755.0	(2.6)
Net increase (decrease) in cash and cash equivalents	$ 0.8	$ 33.5	$ 60.6	$ 21.6

Cash Flows from (used in) Operating Activities

Net cash provided by operations was $28.3 million for the three months ended March 31, 2020 as a result of a net loss of $5.9 million , adjusted by non-cash charges of $33.9 million and an increase of $0.3 million in our operating assets and liabilities. The non-cash charges are primarily comprised of depreciation and amortization of $12.2 million , equity-based compensation of $11.3 million , and amortization of deferred commission costs of $5.4 million . The change in operating assets and liabilities was primarily the result of an increase in unearned revenue of $14.0 million due to the timing of billings and cash received in advance of revenue recognition for subscription services, partially offset by a decrease in accrued expenses and other liabilities of $10.0 million and an increase in deferred costs and other assets of $6.3 million .

Net cash provided by operations was $14.2 million for the three months ended March 31, 2019 as a result of a net loss of $40.2 million , adjusted by non-cash charges of $23.9 million and an increase of $30.5 million in our operating assets and liabilities. The non-cash charges are primarily comprised of $5.6 million in equity-based compensation, $10.3 million in depreciation and amortization, and loss on debt extinguishment of $9.4 million . The change in operating assets and liabilities was primarily the result of an increase in unearned revenue of $17.8 million and an increase in accrued expenses and other liabilities of $17.0 million , partially offset by an increase in deferred costs and other assets of $3.1 million .

Net cash from operations increased by $14.1 million for the three months ended March 31, 2020 relative to the three months ended March 31, 2019. The increase in cash flows from operations comprised an increase in cash outflows related to cash interest expense, which increased by $17.7 million from the three months ended March 31, 2019 to the three months ended March 31, 2020, a decrease in cash flows related to restructuring and transaction-related expenses, which decreased by $3.6 million from the three months ended March 31, 2019 to the three months ended March 31, 2020, and a decrease in integration costs and transaction-related compensation, which increased by $1.3 million from the three months ended March 31, 2019 to the three months ended March 31, 2020. This aggregate increase in cash outflows was offset by increases in cash generated from other operating activities. We believe that understanding the impact of these items on cash flows provides management and investors with useful supplemental information about the known trends and uncertainties that have impacted historical results and are reasonably likely to shape future results. The following factors have had significant impacts on our liquidity measures and future impacts on our liquidity that may differ from historical trends as described below:

- Interest paid in cash increased significantly from the three months ended March 31, 2019 to the three months ended March 31, 2020. This increase primarily related to the additional debt that we incurred to fund the acquisition of Pre-Acquisition ZI on February 1, 2019 and the deferral of interest payments related to the debt until May 2020. We plan to use a portion of the proceeds from this offering to repay a portion of our indebtedness, which would result in our future liquidity increasing due to decreased debt service commitments. See “Use of Proceeds.”

- Restructuring and transaction-related expenses decreased significantly from the three months ended March 31, 2019 to the three months ended March 31, 2020. This decrease primarily related to the costs incurred to pursue and complete the acquisition of Pre-Acquisition ZI and the related restructuring activities to align the combined organization, which did not recur and were partially offset by the expenses incurred in 2020 to prepare for this offering.

- Integration costs and transaction-related compensation decreased modestly from the three months ended March 31, 2019 to the three months ended March 31, 2020. These expenses primarily related to the costs incurred to integrate Pre-Acquisition ZI and ongoing costs related to the Cash Vesting Payment Program (see Note 4 to our audited financial statements included elsewhere in this prospectus). The portion of these expenditures relating to the Cash Vesting Payment Program will continue to recur through 2022.

Net cash provided by operations was $44.4 million for the year ended December 31, 2019 as a result of a net loss of $78.0 million , adjusted by non-cash charges of $93.8 million and a change of $28.6 million in our operating assets and liabilities. The non-cash charges are primarily comprised of depreciation and amortization of $48.7 million , equity-based compensation of $25.1 million , and loss on debt extinguishment of $9.4 million . The change in operating assets and liabilities was primarily the result of an increase in unearned revenue of $71.9 million due to the timing of billings and cash received in advance of revenue recognition for subscription services, and an increase in accrued expenses and other liabilities of $18.2 million , partially offset by increases in accounts receivable of $34.5 million and deferred costs and other assets of $27.8 million .

Net cash provided by operations was $43.8 million for the year ended December 31, 2018 as a result of a net loss of $28.6 million , adjusted by non-cash charges of $67.3 million and a change of $5.1 million in our operating assets and liabilities. The non-cash charges are primarily comprised of $32.7 million in equity-based compensation, $17.3 million in depreciation and amortization, and $16.4 million in paid-in-kind accrued interest. The change in operating assets and liabilities was primarily the result of an increase in unearned revenue of $15.0 million , partially offset by an increase in accounts receivable of $8.9 million and in deferred costs and other assets of $3.3 million .

Net cash from operations increased by $0.6 million in the year ended December 31, 2019 relative to the year ended December 31, 2018. The increase in cash flows from operations comprised increases in cash outflows related to cash interest expense, which increased by $54.8 million from the year ended December 31, 2018 to the year ended December 31, 2019, restructuring and transaction-related expenses, which increased by $9.2 million from the year ended December 31, 2018 to the year ended December 31, 2019, and integration costs and transaction-related compensation, which increased by $11.7 million from the year ended December 31, 2018 to the year ended December 31, 2019. These increases in cash outflows were offset by increases in cash generated from other operating activities. We believe that understanding the impact of these items on cash flows provides management and investors with useful supplemental information about the known trends and uncertainties that have impacted historical results and are reasonably likely to shape future results. The following factors have had significant impacts on our liquidity measures and future impacts on our liquidity that may differ from historical trends as described below:

- Interest paid in cash increased significantly from the year ended December 31, 2018 to the year ended December 31, 2019. This increase primarily related to the additional debt that we incurred to fund the acquisition of Pre-Acquisition ZI on February 1, 2019. We plan to use a portion of the proceeds from this offering to repay a portion of our indebtedness, which would result in our future liquidity increasing due to decreased debt service commitments. See “Use of Proceeds.”

- Restructuring and transaction-related expenses increased significantly from the year ended December 31, 2018 to the year ended December 31, 2019. This increase primarily related to the costs incurred to pursue and complete the acquisition of Pre-Acquisition ZI and the related restructuring activities to align the combined organization, which were partially offset by the expenses incurred in 2018 to complete Carlyle’s investment in us, the NeverBounce acquisition, and restructuring activities related to the RainKing acquisition in 2017 that did not recur.

- Integration costs and transaction-related compensation increased significantly from the year ended December 31, 2018 to the year ended December 31, 2019. This increase primarily related to the costs incurred to integrate Pre-Acquisition ZI and ongoing costs related to the Cash Vesting Payment Program (see Note 4 to our audited financial statements included elsewhere in this prospectus). The portion of these expenditures relating to the Cash Vesting Payment Program will continue to recur through 2022.

($ in millions)	Year Ended December 31, 2018	Year Ended December 31, 2019	Three Months Ended March 31, 2019	Three Months Ended March 31, 2020
Cash interest expense	40.2	95.0	5.6	23.3
Restructuring and transaction-related expenses paid in cash[(a)]	3.6	12.8	7.5	3.9
Integration costs and acquisition-related compensation paid in cash[(b)]	3.2	15.0	2.3	3.6

(a) Represents cash payments directly associated with acquisition or disposal activities, including employee severance and termination benefits, contract termination fees and penalties, and other exit or disposal costs. For the year ended December 31, 2019, these payments related primarily to the acquisition of Pre-Acquisition ZI, including professional fees, severance and acceleration of payments for terminated employees, and deferred consideration. For the year ended December 31, 2018, these payments related primarily to Carlyle's investment in us. For the three months ended March 31, 2020, these payments related primarily to professional fees for the preparation for an initial public offering. For the three months ended March 31, 2019, these payments related primarily to the acquisition of Pre-Acquisition ZI, including professional fees, severance, and acceleration of payments for terminated employees.

(b) Represents cash payments directly associated with integration activities for acquisitions and acquisition-related compensation, which includes transaction bonuses and retention awards. For the year ended December 31, 2019, these payments related primarily to activities resulting from the acquisition of Pre-Acquisition ZI, including consulting and professional services costs, cash vesting payments (see Note 4 – Business Combinations to our consolidated financial statements included elsewhere in this prospectus), and transaction bonuses and other compensation, as well as payments of retention awards granted upon the Company's acquisitions of RainKing and NeverBounce. For the year ended December 31, 2018, these payments related primarily to retention awards granted upon our acquisition of RainKing and transaction bonuses paid upon Carlyle's investment in us. For the three months ended March 31, 2020, these payments related primarily to cash vesting payments from the acquisition of Pre-Acquisition ZI (see Note 4 – Business Combinations to our consolidated financial statements included elsewhere in this prospectus). For the three months ended March 31, 2019, these payments related primarily to activities resulting from the acquisition of Pre-Acquisition ZI, including cash vesting payments (see Note 4 – Business Combinations to our consolidated financial statements included elsewhere in this prospectus) and transaction bonuses, as well as payments of retention awards granted upon the Company's acquisitions of RainKing.

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

Cash Flows from (used in) Investing Activities

Cash used in investing activities during the three months ended March 31, 2020 was $4.1 million , as a result of purchases of property and equipment and other assets.

Cash used in investing activities during the three months ended March 31, 2019 was $708.6 million , primarily as a result of cash payments for the acquisition of Pre-Acquisition ZI of $705.8 million and purchases of property and equipment and other assets of $2.8 million .

Cash used in investing activities during the year ended December 31, 2019 was $736.7 million , primarily as a result of cash payments for the acquisition of Pre-Acquisition ZI of $723.1 million and purchases of property and equipment and other assets of $13.6 million .

Cash used in investing activities during the year ended December 31, 2018 was $13.1 million , primarily as a result of cash payments for the acquisition of NeverBounce of $ 8.5 million and purchases of property and equipment and other assets of $4.6 million .

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

Cash Flows from (used in) Financing Activities

Cash used in financing activities during the three months ended March 31, 2020 was $2.6 million , primarily as a result of financing payments of deferred consideration of $24.0 million , payments to repurchase outstanding member equity of $5.5 million , distributions to equity partners of $5.0 million , and principal payments on long-term debt of $2.2 million , largely offset by proceeds from a draw down on our first lien revolving credit facility of $35.0 million .

Cash provided from financing activities during the three months ended March 31, 2019 was $755.0 million , primarily as a result of proceeds from the issuance of new debt of $1.2 billion and the Series A Preferred Unit issuance of $200.2 million , partially offset by payments on long-term debt of $643.3 million .

Cash provided from financing activities during the year ended December 31, 2019 was $725.8 million , primarily as a result of the issuance of new debt of $1.2 billion and the Series A Preferred Unit issuance of $200.2 million , partially offset by payments on long-term debt of $649.8 million , the payment of debt issuance costs of $16.7 million , and distributions to equity partners of $16.5 million .

Cash used in financing activities during the year ended December 31, 2018 was $29.9 million, primarily as a result of distributions to equity partners of $93.4 million, partially offset by the issuance of new debt of $67.3 million.

Refer to Note 7 – Financing Arrangements of our consolidated financial statements included elsewhere in this prospectus for additional information related to each of our borrowings.

Debt Obligations

In connection with the Zoom Information Acquisition, we repaid our previously outstanding $631.8 million of debt on February 1, 2019 and entered into a new first lien credit agreement and a new second lien credit agreement. Our borrowings under the first lien credit agreement consist of $865.0 million aggregate principal amount of term loans, maturing February 1, 2026, and a $100.0 million revolving credit facility, maturing February 1, 2024. The revolving credit facility was undrawn on February 1, 2019. The second lien credit agreement provides for $370.0 million aggregate principal amount of term loans that mature on February 1, 2027. As of March 31, 2020, we had $856.4 million aggregate principal amount of term loans outstanding under our first lien credit agreement, $370.0 million aggregate principal amount outstanding under our second lien credit agreement, and $35.0 million outstanding under our first lien revolving credit facility. We intend to use a portion of the net proceeds to us from this offering to repay our second lien term loans, including related prepayment penalties, accrued interest, and fees and expenses . See “Use of Proceeds.”

The first lien term loans bear interest, at our election, at either 3.00% over a “base rate” (as defined below) or 4.00% over an adjusted London Interbank Offered Rate (“adjusted LIBOR rate”). Upon the consummation of a “qualified IPO,” the applicable margin for the first lien term loans and revolving credit facility will each be reduced by 0.25%. The second lien term loans bear interest, at our election, at either 7.50% over the base rate or 8.50% over an adjusted LIBOR rate. In both the first lien and second lien credit agreements, the base rate is determined by reference to the highest of (i) 0.50% above the federal funds effective rate, (ii) the rate of interest established by the administrative agent as its “prime rate,” (iii) 1.00% above the adjusted LIBOR rate for dollar deposits with a one-month term commencing that date, and (iv) 1.00% per annum.

The first lien credit agreement is payable in equal installments of $2.2 million on the last business day of each of our fiscal quarters. Commencing in 2020, we are required to prepay an amount equal to 50% of the preceding fiscal year’s excess cash flow, as defined in the first lien credit agreement. The required prepayment is reduced to 25% of the preceding year’s excess cash flow if our consolidated first lien net leverage ratio is less than or equal to 4.40 to 1.00. No prepayment is required if such ratio is less than or equal to 3.90 to 1.00. We have not been required to make a prepayment related to our current first lien credit agreement. Our consolidated first lien net leverage ratio is defined in our first lien credit agreement, and the EBITDA used for that ratio (“Credit Agreement EBITDA”), differs from Adjusted EBITDA due to certain defined add-backs, including pro forma cost savings from synergies and cash generated from changes in unearned revenue. Credit Agreement EBITDA for the 12 months ended March 31, 2020 was $244.8 million . Our consolidated first lien net leverage ratio as of March 31, 2020 was 3.4 x.

No principal payments are required under the second lien credit agreement until all of our obligations under the first lien credit agreement have been discharged.

Amounts borrowed under the revolving credit facility bear interest, at our election, at either 3.0% over the base rate or 4.0% over adjusted LIBOR. These interest rate spreads will decline to 2.75% and 3.75%, respectively, if our consolidated first lien net leverage ratio declines to 4.40 to 1.00 or less. As of March 31, 2020, we had drawn down $35.0 million under our first lien revolving credit facility and $65.0 million remained available. Our first lien credit agreement also provides that, if aggregate borrowings under our revolving credit facility exceed 35% of the total revolving commitment, our consolidated first lien net leverage ratio may not, on the last day of the applicable measurement period, exceed 7.65 to 1.00.

The first lien and second lien credit agreements contain covenants that, among other things, limit our ability to incur additional debt, create liens against our assets, make acquisitions, pay dividends or distributions on our stock, merge or consolidate with another entity, and transfer or sell assets. For a further description of our credit agreements, see “Description of Certain Indebtedness.”

Capital Expenditures

Capital expenditures increased by $1.3 million , or 46% , to $4.1 million in the three months ended March 31, 2020 compared to the three months ended March 31, 2019. The increase reflects increased capital expenditures to support the larger company and greater capitalization of internal development costs.

Capital expenditures increased by $9.0 million, or 196%, to $13.6 million in the year ended December 31, 2019 compared to year ended December 31, 2018. The increase reflects increased capital expenditures to support the larger company and greater capitalization of internal development costs.

Tax Receivable Agreements

Prior to the completion of this offering, we will enter into two tax receivable agreements. We will enter into (i) the Exchange Tax Receivable Agreement with certain of our Pre-IPO OpCo Unitholders and (ii) the Reorganization Tax Receivable Agreement with the Pre-IPO Blocker Holders. These tax receivable agreements will provide for the payment by ZoomInfo Technologies Inc. to such pre-IPO owners and certain Pre-IPO HoldCo Unitholders of 85% of the benefits, if any, that the ZoomInfo Tax Group is deemed to realize (calculated using certain assumptions) as a result of certain tax attributes and benefits covered by the tax receivable agreements. The Exchange Tax Receivable Agreement will provide for the payment by ZoomInfo Technologies Inc. to certain Pre-IPO OpCo Unitholders and certain Pre-IPO HoldCo Unitholders of 85% of the benefits, if any, that the ZoomInfo Tax Group is deemed to realize (calculated using certain assumptions) as a result of (i) the ZoomInfo Tax Group’s allocable share of existing tax basis acquired in this offering and (ii) increases in the ZoomInfo Tax Group’s allocable share of existing tax basis and tax basis adjustments that will increase the tax basis of the tangible and intangible assets of the ZoomInfo Tax Group as a result of sales or exchanges of OpCo Units for shares of Class A common stock after this offering, and certain other tax benefits, including tax benefits attributable to payments under the Exchange Tax Receivable Agreement. The Reorganization Tax Receivable Agreement will provide for the payment by ZoomInfo Technologies Inc. to Pre-IPO Blocker Holders and certain Pre-IPO HoldCo Unitholders of 85% of the benefits, if any, that the ZoomInfo Tax Group is deemed to realize (calculated using certain assumptions) as a result of the ZoomInfo Tax Group’s utilization of certain tax attributes of the Blocker Companies (including the ZoomInfo Tax Group’s allocable share of existing tax basis acquired in the Reorganization Transactions), and certain other tax benefits, including tax benefits attributable to payments under the Reorganization Tax Receivable Agreement. In each case, these increases in existing tax basis and tax basis adjustments generated over time may increase (for tax purposes) the ZoomInfo Tax Group’s depreciation and amortization deductions and, therefore, may reduce the amount of tax that the ZoomInfo Tax Group would otherwise be required to pay in the future, although the IRS may challenge all or part of the validity of that tax basis, and a court could sustain such a challenge. The ZoomInfo Tax Group’s allocable share of existing tax basis acquired in this offering and the increase in the ZoomInfo Tax Group’s allocable share of existing tax basis and the anticipated tax basis adjustments upon exchanges of OpCo Units for shares of Class A common stock may also decrease gains (or increase losses) on future dispositions of certain capital assets to the extent tax basis is allocated to those capital assets. The payment obligations under the tax receivable agreements are an obligation of ZoomInfo Technologies Inc. and not of ZoomInfo OpCo. The ZoomInfo Tax Group expects to benefit from the remaining 15% of realized cash tax benefits. For purposes of the tax receivable agreements, the realized cash tax benefits will be computed by comparing the actual income tax liability of the ZoomInfo Tax Group (calculated with certain assumptions) to the amount of such taxes that the ZoomInfo Tax Group would have been required to pay had there been no existing tax basis, no anticipated tax basis adjustments of the assets of the ZoomInfo Tax Group as a result of exchanges and no utilization of certain tax attributes of the Blocker Companies (including the Blocker Companies' allocable share of existing tax basis), and had ZoomInfo Technologies Inc. not entered into the tax receivable agreements. The term of each tax receivable agreement will continue until all such tax benefits have been utilized or expired, unless (i) ZoomInfo Technologies Inc. exercises its right to terminate one or both tax receivable agreements for an amount based on the agreed payments remaining to be made under the agreement, (ii) ZoomInfo Technologies Inc. breaches any of its material obligations under one or both tax receivable agreements in which case all obligations (including any additional interest due relating to any deferred payments) generally will be accelerated and due as if ZoomInfo Technologies Inc. had exercised its right to terminate the tax receivable agreements, or (iii) there is a change of control of ZoomInfo Technologies Inc., in which case the pre-IPO owners may elect to receive an amount based on the agreed payments remaining to be made under the agreement determined as described above in clause (i). Estimating the amount of payments that may be made under the tax receivable agreements is by its nature imprecise, insofar as the calculation of amounts payable depends on a variety of factors. The amount of existing tax basis and the anticipated tax basis adjustments, as well as the amount and timing of any payments under the tax receivable agreements, will vary depending upon a number of factors, including the timing of exchanges, the price of shares of our Class A common stock at the time of the exchange, the extent to which such exchanges are taxable, the amount of tax attributes, and the amount and timing of our income.

We expect that as a result of the size of the ZoomInfo Tax Group's allocable share of existing tax basis acquired in this offering, the increase in the ZoomInfo Tax Group's allocable share of existing tax basis and the anticipated tax basis adjustment of the tangible and intangible assets of the ZoomInfo Tax Group upon the exchange of OpCo Units for shares of Class A common stock and our possible utilization of certain tax attributes, the payments that ZoomInfo Technologies Inc. may make under the tax receivable agreements will be substantial. We estimate the amount of existing tax basis with respect to which our pre-IPO owners will be entitled to receive payments under the tax receivable agreements (assuming all Pre-IPO OpCo Unitholders excluding the Blocker Companies exchange their OpCo Units (together with a corresponding number of shares of Class B common stock) for shares of Class A common stock on the date of this offering) is approximately $ million (assuming an offering price of $ per share of Class A common stock, which is the midpoint of the price range set forth on the cover of this prospectus). The payments under the tax receivable agreements are not conditioned upon continued ownership of us by the exchanging holders of OpCo Units. See "Certain Relationships and Related Person Transactions—Tax Receivable Agreements."

Contractual Obligations and Commitments

The following table summarizes our material contractual obligations as of December 31, 2019 and the years in which these obligations are due:

		Payments due by Period			
($ in millions)	**Total**	**Less than one year**	**One to three years**	**Three to five years**	**Greater than five years**
Long-term indebtedness[(1)]	$ 1,228.3	$ 8.7	$ 17.3	$ 17.3	$ 1,185.0
Operating leases[(2)]	58.5	6.7	15.1	14.1	22.7
Deferred or contingent consideration[(3)]	35.9	24.9	10.9	—	—
Total contractual obligations	$ 1,322.7	$ 40.3	$ 43.3	$ 31.4	$ 1,207.7

(1) Includes future principal payments on long-term indebtedness through the scheduled maturity dates thereof. Indebtedness is discussed in Note 7 – Financing Arrangements to our consolidated financial statements included elsewhere in this prospectus. Interest incurred on amounts we borrow is based on relative borrowing levels, fluctuations in the variable interest rates, and the spread we pay over those interest rates. As such, we are unable to quantify our future obligations relating to interest and therefore no amounts have been included in the above table.
(2) Represents future payments on existing operating leases through the scheduled expiration dates thereof.
(3) Includes deferred consideration related to the Zoom Information Acquisition and contingent consideration related to the NeverBounce and Komiko acquisitions at non-discounted, currently estimated payout amounts. Acquisitions and related deferred or contingent consideration are discussed in Note 4 – Business Combinations to our consolidated financial statements included elsewhere in this prospectus. Estimated contingent consideration is subject to change depending on results of factors each is based on.

The amounts included in the table above represent agreements that are enforceable and legally binding; any obligations under contracts that we can cancel without significant penalty are not included here. The ultimate timing of these liabilities cannot be determined; therefore, we have excluded these amounts from the contractual obligations table above. Purchase orders issued in the ordinary course of business are not included in the table above as they represent authorizations to purchase the items rather than binding agreements. However, if such claims arise in the future, they could have a material effect on our financial position, results of operations, and cash flows.

The payments that we may be required to make under the tax receivable agreements that we will enter into prior to the completion of this offering may be significant and are not reflected in the contractual obligations tables set forth above, as we are currently unable to estimate the amounts and timing of the payments that may be due thereunder.

Off-Balance Sheet Arrangements

As of March 31, 2020, there were “no off-balance sheet arrangements,” as defined in Item 303(a)(4)(ii) of Regulation S-K.

Critical Accounting Policies and Estimates

We prepare our financial statements in accordance with 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 GAAP with no need for the application of judgment.

In certain circumstances, however, the preparation of consolidated financial statements in conformity with GAAP requires us to make certain estimates, judgments, and assumptions that effect 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.

While our significant accounting policies are more fully described in Note 2 – Basis of Presentation and Summary of Significant Accounting Policies of our consolidated financial statements included elsewhere in this prospectus, we believe the following topics reflect our critical accounting policies and our more significant judgment and estimates used in the preparation of our financial statements.

Revenue Recognition

We derive revenue primarily from subscription services. Our subscription services consist of our SaaS applications and related access to our databases. Subscription contracts are generally based on the number of users that access our applications, the level of functionality that they can access, and the number of datasets that can be accessed. Our subscriptions contracts typically have a term of one to three years and are non-cancellable. We typically bill for services annually in advance or quarterly installment periods.

We analyze contracts to determine the appropriate revenue recognition using the following steps: (i) identification of contracts with customers, (ii) identification of distinct performance obligations in the contract, (iii) determination of contract transaction price, (iv) allocation of contract transaction price to the performance obligations, and (v) determination of revenue recognition based on the timing of satisfaction of the performance obligation(s).

We generally recognize revenue for subscription contracts on a ratable basis over the contract term, beginning on the date that our service is made available to the customer. Unearned revenue results from amounts billed to customers in advance or cash received from customers in advance of the satisfaction of performance obligations.

Effective January 1, 2018, we adopted the requirements of Topic 606 using the full retrospective method of adoption.

Equity-Based Compensation

Equity instruments issued in exchange for services performed by officers, employees, and directors of the Company are accounted for using a fair-value based method, and the fair value of such equity instruments are recognized as expense in the consolidated statements of operations. Typically, the Company issues profits interests to employees and officers with a return threshold that is set based on the fair value of the Company, as determined by the board of directors.

Equity-based compensation expense is measured at the grant date of the equity-based awards that vest over set time periods. Compensation expense is recognized on a straight-line basis over the requisite services period. For profits interests, fair value is estimated using the Black-Scholes option-pricing model. We determine the assumptions for the option-pricing model as follows:

- Risk-free interest rate - The risk-free interest rate is based on the U.S. Treasury yield curve in effect at the date closest to the grant date for zero-coupon U.S. Treasury notes with maturities approximately equal to the expected life of the equity grants.

- Expected life - The expected life represents the period of time that the equity-based awards are expected to remain outstanding, giving consideration to vesting schedules and forfeiture patterns.

- Volatility - The volatility is based on the historical volatility of the stock prices for comparable companies with a look-back period consistent with the expected life.

- Dividend yield - The dividend yield is assumed to be zero.

Equity-based compensation that vests based on a performance event, such as a liquidity event, begins to be recognized at the date that the performance event becomes probable, and compensation expense is recognized on a straight-line basis over any remaining service period. As of January 1, 2019, t he Company adopted ASU 2018-07 and upon the adoption, the Company determined the fair value of outstanding non-vested, non-employee awards and will recognize expense in the same periods and in the same manner as if the Company were to pay cash to the recipient in lieu of the non-employee award. Performance vesting programs are primarily payable in cash from an upper-tier holder of Company equity units based on the appreciation of such units. These awards were modified in December 2019 to add an alternative performance and time vesting condition and to also permit settlement through exchange into the Company's shares in addition to the existing cash-settlement option. The Company re-determined the fair value of these outstanding non-vested, non-employee awards at the time of the modification in December 2019. The modified fair value of these incentive units is based on the Company's underlying common unit equivalent.

Accounting for Business Combinations

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

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

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

Goodwill and Acquired Intangible Assets

Goodwill is calculated as the excess of the purchase consideration paid in a business combination over the fair value of the assets acquired less liabilities assumed. Goodwill is not amortized, but instead is assigned to each of the Company's reporting units and is tested for impairment at least annually or when events and circumstances indicate that fair value of a reporting unit may be below its carrying value. ZoomInfo OpCo 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. The estimated fair value of the reporting unit is based on a projected discounted cash flow model that includes significant assumptions and estimates, including the discount rate, growth rate, and future financial performance. Valuations of similarly situated public companies are also evaluated when assessing the fair value of the reporting unit. If the carrying value of the reporting unit exceeds the fair value, then an impairment loss is recognized for the difference.

Acquired technology, customer lists, trade names or brand portfolios, and other intangible assets are related to previous acquisitions. Acquired intangible assets determined to have definite lives are amortized on a straight-line basis over the estimated period over which we expect to realize economic value related to the intangible asset. The amortization periods range from 2 years to 15 years. Acquired intangible assets determined to have indefinite lives are not amortized, but rather tested for impairment annually, or more often if and when events or circumstances indicate that the carrying value may not be recoverable.

Our most recent impairment assessment in 2018 determined that our goodwill and intangible assets were not impaired as the estimated fair value of our reporting unit substantially exceeded the carrying value.

Income Taxes

ZoomInfo OpCo is comprised of two limited liability companies that are treated as partnerships for federal U.S. tax purposes, 10 limited liability companies that are treated as disregarded entities for federal U.S. tax purposes, two corporations that are C corporations, and two foreign entities.

For partnership and disregarded entities, taxable income and the resulting liabilities are allocated among the owners of the entities and reported on the tax filings for those owners. We record income tax provision, deferred tax assets, and deferred tax liabilities only for the items for which ZoomInfo OpCo is responsible for making payments directly to the relevant tax authority.

Deferred income taxes reflect the net tax effects of temporary differences between the financial reporting and tax basis of assets and liabilities and are measured using the enacted tax rates and laws that will be in effect when such differences are expected to reverse. Such temporary differences are reflected as other assets and deferred tax liabilities on the consolidated balance sheets. A deferred tax asset is recognized if it is more likely than not that a tax benefit will be accepted by a taxing authority.

In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some or all of the deferred tax assets will be realized and, when necessary, a valuation allowance is established. The ultimate realization of the deferred tax assets is dependent upon the generation of future taxable income during the periods in which temporary differences become deductible.

We are required to identify, evaluate, and measure all uncertain tax positions taken or to be taken on tax returns and to record liabilities for the amount of these positions that may not be sustained, or may only partially be sustained, upon examination by the relevant taxing authorities. Although we believe that our estimates and judgments were reasonable, actual results may differ from these estimates. Some or all of these judgments are subject to review by the taxing authorities.

We recognize the tax benefit from entity-level uncertain tax positions if it is more likely than not that the tax position will be sustained on examination by the tax authorities, based on technical merits of the position. The tax benefit is measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement.

After consummation of this offering, we will become subject to U.S. federal income taxes with respect to our allocable share of any U.S. taxable income of ZoomInfo OpCo and will be taxed at the prevailing U.S. corporate tax rates. We will be treated as a U.S. corporation and a regarded entity for U.S. federal, state, and local income taxes. Accordingly, a provision will be recorded for the anticipated tax consequences of our reported results of operations for U.S. federal, state, and foreign income taxes.

JOBS Act Accounting Election

We are an emerging growth company, as defined in the JOBS Act. Under the JOBS Act, emerging growth companies can delay adopting new or revised accounting standards issued subsequent to the enactment of the JOBS Act until such time as those standards apply to private companies. We have elected to use this extended transition period for complying with new or revised accounting standards that have different effective dates for public and private companies until the earlier of the date we (i) are no longer an emerging growth company or (ii) affirmatively and irrevocably opt out of the extended transition period provided in the JOBS Act. As a result, our financial statements may not be comparable to companies that comply with new or revised accounting pronouncements as of public company effective dates.

Recently Issued Accounting Pronouncements

Refer to Note 2 – Basis of Presentation and Summary of Significant Accounting Policies of our consolidated financial statements included elsewhere in this prospectus regarding recently issued accounting pronouncements which we adopted and have not yet adopted and the impact on our consolidated financial statements.

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 effect on our business, financial condition, or results of operations. However, 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

We had significant debt commitments outstanding as of December 31, 2019. These on-balance sheet financial instruments, to the extent they accrue interest at variable interest rates, expose us to interest rate risk. We seek to manage interest rate risk by entering into interest rate swap and interest rate cap agreements with financial institutions. A hypothetical 1.0% increase or decrease in the interest rate associated with our secured credit facilities would have resulted in a $9.4 million impact to interest expense for the year ended December 31, 2019.

Foreign Currency Exchange Rate Risk

To date, our sales contracts have been denominated in U.S. dollars. We have one foreign entity established in Israel. The functional currency of this foreign subsidiary is the U.S. dollar. Monetary assets and liabilities of the foreign subsidiaries are re-measured into U.S. dollars at the exchange rates in effect at the reporting date, non-monetary assets and liabilities are re-measured at historical rates, and revenue and expenses are re-measured at average exchange rates in effect during each reporting period. Foreign currency transaction gains and losses are recorded to non-operating income (loss). As the impact of foreign currency exchange rates has not been material to our historical results of operations, we have not entered into derivative or hedging transactions, but we may do so in the future if our exposure to foreign currency becomes more significant.

Credit Risk

Our financial instruments that are exposed to concentrations of credit risk consist primarily of cash and cash equivalents, and trade and other receivables. We hold cash with reputable financial institutions that often exceed federally insured limits. We manage our credit risk by concentrating our cash deposits with high-quality financial institutions and periodically evaluating the credit quality of those institutions. The carrying value of cash approximates fair value.

Founder's Letter

Letter from Henry Schuck

Co-Founder and Chief Executive Officer

About 20 years ago, I made a choice that dramatically changed my life. I was an undergraduate, and the $5,000 college fund that my single mother had heroically safeguarded for my college education was depleted. I found myself faced with a large tuition bill due and the urgent need for a paying job so that I could complete my education.

In the most serendipitous moment of my professional life, I stumbled into the office of a new entrant in the SaaS go-to-market intelligence space and took a job as a marketing analyst to pay my way through college. Four years later the company sold to private equity and I entered law school. I tried to quiet the voice in my head that was telling me the opportunity in that space was too big to ignore and that what we had achieved was good, but not good enough. And it turns out I couldn't.

So, while still in law school, my co-founder and I put $25,000 on our credit cards and founded what would become ZoomInfo (it was called DiscoverOrg at the time). In doing so, we ventured to help the millions of sales and marketing professionals who wake up every morning with one goal: hitting their number.

Hitting Their Number

For sales and marketing professionals, hitting their number is an emotional, professionally defining and/or debilitating moment that comes at the end of every month, every quarter, and every year. Their number is their scoreboard and whether they hit it or not is binary. Promotions, bonuses, and feelings of accomplishment are linked to that number — you either hit it, or you miss it, there is nothing in between.

If that doesn't sound challenging enough, the ability to successfully, repeatedly, and predictably hit that number month-in and month-out is rife with additional roadblocks, difficulties, and systemic flaws. Territories are poorly mapped, targeting is weak, data in CRMs is incomplete and inaccurate. Sellers waste inordinate amounts of time researching, marketing campaigns go out to random companies at random times, and money is spent in horribly inefficient ways.

The Cost of Bad Go-to-Market Intelligence

Sales and marketing pain is universal. Step out onto any sales floor and you'll hear a familiar chorus of go-to-market pain:

- "I don't have the right contacts at this account"
- "I keep calling disconnected phone numbers"
- "I keep getting blocked by gatekeepers"
- "This company isn't even in my territory anymore. It got acquired"
- "The new CEO at this company used our competitor"
- "The email addresses I have keep bouncing"
- "There are only 100 targetable companies in Los Angeles? That can't be right…"
- "We lost our three best sellers because they couldn't hit their quotas"
- "Marketing didn't hit their pipeline contribution this quarter"

Or worse, you'll hear nothing…and wonder, "Why is the sales floor so quiet?"

Incomplete, stale, or outright inaccurate data on customers and prospects throws sand into the gears of every go-to-market motion. It starts with quiet sales floors and leads to missed numbers, low morale, lost deals, disappointment, and slumps in career trajectory.

Enter ZoomInfo

What ZoomInfo *provides* pales in comparison to what it *enables*.

We *provide* the software, information, and insights that give our customers a 360-degree view of their customers and their prospects. We provide contacts, companies, technology stack data, direct-dial phone numbers, email addresses, corporate hierarchy information, location maps, and hundreds of additional fields. And with proprietary AI and intent overlays, we help our customers create tailored go-to-market strategies based on the profiles and realtime activity of their ideal customers.

What we *enable* is far more impactful. We breathe life into a sales floor, we boost morale, we reduce turnover, we drive the sales and marketing pipeline, and we help companies grow. We do all of this by removing the roadblocks faced by millions of sales and marketing professionals who want to come in, work hard, and hit their number each and every day.

I am humbled by the depth and breadth of our growing customer base. From our earliest customers – who, over a decade ago, recognized the value of our product and put their trust in a 23-year-old's idea – to our newest customers who continue to sophisticate their go-to-market motions with our platform.

I am so proud to stand in front of this organization. I am proud of the culture we have built that constantly asks, "How can I perform better?" "How can we make this better?" "How can we do more good?"

This is a company that stands on the shoulders of its employees who have made countless heroic efforts over the years. They have come in early, they have stayed late, and they have refused to lose every step of the way. *They* are the difference makers.

It is because of them that I know ZoomInfo's best days are ahead of it.

Here's To Hitting Your Number,

- **Henry**

"We've been successful because **we have executed better**, because **we believed in our leadership**, because **we stayed scrappier** and **more nimble than our competitors**, because we **limited the red tape** around the company and **maintained our bootstrapped nature** and **entrepreneurial DNA**.

This is a company that could have died a hundred times over. It's a company that got to where it's at today on the backs of **heroic efforts over the years by our employees** – who gave ZoomInfo a chance; they came in early, stayed late and refused to lose.

And because of all of you we have made it."

- **Henry Schuck**
Founder & CEO

zoominfo

BUSINESS

Overview

Our mission is to unlock actionable business information and insights to make organizations more successful.

ZoomInfo is a leading go-to-market intelligence platform for sales and marketing teams. Our cloud-based platform provides highly accurate and comprehensive information on the organizations and professionals they target. This “360-degree view” enables sellers and marketers to shorten sales cycles and increase win rates by delivering the right message, to the right person, at the right time, to hit their number.

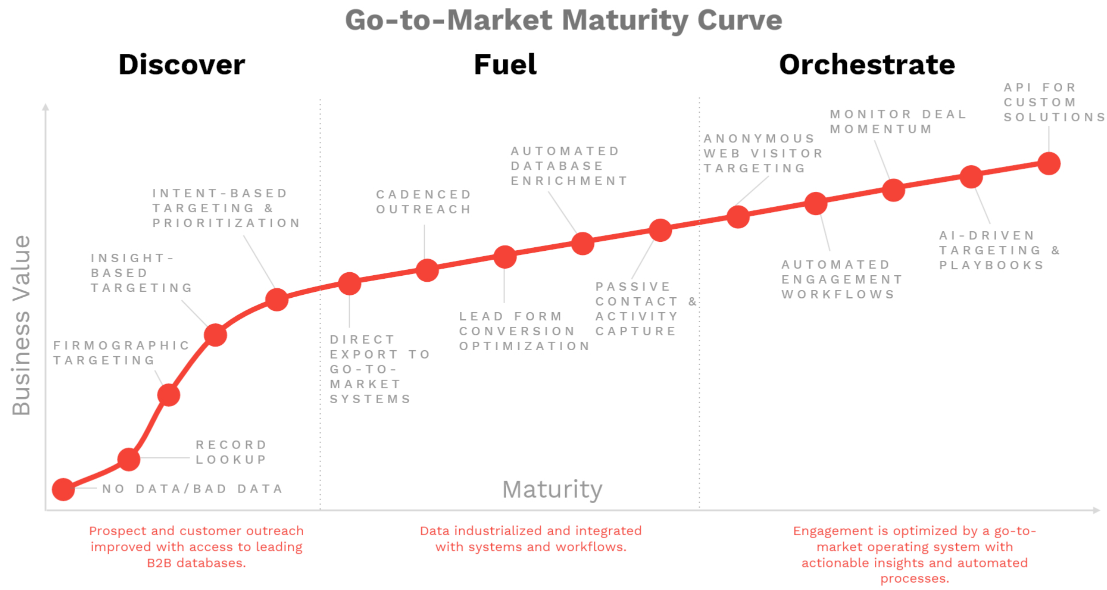
Every business needs to sell effectively to thrive. Today, sales and marketing is inherently inefficient. Sales representatives spend only a third of their time actually selling, in large part because they must spend so much of their time researching, curating, and organizing data, which is often of poor quality. Sales and marketing teams often lack scalable and actionable go-to-market intelligence to engage their customers and prospects. All organizations that sell to other businesses can use ZoomInfo to sell more, in a smarter, better, and faster way.

Today, approximately 202,000 paid users leverage our platform to identify the best target customers, pinpoint the right decision makers, obtain continually updated predictive lead and company scoring, monitor buying signals and other attributes of target companies, craft the right message, engage via automated sales tools, and track progress through the deal cycle.

To enable this, our go-to-market intelligence platform delivers comprehensive and high-quality intelligence and analytics on approximately 14 million companies and over 120 million professionals. We combine that breadth with deep insights, such as personnel moves, pain points, or planned investments, technologies used by companies, intent signals, decision-maker contact information, advanced attributes (such as time series growth, granular department and location information, and employee trends), organizational charts, news and events, hierarchy information, locations, and funding details. All of this can be integrated directly into our customers’ CRM and sales & marketing automation systems. Our intelligence is kept up to date in real time.

By leveraging AI and ML, the ZoomInfo platform is able to process billions of raw data events and refine them into unique and actionable insights. To create these insights, our platform continuously collects, enriches, curates, and verifies the data from millions of proprietary and public sources, including our contributory network, which captures data on approximately 50 million contact record events daily from our free Community Edition users and many of our paying customers.

Our software, insights, and data enable over 15,000 companies to sell and market more effectively and efficiently. Our customers operate in almost every industry vertical, including software, business services, manufacturing, telecommunications, financial services, retail, media and internet, transportation, education, hospitality, and real estate, and range from the largest global enterprises, to mid-market companies, down to small businesses. As customers continue their journey with us, we help them move up the go-to-market maturity curve from basic go-to-market operations, such as finding target accounts and contacts, to more sophisticated motions, such as prioritizing accounts, automating workflows and campaigns, crafting nuanced pitches, and monitoring deal momentum. Our robust suite of software and insights supports every step along that journey.



Independent of size or industry, we believe our platform can make almost any sales and marketing team more effective and more efficient. This broad applicability drives our TAM of approximately $24 billion , according to our estimates. Using the ZoomInfo platform, we have identified over 740,000 global businesses that sell to other businesses and have more than ten employees, which represent our potential customers. Our current customer base of over 15,000 implies penetration of approximately 2% .

Internally, we use the ZoomInfo platform to drive our own highly effective and efficient go-to-market motion. We have developed a high-velocity lead generation engine and invested in tech-enabled processes, such as lead scoring and lead routing, fueled by our data and insights. When combined with our investments in onboarding, training and sales enablement, this results in an optimized go-to-market motion. For the year ended December 31, 2019, our median new business sales cycle from opportunity creation to close was less than 30 days , and our average LTV compared to our average CAC was over 10x . Our focus on customer adoption, success, and expansion helps us to deliver continued value and creates opportunities for increased usage. Today, over 630 of our customers spend more than $100,000 in ACV, with 15 customers spending over $1,000,000 in ACV.

ZoomInfo, formerly known as DiscoverOrg, was co-founded in 2007 by our CEO, Henry Schuck. DiscoverOrg achieved significant organic growth since its founding and acquired Zoom Information, Inc. (“Pre-Acquisition ZI”) in February 2019 to further expand the breadth of our go-to-market intelligence, industry coverage, and addressable market opportunity. Subsequently, the combined business has been re-branded as ZoomInfo. We and Pre-Acquisition ZI generated revenue of $144.3 million and $72.5 million in 2018, respectively, and $293.3 million in 2019 and $9.7 million for the one month ended January 31, 2019, respectively. We generated revenue of $54.6 million and $102.2 million for the three months ended March 31, 2019 and March 31, 2020, respectively. We and Pre-Acquisition ZI generated net income (loss) of $(28.6) million and $(27.5) million in 2018, respectively, and $(78.0) million in 2019 and $0.8 million for the one month ended January 31, 2019, respectively. We generated net income (loss) of $(40.2) million and $(5.9) million for the three months ended March 31, 2019 and March 31, 2020, respectively. We generated Adjusted Operating Income of $83.6 million and $167.1 million in 2018 and 2019, respectively. We generated Adjusted Operating Income of $31.7 million and $49.1 million for the three months ended March 31, 2019 and March 31, 2020, respectively.

Industry Background

Sales and Marketing is Fundamental to Every Business

For every company, sales and marketing is a fundamental function that defines its success. As a result, businesses—from the largest enterprises to the smallest companies—typically spend significantly on sales and marketing activities. For example, Forbes Global 2000 companies collectively spent over $2 trillion on sales and marketing activities alone in 2018 according to Capital IQ. These sales and marketing activities span numerous teams, including demand generation, sales development, account executives, sales engineers, sales operations, sales enablement, product marketing, account management, customer success, customer marketing, managers, and executives. Alignment of these teams, combined with platforms and content to execute effective strategies, is critical to their success.

Business-to-Business ("B2B") Sales and Marketing has Changed

Prior to the advent of sales and marketing technologies, businesses that sold to other businesses operated in an analog world, relying on field sales representatives to gather customer information and navigate sales processes. Sales representatives gathered data through in-person meetings and stored this information in their rolodexes. This process was manual, expensive, and inefficient. The data gathered was limited in depth, breadth, and accuracy, and began decaying as soon as it was captured. As a result, many sales representatives focused on existing customers, without effective methods to identify new accounts to target in a scalable, repeatable way. Additionally, information was often trapped inside the heads or spreadsheets of individual sales representatives and was often not shared with others in their organization. When sales representatives departed for another organization, they took their rolodexes and customer intelligence with them. Businesses lacked scalable systems to capture, disseminate, and leverage data and insights across their organizations.

To address these problems, businesses invested in new technologies to digitally transform the way they sell and market. They adopted CRM systems, primarily to manage the sales process. These CRM systems also provided functionality to digitize sales representatives' rolodexes and centralize information to be made available throughout an organization. Businesses also invested in marketing automation systems and new forms of customer engagement to automate different go-to-market tasks. As the recession hit in 2008, the focus on efficiency accelerated. The CRM market grew from $12 billion in 2009 to $42 billion in 2018, representing a nearly 250% increase, according to a 2019 Global Industry Analysts, Inc. report. In addition, the average percentage of full time sales employees allocated to inside sales representatives, the primary users of these CRM technologies, grew from 9% in 2014 to 16% in 2019 for B2B mid-sized organizations, and, for larger organizations, inside sales becomes a bigger component of the overall sales organization, according to SiriusDecisions.

Despite these investments, businesses still rely largely on manual processes to gather intelligence to drive these systems. Consequently, the data that supports CRM and sales & marketing automation systems and workflows is frequently stale, inaccurate, incomplete, and limited in depth and breadth, making these systems and their impact on the businesses suboptimal and less valuable.

Sales and Marketing is Still Inefficient

According to Salesforce.com, sales representatives spend only a third of their time actually selling, in large part because they must spend so much of their time researching and organizing data, which is often of poor quality. This inefficiency is manifested in three main ways:

1) ***It's hard to find and engage with decision makers*.** Inaccurate or missing contact information plagues efforts to engage with a broad set of targets quickly and efficiently. 30% to 50% of data in customers' CRM and enterprise resource planning systems is incorrect at any given time. A Forrester survey we commissioned in

August 2019 reinforces these findings—only 8% of sales and marketing professionals said that their sales and marketing data is sufficiently accurate (greater than 90% accuracy). As a result, sales and marketing professionals find it difficult to connect with the right person in a specific organization, leading to countless manual one-off efforts to reach prospects, such as guessing email addresses or blindly calling mainline telephone numbers, which often get blocked. Ultimately, once they find the correct information, the data immediately begins to decay.

2) ***It's hard to know when to engage.*** Sales and marketing professionals are much better positioned to land a sale when they have insights into when a customer intends to make a purchase. The earlier they know this, the better. Intent can be signaled by job postings, recent hires, press releases, technology usage, web activity, and buying behaviors. Manually gathering this information across a broad universe of prospects is not feasible, as it requires significant ongoing technology investment and innovation to gather the information at scale and ensure accuracy.

3) ***No data-driven way to prioritize targets.*** Prioritization decisions for sales and marketing resources are often made based on intuition, random knowledge gathering, and instinct, instead of data. When companies do use data, it tends to be static and siloed, and does not reflect changes that happen in businesses every day. In order to properly prioritize accounts, companies need data-driven models to define what an attractive customer looks like and real-time intelligence to assess these targets. High-quality intelligence needs to be programmatically ingested, merged, and evaluated each day to make the sales and marketing process effective.

There is a Need for a Comprehensive Go-to-Market Intelligence Solution

Sales and marketing teams need go-to-market intelligence to engage the right people, at the right companies, with the right message, at the right time. Go-to-market intelligence provides a "360-degree view," aggregating all the information and intelligence gathered from numerous sources that together paint a comprehensive dynamic picture of target customers, their organizational structure, corporate hierarchy, decision-makers, and methods of contact. This all needs to be updated in real time and integrated into workflows through CRM and sales & marketing automation systems—the systems nearly every company uses to manage its sales and marketing processes. This 360-degree view enables sales and marketing professionals to identify the best target customers, pinpoint the right decision makers, obtain continually updated predictive lead and company scoring, monitor buying signals and other attributes of target companies, craft the right message, engage via automated sales tools, and track progress through the deal cycle.

Today, point solutions exist to aid in go-to-market intelligence efforts, but they only address a fraction of the 360-degree view of the customer, and often lack the accuracy required to be effective. These solutions may include contact lists, company databases, technology surveillance providers, buying intent monitors, and news aggregators.

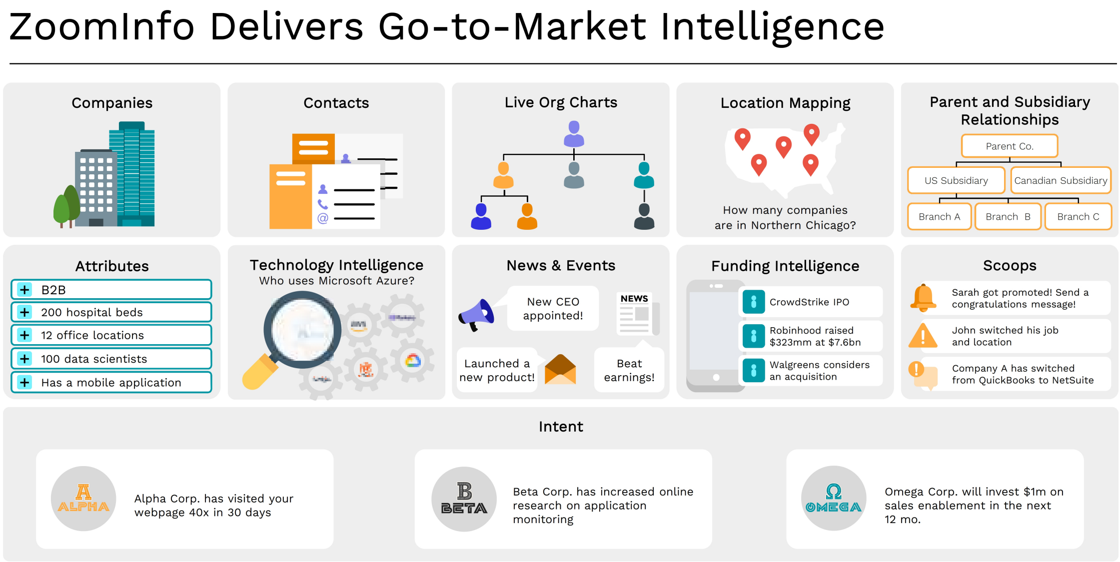
Companies that have implemented some B2B intelligence practices and technology, even at limited levels of maturity, have realized 35% more leads and 45% higher-quality leads, leading to higher revenue and faster growth, according to a Forrester survey we commissioned. The same report found that only 1.2% of companies have mature B2B intelligence practices and technology, indicating that today the market is still in the very early days for adoption of these solutions.

The ZoomInfo Platform

ZoomInfo is the go-to-market intelligence platform for over 15,000 sales and marketing teams worldwide as of March 31, 2020. Our cloud-based platform gives sales and marketing professionals highly accurate and comprehensive information and insights on the organizations and professionals they target. This 360-degree view provides detailed understanding, and coupled with our analytics, shortens sales cycles and increases win rates by enabling sellers and marketers to deliver the right message, to the right person, at the right time, to hit their number.

We had approximately 202,000 paid users using our paid platform as of March 31, 2020 with additional free users on our Community Edition product. Our platform helps users identify the best target customers, pinpoint the right decision makers, obtain continually updated predictive lead and company scoring, monitor buying signals and other attributes of target companies, craft the right message, engage via automated sales tools, and track progress through the deal cycle. Our users work in our platform on a daily basis. Our insights are also integrated into their workflows and CRM and sales & marketing automation systems, including Salesforce, Marketo, HubSpot, Microsoft Dynamics, Oracle Sales Cloud, Bullhorn, Act-On, and a variety of other commonly used tools.

Our 360-Degree View



As of March 31, 2020, our go-to-market platform delivered comprehensive intelligence and analytics on approximately 14 million companies and over 120 million professionals. We enhance these records with curated insights, such as personnel moves, pain points or planned investments, technologies used by companies, intent signals, advanced attributes (such as time series growth, granular department and location information, and employee trends), organizational charts, news and events, hierarchy information, locations, and funding details.

Our intelligence is kept up to date in real time. This enables us to provide our customers with a contractual guarantee that at least 95% of the employment information they access will be current. This is accomplished through a combination of robust systems and processes leveraging AI, ML and our proprietary human-in-the-loop approach.

Furthermore, we also integrate our customer's first-party data with our platform to deliver unique insights. As an example, customers can upload their historic win/loss data into our platform and determine which of our 50,000+ attributes best predicts success for future opportunities. Our go-to-market intelligence platform then identifies the highest-ranked targets across the 14 million companies in our platform.

With ZoomInfo, the sales and marketing process becomes more streamlined and efficient, as demonstrated through the following examples:

- One of the world's largest **banks** uses ZoomInfo to provide their newly hired financial advisors a global network of senior professionals to target from which they can build their books of business.
- A **telecom giant** uses the ZoomInfo application programming interface ("API") to import all of our intelligence into its data lake—combining insights, such as tenants at a particular location and competitor technologies installed, with first-party insights, such as buildings with fiber—to enable their team of thousands of sellers.
- An **enterprise software** company uses ZoomInfo insights, such as the number of cyber security professionals employed and security technologies used at an organization, to conduct third-party vendor risk assessments for its customers, enabling them to make informed selection decisions.

- A Fortune 500 **transportation and logistics** company uses ZoomInfo predictive intent data to identify potential prospects who are conducting online research on “high-volume printing” and “commercial printing solutions.”

- A **healthcare company** combats diabetes, hypertension, and high cholesterol by using ZoomInfo organizational charts to identify the top human resources contacts at large employers able to roll out programs companywide and better lives quickly and efficiently.

- One of the largest **management consulting** firms uses ZoomInfo to conduct targeted market research on behalf of its clients.

- A championship-winning **professional basketball franchise** uses ZoomInfo to identify local businesses to purchase suites and human resources executives to develop employee engagement and perks programs.

- An **HVAC and electrical company** uses ZoomInfo for address and location data so its sellers no longer have to drive around downtown areas looking for potential customers.

- One of the world’s largest **beauty product retailers** uses ZoomInfo to power its recruiting efforts by identifying and sourcing talent.

Our Data Engine

Our Machine Learning and Artificial Intelligence Technologies

We are able to deliver high-quality intelligence at scale by leveraging an AI- and ML-powered engine that gathers data from millions of sources and standardizes, matches to entities, verifies, cleans, and applies the processed data to companies and people at scale to generate insights. To do this, we aggregate and extract distinct types of data, such as revenue, locations, technologies, keywords, contact information, including email addresses, titles, and phone numbers, and many others, from millions of public and proprietary sources, as detailed below. Our evidence-based ML algorithm scores, ranks, and makes determinations about these billions of data points each day. To help train our AI and ML technologies and augment our contributory network, we have a team of 300 research analysts and 40 data scientists with deep expertise in cleaning B2B data. This human-in-the-loop team plays a strategic role, focusing on quality assurance and addressing data and intelligence gaps that technology alone cannot solve. We have processes in place to use our research team to tag anomalies in data, review data pieces that require another manual verification, identify patterns to transform this understanding into algorithms, and identify methods to automate data gathering.

Examples of how the data engine works include:

- We collected 72 pieces of data related to a professional’s contact information over a three-year period, including seven unique email addresses and four unique phone numbers. Our algorithm factors in source count, source reliability, recency, and other attributes to accurately identify the professional’s contact information and publish that information in our platform.

- We receive an email signature from Jane Doe through the contributory network, indicating her role is VP of Application Security at Alpha Corp., we compare that to prior data indicating her job title was Senior Director, and we publish her promotion to our platform.

- The VP of Marketing at a retail company responds to one of our automated surveys, indicating he plans to hire a new digital advertising agency within the next 12 months, which is published as a scoop on our platform.

- Our AI technology reads an agenda for a software company’s conference and identifies that the CEO of Omega Corp. is a keynote speaker at the conference, creating a piece of evidence that Omega Corp. is likely a customer.

- Our human-in-the-loop AI system detects potentially new C-Level hires and surfaces them to research analysts for acceptance or rejection in a review queue. The aggregated feedback from human researchers is used to make decisions about automatically rejecting or accepting future cases.

Our Data Sources

We have a number of data sources, including proprietary sources, that enrich our platform as detailed below.

Contributory Network

Our free users and many of our paying customers contribute data that enhances our platform. Many of our paying customers participate in our contributory network to improve the quality of the data within their CRM and sales & marketing automation systems. Similarly, all of our free Community Edition users participate in our contributory network to get access to data. Our contributory network captures data on approximately 50 million email signatures, email deliverability and contact update records daily. We obtain email signatures, which are rich sources of data, through integrations with email systems, and also obtain unattributed data through integrations with our customers' CRM and sales & marketing automation systems. This gives us visibility into hundreds of millions of confirmatory and disqualifying signals each month, allowing us to keep our data and our customers' data cleaned in real time and create accuracy scores for the content. In addition to enriching our existing data, these types of records often provide us with additional data and actionable insights, such as professionals getting promoted, changing jobs or leaving companies.

Unstructured Public Information

Our patented and proprietary technologies extract and parse unstructured information found on webpages, newsfeeds, blogs, and other public sources, and then match that information with entities that we have previously identified. The conversion of unstructured data to actionable insights at massive scale is highly valuable to our customers. We monitor over 45 million web domains.

Data Training Lab

We have developed hundreds of processes, largely automated, to gather information from sources, such as PBX directories, website traffic and source code, and proprietary surveys. Our researchers develop proprietary libraries that map raw data points to additional information to generate useful insights. For example, we enhance technology to gather a telephone number extension at a particular company and location by leveraging our library to generate a full direct dial phone number, by appending the correct area code and prefix. Combining these libraries with the wealth of information we gather from our contributory network and unstructured public and generally available information allows us to provide proprietary data points for customers.

Generally Available Information

We purchase a limited amount of data from third-party vendors (e.g., other data brokers) to be used in our platform. Our technology typically adds value to this data by combining it with our proprietary insights. In 2019, we spent less than $3 million on such data, with spend decreasing year over year.

Benefits of Our Platform

- ***Significant and Measurable Revenue Improvement.*** The highly accurate and deep intelligence on existing and prospective customers, coupled with analytics and prioritization engines that we provide, increases revenue for our customers. Proving this to our customers is easy, because we integrate with the systems that they use to attribute revenue at the end of each month, quarter, and year. In some cases, the ROI that we generate can exceed 100 times the annual spend on the ZoomInfo platform. For example, a tier 1 global bank with initial spend of approximately $17,000 in 2006, expanded to approximately 1,000 licenses and increased spend to approximately $1.4 million annually as of March 31, 2020 after thirteen of their top users generated approximately $46 million in net new money in the first 12 months of use. Similarly, a telecom giant that uses the ZoomInfo platform to empower its salesforce with attribute insights had initial spend of approximately $6,000 in 2017, grew to spend of approximately $1.1 million as of March 31, 2020 and used the ZoomInfo platform to drive approximately $43 million in closed business attributable to ZoomInfo in 24 months.

- ***Unmatched Accuracy, Depth, and Coverage of Data.*** We gather data from millions of sources to power our AI- and ML-driven platform. We are able to provide a guarantee of 95%+ accuracy as a result of our focus on quality, coupled with proprietary methods to extract, parse, match, and clean data. Our data accuracy also allows sales and marketing professionals to realize the value promised by their CRM and sales & marketing automation systems. We do not believe that any other solution provides the depth and breadth of data that we provide on approximately 14 million companies and over 120 million professionals.

- ***Unique Data Points Drive Valuable Insights.*** Leveraging our unique data asset, we are able to provide sales and marketing professionals with a 360-degree view of their target customers. We integrate unique data points that are proprietary to ZoomInfo with our customers' data to enrich their information and develop unique insights. An example of this is our ability to shorten online inbound marketing forms to increase the probability of their completion. We do this by taking only a single data point provided by a prospect, such as an email address, and we enrich the record with additional relevant information that we have such as title, job function, size of organization and more.

- ***Integrated and Automated Platform.*** Our cloud-based platform is available to our customers wherever needed and can be accessed from any device, anywhere in the world, in a secure manner. Our insights can also be delivered directly into our customers' workflows and supporting infrastructure, including Salesforce, Marketo, HubSpot, Microsoft Dynamics, Oracle Sales Cloud, and a variety of other commonly used platforms. The vast majority of our customers integrate ZoomInfo with their most-used CRM or sales & marketing automation system. We make all of these systems better because of the accurate data and insights that we provide.

Our Competitive Strengths

- ***Market Leader with a Comprehensive Go-to-Market Intelligence Platform.*** We provide the most accurate and comprehensive go-to-market intelligence platform available. Customers leverage our complete view of their target customers and prospects to drive effectiveness and efficiency. Our platform covered 4.6 million U.S. companies with at least one employee (compared to 5.28 million U.S. companies with at least one employee identified by the U.S. Bureau of Labor Statistics) with a contractual guarantee that at least 95% of the employment information they access will be current. We do all these things at scale and in real time, and integrate into our customers' workflows and systems. Our market leadership enables us to drive greater customer adoption based on our leading reputation, users that move among companies, and word of mouth.

- ***Finely Tuned Go-to-Market Model.*** We utilize the ZoomInfo platform to power our efficient go-to-market motion. Our median new business sales cycle from opportunity creation to close was less than 30 days for the year ended December 31, 2019. For the same period, our average LTV to average CAC was over 10x. We achieve this efficiency while sourcing 40% of our sales from our outbound sales motions, meaning that we generate sales from customers that did not proactively ask for a demo or fill out a form on our website. The ZoomInfo platform, with its accurate insights combined with a predominantly inside-sales model that is efficient and scalable, has capacity to sell additional products and services.

- ***High-Velocity Software Development.*** We foster an innovative, fast-paced engineering culture that enabled the development, launch, and adoption of 112 product features and services in 2019, including a new platform bringing together the best features and intelligence of DiscoverOrg and Pre-Acquisition ZI into a single offering. Our own go-to-market engine relies on our platform and serves as a laboratory environment to continually experiment and test new approaches to drive sales effectiveness, and innovate our product. Our team delivers new features in less than two weeks and fixes many deficiencies in our platform in under an hour. We deliver this speed by relentlessly focusing on the visibility, efficiency and predictability of our engineering team.

- ***Viral Enthusiasm Driven by Our Base of "Fanatic Users."*** We have approximately 82,000 "Fanatic Users," which we define as users with over 100 activities, such as searches, exports, record views, and list match requests, among others, on the platform per month, which represents approximately 41% of our paid user base. We believe our Fanatic Users drive viral adoption of our platform through word of mouth amongst the influencer community within sales and marketing and within their organizations. Additionally, we have won new customers through former users that joined a new company and encouraged their new company to become a customer.

- ***Powerful and Significant Network Effects.*** Driven by growth in our contributory network, the number of records we receive from our network has grown to approximately 50 million per day. As our contributory network grows, so does the data we receive, which drives the accuracy and coverage of the intelligence we provide. This growth in data, and thus go-to-market intelligence, provides greater value to our customers, who benefit with the addition of each incremental user.

- ***Visionary, Founder-Led Management Team.*** Our co-founder and CEO, Henry Schuck, pioneered the category of go-to-market intelligence and is the driving force behind our vision, mission, and culture. Our highly talented, customer-centric senior leadership enables us to rapidly develop new products, move more quickly than our competition, and build our fast-paced, execution-oriented culture.

Our Market Opportunity

We believe that companies of all sizes and across all industries will invest in go-to-market intelligence systems given the critical role sales and marketing play for all companies, the high ROI that successful adoption can bring, and the requirement for all businesses to keep up with their competitors. As such, we estimate the TAM for our platform to be approximately $24 billion , based on data as of March 31, 2020.

We calculate our TAM by estimating the total number of companies by employee size for companies with 1,000+ employees, companies with 100 to 999 employees, and companies with 10 to 99 employees and applying the ACV to each respective company using internally generated data of actual customer spend by company size. The aggregate calculated value represents our estimated TAM. Data for numbers of companies by employee count is from our ZoomInfo platform that we have identified as relevant prospects for our platform.

The ACV applied to the specifically identified number of companies by employee size is calculated by leveraging internal company data on current customer spend, which is concentrated on sales and marketing use cases today. For our companies with 1,000+ employees, we have applied the average ACV of our top quartile of customers with over 1,000 employees, who we believe have achieved broader implementation of our platform across their organizations. For companies with 100 to 999 employees and companies with 10 to 99 employees, we have applied an average ACV based on current spend for our customers in these bands.

Our Growth Strategy

We intend to drive the growth of our business through the following strategies:

- ***Continue to Acquire New Customers.*** Using the ZoomInfo platform, we have identified over 740,000 global businesses that sell to other businesses and have more than 10 employees, which represent our potential customers. Our current customer base of over 15,000 implies penetration of approximately 2% . We won approximately $101 million of ACV across approximately 5,500 new customers in the year ended December 31, 2019. We plan to continue to acquire new customers with our efficient and scalable go-to-market engine.

- ***Deliver Additional High-Value Solutions to Our Existing Customers.*** We often expand within existing customers as they realize the value of using our platform and identify opportunities to drive more sales in two ways: customers upgrade their platform or purchase additional services. In the year ended December 31, 2019, customers upgraded their platform or purchased additional services almost 6,000 times.

- ***Drive Incremental Penetration Within Enterprises.*** We believe we are underpenetrated in the enterprise market and that, within many of our existing enterprise customers, we have significant room to expand use cases and users. We will expand our dedicated enterprise-focused inside sales team to focus our efforts on this opportunity. We already have traction expanding within our larger accounts: our segment of customers with over $100,000 of ACV as of December 31, 2019 experienced 65% ACV growth during the prior 12 months.

- ***Leverage Our Platform for Adjacent Use Cases such as Recruiting.*** Customers are organically adopting our existing platform for new use cases, such as recruiting, investing, market research, compliance and collections. We have a significant opportunity to tune the front end of our platform to create new offerings that squarely meet the needs of these new use cases and expand our TAM. For example, we intend to build our recruiting offering by developing recruiting-specific features, analytics and front-end tools that leverage our existing data, insights and platform.

- ***Expand to International Markets.*** We believe adoption of sales and marketing intelligence in international markets is still nascent. Our go-to-market efforts are currently focused on the U.S. market with less than 10% of our revenue generated from international customers. We currently profile international businesses; approximately half of the 14 million companies on our platform are headquartered outside the United States. We believe there is a compelling opportunity to bring our offering to more English-speaking countries with minimal platform investment.

- ***Selective Acquisitions to Complement Our Platform.*** We will continue to evaluate opportunities to make acquisitions that expand our platform and solve new use cases for customers. We believe we can add significant value to businesses we acquire in three ways: integrating our high-quality data, leveraging our go-to-market infrastructure and selling into our large customer base, which is hungry to further improve their go-to-market motions with additional data-driven technologies. Our management team has deep experience successfully integrating acquisitions, having successfully acquired and integrated six acquisitions, including technology tuck-ins like NeverBounce, which provides email delivery confirmation technology, and Komiko, which provides a unique relationship mapping technology, as well as executing larger-scale transactions, such as DiscoverOrg's acquisition of RainKing in August 2017 and Pre-Acquisition ZI in February 2019.

Our Products

Today, we sell our ZoomInfo platform. We developed this new platform by combining the best features from the original DiscoverOrg platform and the acquired Pre-Acquisition ZI platform. Certain existing customers continue to renew their subscriptions to the original Pre-Acquisition ZI or DiscoverOrg platform, which we continue to support.

The original DiscoverOrg platform provides depth on a limited number of companies, while the Pre-Acquisition ZI platform provides more limited information on a broader set of companies. The combined platform capitalizes on a greater depth of data across a broader set of companies, complemented by additional features and insights not available on the prior platforms.

Platform Functionality

- ***Company and Contact Profiles.*** View consolidated go-to-market intelligence available on companies and contacts.

- ***Dashboard.*** Customizable landing pages to help users organize workflow around actionable insights.

- ***Search.*** Use 60+ filters and thousands of keywords and attributes to build hyper-targeted lists of companies, contacts, scoops and intent, or to look up a single record.

- ***Enhance.*** Upload first-party company and contact lists, match to our records and fill in data gaps.

- ***Alerts.*** Get notifications when actionable intel surfaces on a company or contact that a user follows.

- ***Prioritize.*** Score records on fit, context and actionable intel based on target profiles.

- ***Orchestrate.*** Create custom rules driven by intelligence to automate workflows.

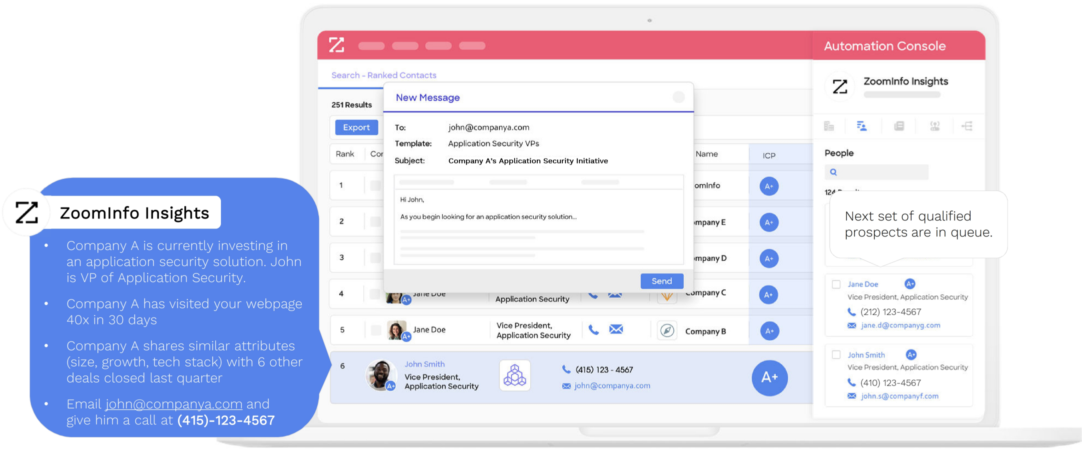
- ***Integrate.*** Connect and export directly to CRM and sales & marketing automation systems and continually update exported records on an ongoing basis.

- ***Identity Resolution.*** Identify the companies represented by anonymous website visitors.

- ***Email Verification.*** Verify email addresses before running a campaign to lower bounce rates.

- ***Browser Intelligence.*** ZoomInfo's Google Chrome Extension, *ReachOut*, delivers company and contact intelligence on screen as users view corporate websites and LinkedIn profiles.

What It’s Like With ZoomInfo



Go-to-Market Intelligence

- ***14 Million Companies.*** Includes description, location, industry, revenue and employees.
- ***Over 120 Million Contacts.*** Includes role, location, verified email and direct dial phone numbers.
- ***Scoops.*** Curated insights, such as personnel moves, pain points or planned investments.
- ***Technologies.*** The stack of technologies used by companies.
- ***Intent.*** Reveals companies signaling intent to buy through research on products or related topics.
- ***Attributes***. Enables granular targeting on categories of attributes, such as location, job function and company rankings. Examples include: “Has a call center,” “Has a mobile application,” “Has 100+ locations,” and “Has a data scientist.”
- ***Organizational Charts.*** Displays the organizational hierarchy of a company and helps identify decision makers.
- ***News & Events.*** Links to relevant news articles and events including press releases.
- ***Corporate Structure and Hierarchy.*** Illustrates the relationships between parent companies, subsidiaries, and acquisitions.
- ***Locations.*** Identifies all known company sites and contacts located at each location.
- ***Funding and Acquisition Announcements***. Timely alerts on funding rounds and merger and acquisition activities.

We offer four editions: Elite, Advance, Professional, and Community, ranging from the most complete functionality to the least.

Incremental to these editions, customers can benefit from additional functionality through add-ons or standalone products that serve a specific business need. Select examples of these include:

- ***Additional Record Subscriptions.*** Each product edition comes with an allowable number of records per user sufficient for typical sales use cases. Records are contact or company information that is exported from the ZoomInfo platform via an integration or to Excel. When a customer is using the platform for more dataintensive use cases, the customer can purchase additional record subscriptions typically sold on a 12-month term.

- ***European Dataset.*** Gain access to contact and other data for businesses throughout Europe.
- ***ZoomInfo Enrich.*** Fills in data gaps and maintains the accuracy and completeness of data in customers' go-to-market systems. Automatically cleans and appends new records generated in these go-to-market systems, in real time.
- ***ZoomInfo Engage.*** A sales engagement solution that enables direct outreach to prospects and customers. Functionality includes a dialer, email orchestration and templates, chat, custom multi-touch engagement sequences and activity syncing with go-to-market systems.
- ***ZoomInfo InboxAI.*** Mines email and calendar systems for contacts and activity, automatically synchronizing them with Salesforce. It also generates AI-powered insights and recommendations to help teams manage opportunities and renewals.
- ***ZoomInfo Compliance API.*** Helps customers identify pertinent information, such as physical locations and other known aliases, for opt-out requests.

Our pricing is based on the edition, number of users and add-on functionality of our platform that is purchased.

Our Technology

Our platform is architected and built to be innovative, scalable, reliable and secure. Our platform is a multi-tenant, single code-based, globally available SaaS delivered through web browsers or mobile applications. The architecture, design, deployment and management of our platform are centered on the following areas:

- ***Innovation.*** We foster an innovative, fast-paced engineering culture that enabled the release of 112 product features and services in 2019, including a new platform bringing together the best features and intelligence of DiscoverOrg and Pre-Acquisition ZI into a single offering. Our team often delivers new features in less than two weeks and fixes many deficiencies in our platform in under an hour. We deliver this speed by relentlessly focusing on the visibility, efficiency and predictability of our engineering team.
- ***Scalability.*** By leveraging leading cloud infrastructure providers, including the Google Cloud Platform, Amazon Web Services and Microsoft Azure, along with our automated technology stack, we are able to scale workloads of varying sizes at any time. This allows us to process billions of data points each day from millions of data sources in our proprietary data engine.
- ***Reliability.*** Each of our application components is deployed redundantly across multiple data centers, and most of our software today runs on a leading cloud infrastructure platform that provides automatic recovery from failures and auto-scaling to handle load spikes. We have also taken the first steps toward providing redundancy for cloud provider failures across our most critical applications. Employing these and many other strategies, we have achieved 99.99% uptime for the ZoomInfo platform from its launch to March 31, 2020.
- ***Security.*** We encrypt all traffic, employ Zero Trust authentication wherever feasible, scan our code and dependencies for vulnerabilities and undergo regular pen-testing. In addition, all user passwords are centrally managed.

Finally, our integrations with our customers' CRM and sales & marketing automation systems are enabled by 11 out-of-the-box integrations, along with webhooks and custom code-run so any customer can build their own export functionality. In addition, customers can use the ZoomInfo API to build customized solutions within their existing workflows. The combination of the out-of-the-box features and integrations, enterprise-level API and webhooks give our customers the ability to build any logic, in any place.

Our Customers

Our large and diversified customer base consists of over 15,000 customers spanning a wide variety of industry verticals, including software, business services, manufacturing, telecommunications, financial services, media and internet, transportation, education, hospitality, and real estate. Our customers range from the largest global enterprises, to mid-market companies, down to small businesses. As of March 31, 2020, we had over 630 customers with more than $100,000 of ACV, with 15 customers spend over $1,000,000 in ACV annually. No single customer contributed more than 1% of revenue.

The case studies below illustrate the results our customers have achieved by using our platform.

Enterprise (over 1,000 employees)

DocuSign

- ***Company Description.*** DocuSign helps organizations connect and automate how they prepare, sign, act on, and manage agreements. As part of the DocuSign Agreement Cloud, DocuSign offers eSignature: the world's number one way to sign electronically on practically any device, from almost anywhere, at any time. Today, more than 500,000 customers and hundreds of millions of users in over 180 countries use DocuSign to accelerate the process of doing business and to simplify people's lives.

- ***Customer Problem.*** DocuSign was seeking to increase the efficiency and effectiveness of its inbound and outbound pipeline generation and selling activities. DocuSign saw process improvement opportunities in the following three areas: (1) market development representatives ("MDRs") were spending a significant amount of time each week searching for contacts and manually entering them into their CRM system; (2) sellers needed information and insights on buyers (including leaders from other departments and business units); and (3) inbound leads from web forms often contained incomplete or inaccurate information making follow-ups challenging and unproductive.

- ***ZoomInfo Solution.*** Since implementing ZoomInfo, DocuSign can automatically find and add contacts to target accounts in Salesforce, gain intelligence and insight on buyers across departments and functions, and access phone and email contact information easily. DocuSign can also enrich inbound leads with additional intelligence, giving its sales team a more complete profile of the lead before they engage.

- ***Customer Impact.*** With ZoomInfo, DocuSign MDRs spend less time on research and data entry, and the marketing email bounce rate has dropped by over 10%. The Data Ops team has delivered more contacts to the sales team, leading to more closed deals across a broader product portfolio. Overall, ZoomInfo has made DocuSign's sales and marketing teams more productive and effective, and it has become a foundational element in the outbound sales motion.

SAP

- ***Company Description.*** SAP is a leading provider of enterprise application software, analytics, and business intelligence.

- ***Customer Problem.*** SAP has increased focus on growing its cloud business, which has led to an increased focus on selling to medium-sized businesses. For SAP to accelerate its cloud go-to-market, the sales team needed an intelligence platform with reliable business contact information to identify and connect with prospects.

- ***ZoomInfo Solution.*** SAP adopted the ZoomInfo platform to help its sales team grow the cloud business. The sales team uses the ZoomInfo platform to help manage sales territories, organize and route leads using ZoomInfo's advanced filtering capabilities, and enable its sales representatives to conduct outreach with a sophisticated level of personalization.

- ***Customer Impact.*** The ZoomInfo platform enabled SAP to expedite and streamline its outbound sales process, provide the right leads to the right sales representatives, and continue growing the cloud business.

Zoom Video Communications

- ***Company Description.*** Zoom Video Communications ("Zoom Video") is the leader in enterprise video communications with a reliable, easy-to-use, cloud-based platform for video and audio conferencing, voice, chat, and content-sharing across mobile devices, desktops, telephones, and room systems.
- ***Customer Problem.*** Tasked with aggressive revenue growth targets, the Zoom Video sales team tried to increase penetration of target accounts and expand their influence within these accounts. This was challenging to do without key details on decision-makers, organizational hierarchy, and information on real-time needs of the target accounts. Zoom Video looked for a solution that would help them identify the right people in the right departments with technology needs to increase penetration and expansion.
- ***ZoomInfo Solution.*** Zoom Video chose the ZoomInfo platform for the level of depth and granularity of the data as well as real time insights. Using the ZoomInfo platform, Zoom Video is able to identify the right people in the right department with minimal effort, build a strong pipeline, get real-time insights, and close deals more quickly.
- ***Customer Impact.*** Within the first year that Zoom Video deployed ZoomInfo, Zoom Video's revenue grew by 300%. ZoomInfo has become an essential tool for Zoom Video's sales representatives to penetrate new and international markets, and today 90% of the Zoom Video sales team uses the ZoomInfo platform. Within the first year of deployment, Zoom Video increased its number of ZoomInfo licenses by 1,050%, and today licenses are up by 5,900% since the first deployment.

Mid-Market (100 to 999 employees)

Brainshark

- ***Company Description.*** Founded in 1999, Brainshark provides a data-driven sales readiness platform that helps companies improve sales performance with solutions for content authoring, training, coaching, scorecards, and more.
- ***Customer Problem.*** The Brainshark marketing team spent a lot of time and effort on generating leads for the sales team, but the leads came in with incomplete and inaccurate information. As a result, the sales team needed to spend a lot of time researching contact and background information. Since the sales team did not have access to direct dial phone numbers, its connect rates suffered. Furthermore, the marketing team did not have a full picture of prospects to allow it to effectively fuel the sales funnel with new, targeted contacts.
- ***ZoomInfo Solution.*** The ZoomInfo platform provided a self-service portal and CRM and marketing automation integration which became an integral part of Brainshark's strategy. Using ZoomInfo, the Brainshark marketing team was able to append the missing pieces of data onto the leads before passing them to sales. Brainshark is also able to build out targeted campaigns based on its buyer personas and refresh contacts, as well as fuel its funnel with new targeted contacts on a regular basis.
- ***Customer Impact.*** Since partnering with ZoomInfo, Brainshark's revenue generation process evolved into a robust and dynamic system where data is constantly being refreshed, allowing the sales force to go after the right prospects with the most accurate information at their disposal. As a result, Brainshark has been able to shorten lead follow-up, reaching decision makers four times faster and boosting connect rates by 30%.

Novo Group

- ***Company Description.*** Novo Group ("Novo") offers talent acquisition solutions such as candidate pipelining and sourcing, recruiting project support, and fully outsourced recruitment programs. Novo also offers assessment tools, coaching, talent development, and organizational effectiveness consulting.
- ***Customer Problem.*** Novo's recruiters spent large amounts of time looking through countless sources in order to identify passive candidates and obtain contact information and market intelligence that was up-to-date and reliable. Novo had difficulty efficiently finding the information that it needed to maintain its industry leading

passive candidate fill rate. In an effort to maximize operational efficiencies, Novo sought to find a partner that would help streamline its candidate sourcing and market research efforts.

- ***ZoomInfo Solution.*** Novo uses the ZoomInfo platform to continuously identify passive candidates and obtain contact information for the candidates, career data, and market intelligence. Novo chose ZoomInfo to allow it to better leverage its existing resources to maintain its reputation and passive candidate fill rate across all the industries and clients it serves.

- ***Customer Impact.*** Novo saw almost immediate improved efficiencies since partnering with ZoomInfo. ZoomInfo's industry information, market intelligence, and contact information is readily available and more accurate and up-to-date than what other sources provide. Novo bolstered its talent pipeline with over 2,000 new candidates identified in only four months. A portion of the new candidates filled positions within months of being identified, as well.

Small Businesses (10 to 99 employees)

Deal IQ

- ***Company Description.*** Deal IQ is a Toronto-based purchase process consultation company that delivers cost savings and visibility into purchase and pricing negotiations for businesses of all sizes. Leveraging process knowledge and negotiation skills, Deal IQ conducts high-profile negotiations for technology purchases on behalf of its clients including the world's leading brands.

- ***Customer Problem.*** Because Deal IQ offers solution for purchase and pricing negotiations, the ability to correctly identify potential new clients at the right time - just as they prepare to acquire new technology—was absolutely crucial to its success—so was the ability to engage key decision makers. With its sales representatives spending hours to manually identify opportunities and losing out on countless other deals in the process, Deal IQ was looking for ways to identify target customers at the right time, and pinpoint the right decision makers.

- ***ZoomInfo Solution.*** Deal IQ uses the ZoomInfo platform to gain access to a suite of powerful search and targeting tools and up-to-date prospecting data. Through alerts and scoops, Deal IQ monitors buying signals of potential clients such as a request-for-proposal or an increased research time into a particular solution. Leveraging the reliable, accurate contact data and organization charts, Deal IQ pinpoints the right decision makers and engages them at the right time in their buying journey.

- ***Customer Impact.*** Since partnering with ZoomInfo, Deal IQ saw not only time savings for sales representatives, but also significant improvement in their key performance indicators. With automated search and alerts and scoops, one sales team has saved over 28 hours of productivity each week, which had previously been spent on manual research for potential clients. More importantly, Deal IQ has increased its client portfolio by six times, its number of C-Suite meetings by eight times, and annual revenue by more than 1,900%.

TTN Fleet Solutions

- ***Company Description.*** TTN Fleet Solutions ("TTN") offers transportation maintenance solutions in the U.S. and Canada. TTN has managed over one million breakdowns for fleets in the trucking industry and has built an over 80,000 vendor network covering North America 24/7, 365 days a year.

- ***Customer Problem.*** TTN needed to build a sales and marketing team from the ground up. One major challenge it faced was finding accurate account and contact information for companies in the trucking industry. TTN had tried multiple data providers, but kept running into the same issue of outdated and unreliable data, causing sales representatives to be bounced from department to department at prospects, asking 'Who oversees your fleet maintenance?' The sales team was wasting time and lost confidence.

- ***ZoomInfo Solution.*** ZoomInfo empowered TTN to easily narrow down its target market, accurately locate key decision makers and contact information at key accounts and gain an understanding of their corporate hierarchies. Beyond direct dials and email addresses, ZoomInfo provides comprehensive information on prospects that allows TTN to be much more confident and personal in outreaches. The solution quickly gained credibility with the marketing and sales teams.

- ***Customer Impact.*** ZoomInfo transformed TTN's cold calls into 'purposed calls.' The sales team is able to make connections with the right people and have engaging and valuable conversations. In the first few months of using ZoomInfo, TTN not only increased the number of meetings booked by over 61%, but also shortened its sales cycle from 22 to 13 days. With qualified contact leads fueling its sales team, TTN projected a 35% increase in revenue for 2019, largely in part to ZoomInfo.

Our Go-to-Market Strategy

We have built an extremely efficient go-to-market engine. We have integrated our insights and data into an automated engine with defined processes and specialized roles in order to market and sell our services.

Our go-to-market motion starts with our high-velocity marketing engine driven by the marketing team. From development to execution and to measurement, we use the ZoomInfo platform as the foundation for our entire marketing strategy, and we utilize data and intelligence from our platform to generate high lead volumes and maximize effectiveness of our marketing programs.

When a new lead comes in, it is first passed through our proprietary algorithms and scored before being passed to our inbound team. Only high-quality leads, determined by the fit, the likelihood of a win, and the dollar amount associated with the win are passed onto the sales development representatives ("SDRs"). SDRs typically follow up with inbound leads in three minutes or less to set up a demo.

Once a prospect agrees to a demo, we use our proprietary algorithms to select the account executive ("AE"), who is most likely to close a deal with that particular prospect based on attributes such as company size, industry, number of sales professionals, and the go-to-market technologies the prospect uses. We empower our AEs with the ZoomInfo platform by giving them a 360-degree view on the prospect so AEs know what and how to pitch.

For our outbound motion, we leverage our AI Ideal Customer Profile feature to identify companies that have similar characteristics to our best customers. We also feed actionable insights into our data lake and use these insights to prioritize targets for outbound team. In 2019, nearly 40% of all attributable new sales were generated from outbound sales motions.

Our unique hiring strategy and sales development plan support these inbound and outbound sales teams and allow us to achieve high velocity to value. We have dedicated onboarding, role specialization, goal setting and performance tracking systems, and as a result, we empower our employees right out of college to generate value under three weeks, and enable them to grow into more complex, high value roles.

As a result of all of our go-to-market processes, we have achieved a median sales cycle of less than 30 days from opportunity creation to close and an average LTV to CAC of over 10x in the year ended December 31, 2019. We are also able to drive same-day close on many opportunities.

Once an AE closes business, the account gets passed to the learning and development team, who is responsible for onboarding and training new customers. Once on board, the customer success team is responsible for maintaining the account health score, which we define based on the usage of the platform. Finally, our team of account managers is responsible for ACV expansion and renewal. Using our platform, account managers expand their footprint within existing customers that have significant potential to grow their relationship with us. In 2019 our net annual retention rate increased to 109% from 102% in 2018.

Our People, Culture, and Values

Our mission is to unlock actionable business information and insights to make organizations more successful. The values we live and work by build the foundation for our award-winning culture.

- ***Winning…Is What Drives Us.*** We're focused on stretch goals that we feel good about, and are laser-focused to blow those marks out of the water.

- ***We Rapidly Innovate***. We believe in challenging the status quo and refuse to stand by the words "that's the way it has always been done." We look beyond to see what is the most innovative, efficient, and effective way each and every day.

- ***We Are 100% Results Driven***. We face obstacles head on and collaborate to overcome them.

- ***We Like to Feel Uncomfortable.*** If we're not uncomfortable, we're not getting better. Discomfort is key to change, change is key to progress and progress is the key to winning.

- ***We Define New Possibles***. We don't just meet our goals, we take pride in going above and beyond whatever the goal may be. And we are always raising the bar.

We believe wholeheartedly that our employees love working here and like coming to work because they feel that they're working towards a larger mission. Our employee culture is showcased by the following notable distinctions:

- ***Multiple Workplace Awards.*** Our strong culture is celebrated by our distinctions in the 2017 Inc. Magazine's Top Companies to Work for, 2019 Inc. Magazine's Best Workplaces, 2017 Fortune Best Small & Medium Workplaces, and 2019 Fortune 100 Best Medium Workplaces.

- ***Strong and Recognized Quality Brand.*** We were awarded the 2018 G2Crowd's Top 100 best software companies, 2018 Inc. 5000's Fastest-Growing Private Companies, and 2015, 2016, 2017, and 2018 Deloitte's Technology Fast 500. Our renowned brand has helped us garner exceptional talent to help us further our mission of revolutionizing the sales and marketing industry.

As of March 31, 2020, we had 1,287 employees, consisting of 544 in engineering, product development, research, and customer operations, 513 in sales, 105 in marketing and operations, and 125 in general and administrative.

Our Competition

We believe there are currently no competitors who offer a sales & marketing intelligence platform as comprehensive as ours. Our competitors focus on specific use cases, end markets and/or types of data sets and they can be categorized as follows:

- LinkedIn Sales Navigator, which provides professional information and relationship data but has limited depth of data and limited ability to integrate with customers' workflow and CRM and sales & marketing automation systems;

- legacy data providers, such as D&B Hoovers, which focus on specific types of data sets (e.g., companies, attributes, or intent) but lack the combination of quality, depth, and coverage;

- niche data providers, such as TechTarget, which focus on specific types of data sets but lack scale, quality, and coverage of data;

- list providers, such as Infogroup, which focus on company profile and business contact information, but lack technology attributes and intent coverage; and

- startups or less mature competitors who lack the investment, expertise, and resources to manage quality at scale and keep up with the pace of technological advancement.

We believe the principal factors that drive competition between vendors in the market include:

- comprehensive platform offering;

- quality and accuracy of data;

- breadth and depth of data;

- ease of use and deployment;

- tangible benefits and ROI for customers;
- data privacy and security;
- ability to integrate with customers' CRM and sales & marketing automation systems; and
- sophistication of solutions used to manage, maintain and combine intelligence.

We believe we compete favorably across these factors. For additional information, see the section titled "Risk Factors—Risks Related to Our Business and Industry—We experience competition from companies that offer technologies designed to allow companies to better use and extract insights from existing, internal databases, or free information resources and from technologies that are designed to allow companies to gather and aggregate data from online sources." and "Risk Factors—Risks Related to our Business and Industry—Larger and more well-funded companies with access to significant resources, large amounts of data or data collection methods, and sophisticated technologies may shift their business model to become competitive with us."

Data Privacy and Protection

The business contact information and other personal data we collect and process are an integral part of our products and services. Our respect for laws and regulations regarding the collection and processing of personal data underlies our strategy to improve our customer experience and build trust.

Regulators around the world have adopted or proposed requirements regarding the collection, use, transfer, security, storage, destruction, and other processing of personal data. These laws are increasing in number and complexity, resulting in higher risk of enforcement, fines, and other penalties. Our privacy team is devoted to processing and fulfilling any requests regarding access to and deletion of their contact information in our platform. In particular, we have developed a "Privacy Center" on our website as a one-stop-shop for any person to submit access requests, request opt-out, or delete his or her information from our database. We have implemented a program for providing direct notifications to individuals in certain jurisdictions, including the European Union and California, which we plan to expand to our entire database. In addition, we honor opt-out requests across our entire database.

Our privacy and legal teams are highly focused on any applicable privacy laws and regulations and constantly monitor changes to such laws and regulations with a view to implementing what we believe are best practices in the industry. Our sales, privacy, and data practices teams are well versed in helping customers and prospective customers navigate relevant privacy concerns and requirements with respect to our platform.

Intellectual Property

Protecting our intellectual property and proprietary technology is an important aspect of our business. We rely on a combination of patent, copyright, trademark and trade secret laws in the United States and other jurisdictions, as well as written agreements and other contractual provisions, to protect our proprietary technology, processes and other intellectual property.

As of March 31, 2020, we had six issued patents in the United States, 20 registered trademarks in the United States (including ZOOMINFO and DISCOVERORG, among others) and one registered copyright in the United States. We also have a portfolio of 322 registered domain names for websites that we use in our business. In addition, we generally enter into confidentiality agreements and invention or work product assignment agreements with employees and contractors involved in the development of our proprietary intellectual property.

We intend to pursue additional intellectual property protection to the extent we believe it would be beneficial and cost effective.

Facilities

Our corporate headquarters is located in Vancouver, Washington and consists of 57,576 square feet under a lease agreement that expires on August 31, 2025.

We maintain additional offices in the United States, including in Bethesda, Maryland and Waltham, Massachusetts, as well as in Israel.

We lease all of our facilities and do not own any real property. Our infrastructure operates out of third-party data centers hosted by Google and Amazon Web Services.

We believe our facilities are adequate and suitable for our current needs. We intend to add new facilities or expand existing facilities as we continue to add employees and expand geographically, and we believe that suitable additional or substitute space will be available as needed to accommodate any such expansion of our operations.

Legal Proceedings

We are subject to various legal proceedings, claims, and governmental inspections, audits, or investigations that arise in the ordinary course of our business. Although the outcomes of these claims cannot be predicted with certainty, in the opinion of management, the ultimate resolution of these matters would not be expected to have a material adverse effect on our financial position, results of operations, or cash flows.

MANAGEMENT

Directors and Executive Officers

The following table sets forth the names, ages, and positions of the directors and executive officers of ZoomInfo Technologies Inc.:

Name	Age	Position
Henry Schuck	36	Chief Executive Officer and Chairman of the Board of Directors
Cameron Hyzer	45	Chief Financial Officer
Chris Hays	49	Chief Revenue Officer
Nir Keren	34	Chief Technology Officer
Todd Crockett	50	Director
Mitesh Dhruv	42	Director
Keith Enright	45	Director
Ashley Evans	40	Director
Mark Mader	49	Director
Patrick McCarter	45	Director
Jason Mironov	36	Director
D. Randall Winn	50	Director

Henry Schuck has served as Chief Executive Officer and a director of ZoomInfo Holdings LLC (formerly known as DiscoverOrg Holdings, LLC) since founding it in 2007 and as Chief Executive Officer and a director of ZoomInfo Technologies Inc. since its formation in November 2019. Prior to founding ZoomInfo Holdings LLC, Mr. Schuck was VP of Research & Marketing at iProfile, a sales intelligence firm focused on the IT market. Mr. Schuck is a *cum laude* graduate of the University of Nevada, Las Vegas with a B.S. in Business Administration and a B.S. in Hospitality Management and holds a J.D., *cum laude*, from The Ohio State University Moritz College of Law.

Cameron Hyzer has served as Chief Financial Officer of ZoomInfo Holdings LLC since 2018 and as Chief Financial Officer of ZoomInfo Technologies Inc. since its formation in November 2019. Prior to joining ZoomInfo Holdings LLC, Mr. Hyzer served as the Chief Financial Officer and an Executive Managing Director of Eze Software Group LLC, a global provider of order management and investment technology to hedge funds and asset managers, from 2013 to 2018 through its sale to SS&C Technologies, Inc. Prior to that, Mr. Hyzer served as Managing Director, Controller and Treasurer of ConvergEx Group, a provider of global agency brokerage and investment technology, from 2007 to 2013 and Vice President of Finance at Eze Castle Software from 2005 to 2007. Earlier in his career, Mr. Hyzer served in executive and financial roles at other software and information companies, including Thomson Financial and Cramer Systems, and started his career in investment banking and private equity at Broadview International LLC and Broadview Capital Partners, LLC. Mr. Hyzer holds a B.S. in Economics from the University of Pennsylvania Wharton School and a B.S. in Electrical Engineering from the University of Pennsylvania School of Engineering and Applied Science. Mr. Hyzer is also a Chartered Financial Analyst charterholder.

Chris Hays has served as Chief Revenue Officer of ZoomInfo Holdings LLC since February 2019 and as Chief Marketing Officer of ZoomInfo Technologies Inc. since its formation in November 2019. From 2016 to 2019, Mr. Hays served as Senior Director of Sales & Marketing Operations, VP of Sales Operations and Chief Operating Officer of ZoomInfo Holdings LLC. Prior to joining ZoomInfo OpCo, Mr. Hays co-founded Inside Sales Team, a provider of sales software and lead management, in 2008 and served as Head of Revenue Operations from 2008 to 2015. Prior to founding Inside Sales Team, Mr. Hays served as Director of Services Revenue at Avaya, a company specializing in business communications and services, from 2000 to 2008 and as Enterprise Sales representative of Lucent from 1995 to 2000. Mr. Hays holds a B.A. from the State University of New York Albany.

Nir Keren has served as Chief Technology Officer of ZoomInfo Technologies Inc. since 2020, ZoomInfo Holdings LLC since 2019, and at Pre-Acquisition ZI since 2015. Prior to joining Pre-Acquisition ZI, Mr. Keren founded and served as Chief Technology Officer of adSAP, a company specializing in algorithms for Ad Tech, from 2015 to 2016. Prior to founding adSAP, Mr. Keren founded and served as Chief Technology Officer of ONDiGO, a modern-day mobile CRM, from 2012 to 2015. Prior to founding ONDiGO, Mr. Keren was an embedded software engineer for Ceragon Networks in Tel Aviv from 2010 to 2012. Mr. Keren holds a B.Sc. in Electrical and Computer Engineering from Ben-Gurion University.

Todd Crockett has served as a director of ZoomInfo Holdings LLC since 2014 and as a member of the board of directors of ZoomInfo Technologies Inc. since February 2020. Mr. Crockett currently serves as a Managing Director of TA Associates, a private equity firm and an affiliate of the Company, which he joined in 1994, and is a member of TA Associates' Management Committee and Core Investment Committee. Mr. Crockett also currently serves on the boards of several private companies, including MAO Corporation, Orion Adviser Solutions, Procare Software, LLC, Russell Investments, and Wealth Enhancement Group. Mr. Crockett holds a B.A. from Princeton University and a MBA from Harvard Business School.

Mitesh Dhruv has served as a director of ZoomInfo Holdings LLC and as a member of the board of directors of ZoomInfo Technologies Inc. since February 2020. Mr. Dhruv currently serves as Chief Financial Officer of RingCentral, Inc., a cloud-based communications and collaboration solutions provider. Prior to joining RingCentral, Inc. in 2012, Mr. Dhruv worked at Bank of America Merrill Lynch as an equity research analyst and at PricewaterhouseCoopers. Mr. Dhruv is a CPA, Chartered Accountant, and CFA Charterholder, and holds an undergraduate degree in accounting from the University of Mumbai, India.

Keith Enright has served as a director of ZoomInfo Holdings LLC and as a member of the board of directors of ZoomInfo Technologies Inc. since March 2020. Mr. Enright currently serves as the Chief Privacy Officer of Google LLC, a multinational technology company that specializes in Internet-related services and products, which include online advertising technologies, a search engine, cloud computing, software, and hardware. Prior to joining Google in 2011, Mr. Enright was the Chief Privacy Officer and Vice President, Privacy of Macy's Inc. Mr. Enright holds a Bachelor of Arts Degree from the University of Massachusetts at Amherst and a Juris Doctor degree from The George Washington University Law School.

Ashley Evans has served as a director of ZoomInfo Holdings LLC since 2018 and as a member of the board of directors of ZoomInfo Technologies Inc. since February 2020. Ms. Evans is a Principal with the U.S. Buyout fund of The Carlyle Group, a private equity firm and an affiliate of the Company, which she joined in 2006. Ms. Evans also currently serves on the board of private companies, including HireVue, Inc. and Veritas Technologies Corporation. Ms. Evans holds an A.B. from Harvard College, a M.Phil from the University of Cambridge, and a MBA from Stanford University.

Mark Mader has served as a director of ZoomInfo Holdings LLC and as a member of the board of directors of ZoomInfo Technologies Inc. since February 2020. Mr. Mader currently serves as President, Chief Executive Officer and director of Smartsheet Inc., a SaaS collaboration and work management provider. Prior to joining Smartsheet Inc. in 2006, Mr. Mader served in various leadership positions from 1995 to 2005 at Onyx Software Corporation, a customer relationship management software company acquired by M2M Holdings, including as Senior Vice President of Global Services. From 1993 to 1995, Mr. Mader was a senior associate at Greenwich Associates, a financial consulting firm. Mr. Mader holds a B.A. in Geography from Dartmouth College.

Patrick McCarter has served as a director of ZoomInfo Holdings LLC since 2018 and as a member of the board of directors of ZoomInfo Technologies Inc. since February 2020. Mr. McCarter currently serves as a Managing Director and the co-head of the Global Technology, Media and Telecommunications group for The Carlyle Group, a private equity firm and an affiliate of the Company, which he joined in 2001. In addition, Mr. McCarter currently serves on the board of several private companies, including HireVue, Inc., Veritas Technologies Corporation, and Ampere Computing. Mr. McCarter holds a B.S. in Industrial Engineering and Economics from Northwestern University and an MBA from Harvard Business School.

Jason Mironov has served as a director of ZoomInfo Holdings LLC since 2014 and as a member of the board of directors of ZoomInfo Technologies Inc. since February 2020. Mr. Mironov currently serves as a Director at TA Associates, a private equity firm and an affiliate of the Company, which he joined in 2012. In addition, Mr. Mironov currently serves on the boards of several private companies, including Procare Software, LLC, and Conservice. Mr.

Mironov holds a B.B.A. from the University of Michigan Ross School of Business and a MBA from Harvard Business School.

D. Randall Winn has served as a director of ZoomInfo Holdings LLC since 2014 and as a member of the board of directors of ZoomInfo Technologies Inc. since February 2020. Mr. Winn currently serves as Managing Member of 22C Capital, a principal investment firm and an affiliate of the Company, which he founded in 2017. In addition to serving on our board, Mr. Winn currently serves on the boards of private companies, including Definitive Healthcare and Canoe Software, and is the co-Chairman of Rho AI. Mr. Winn previously was the non-executive chairman of Dealogic and served on the boards of private companies such as Viteos Fund Services, Merit Software, and eMarketer. Prior to founding 22C Capital, Mr. Winn was a co-founder of, and Co-Managing Partner and ultimately Executive Managing Director/CEO of, Capital IQ from 1999 to 2011. Mr. Winn holds an A.B. from the Woodrow Wilson School of Public and International Affairs at Princeton University.

Composition of the Board of Directors After this Offering

Our business and affairs are managed under the direction of our board of directors. Our board of directors consists of nine directors, of whom Messrs. Dhruv, Enright, Mader, and Winn will be independent. The authorized number of directors may be changed by resolution of our board of directors, subject to the terms of the stockholders agreement described in "Certain Relationships and Related Person Transactions—Stockholders Agreement." In connection with this offering, we will amend and restate our certificate of incorporation to provide for a classified board of directors consisting of three classes of directors, each serving staggered three-year terms, as follows:

- Our Class I directors will be Messrs. Dhruv, Enright, and Schuck with their terms expiring at the first annual meeting of stockholders following the date of this prospectus.

- Our Class II directors will be Messrs. Mader, McCarter, and Mironov with their terms expiring at the second annual meeting of stockholders following the date of this prospectus.

- Our Class III directors will be Mr. Crockett, Ms. Evans, and Mr. Winn with their terms expiring at the third annual meeting of stockholders following the date of this prospectus.

Upon expiration of the term of a class of directors, directors for that class will be elected for three-year terms at the annual meeting of stockholders in the year in which that term expires. Each director's term continues until the election and qualification of his or her successor or his or her earlier death, resignation, or removal. Vacancies on our board of directors can be filled by resolution of our board of directors. Any increase or decrease in the number of directors will be distributed among the three classes so that, as nearly as possible, each class will consist of one-third of the directors. This classification of our board of directors may have the effect of delaying or preventing changes in control of our Company. See "Description of Capital Stock—Anti-Takeover Effects of Our Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws and Certain Provisions of Delaware Law—Classified Board of Directors."

In addition, we intend to enter into a stockholders agreement with certain affiliates of TA Associates, Carlyle, and our Founders in connection with this offering. This agreement will grant certain affiliates of TA Associates, Carlyle, and our Founders the right to designate nominees to our board of directors subject to the maintenance of certain ownership requirements in us. Ms. Evans and Mr. McCarter will be director nominees of Carlyle, Messrs. Crockett and Mironov will be director nominees of TA Associates, and Mr. Schuck will be a director nominee of the Founders, in each case pursuant to the stockholders agreement to be entered into among us and certain affiliates of TA Associates, Carlyle, and our Founders in connection with this offering. The stockholders agreement will provide that the authorized number of directors will not increase above nine (or seven or eight in the event one or both of TA Associates and Carlyle loses its right to designate one director) without the consent of TA Associates or Carlyle so long as TA Associates or Carlyle, as applicable, has the right to designate at least one director pursuant to the stockholders agreement. In the event the number of individuals that TA Associates or Carlyle has the right to designate is decreased to one for such stockholder because of the decrease in its combined voting power, the total authorized number of directors shall be accordingly decreased upon the resignation of the applicable designee. See "Certain Relationships and Related Person Transactions—Stockholders Agreement."

Background and Experience of Directors

When considering whether directors have the experience, qualifications, attributes, or skills, taken as a whole, to enable our board of directors to satisfy its oversight responsibilities effectively in light of our business and structure, the board of directors focuses primarily on each person's background and experience as reflected in the information discussed in each of the directors' individual biographies set forth above. We believe that our directors provide an appropriate mix of experience and skills relevant to the size and nature of our business. In particular, the members of our board of directors considered the following important characteristics, among others:

- Mr. Schuck – our board of directors considered Mr. Schuck's perspective and the experience he brings as our co-founder and CEO.
- Mr. Crockett – our board of directors considered Mr. Crockett's extensive core business and leadership skills, including financial and strategic planning, and his significant management experience, including his involvement with TA Associates.
- Mr. Dhruv – our board of directors considered Mr. Dhruv's extensive financial and accounting experience, including as the Chief Financial Officer of RingCentral and his accounting and financial certifications, his knowledge and experience in our industry and with SaaS companies, and his experience in management of a public company.
- Mr. Enright – our board of directors considered Mr. Enright's extensive experience with data privacy, including as Chief Privacy Officer for Google LLC, and his significant core business skills.
- Ms. Evans – our board of directors considered Ms. Evans' significant core business skills, including financial and strategic planning, and her extensive management experience, including her involvement with Carlyle.
- Mr. McCarter – our board of directors considered Mr. McCarter's extensive core business skills, including financial and strategic planning, and many years of management experience at portfolio companies through his involvement with Carlyle.
- Mr. Mironov – our board of directors considered Mr. Mironov's extensive core business skills, including financial and strategic planning, and his extensive management experience with financial services and technology companies, including his involvement with TA Associates.
- Mr. Mader – our board of directors considered Mr. Mader's extensive knowledge and experience in our industry and with SaaS companies, and his experience leading a public company as President, Chief Executive Officer and Director of Smartsheet.
- Mr. Winn – our board of directors considered Mr. Winn's deep knowledge of our industry, extensive financial and business skills, including strategic planning, and his significant management and leadership experience, including with CapitalIQ.

Controlled Company Exception

After the completion of this offering, the parties to our stockholders agreement, described in "Certain Relationships and Related Person Transactions—Stockholders Agreement," will beneficially own approximately   % of the combined voting power of our Class A, Class B, and Class C common stock (or   % if the underwriters exercise in full their option to purchase additional shares of Class A common stock). As a result, we will be a "controlled company" within the meaning of the Nasdaq corporate governance standards. Under these corporate governance standards, a company of which more than 50% of the voting power for the election of directors is held by an individual, group or other company is a "controlled company" and may elect not to comply with certain corporate governance standards, including the requirements (1) that a majority of our board of directors consist of independent directors, (2) that our board of directors have a compensation committee that consists entirely of independent directors with a written charter addressing the committee's purpose and responsibilities, and (3) that our director nominations be made, or recommended to our full board of directors, by our independent directors or by a nominations committee that consists entirely of independent directors and that we adopt a written charter or board resolution addressing the nominations process.

Accordingly, you will not have the same protections afforded to stockholders of companies that are subject to these corporate governance requirements. In the event that we cease to be a "controlled company" and our shares continue to be listed on the Nasdaq, we will be required to comply with these provisions within the applicable transition periods.

Board Committees

We anticipate that, prior to the completion of this offering, our board of directors will establish the following committees: an audit committee; a compensation committee; and a nominating and corporate governance committee. The composition and responsibilities of each committee are described below. Our board of directors may also establish from time to time any other committees that it deems necessary or desirable. Members serve on these committees until their resignation or until otherwise determined by our board of directors. Each of TA Associates and Carlyle will have the right to designate certain members of the committees so long as it has the right to designate at least one director pursuant to the stockholders agreement, subject to certain exceptions. See "Certain Relationships and Related Person Transactions—Stockholders Agreement."

Audit Committee

Upon completion of this offering, we expect our audit committee will consist of Messrs. Dhruv, Mader, and Winn, with Mr. Dhruv serving as chair. Our audit committee will be responsible for, among other things:

- selecting and hiring our independent auditors and approving the audit and non-audit services to be performed by our independent auditors;
- assisting the board of directors in evaluating the qualifications, performance, and independence of our independent auditors;
- assisting the board of directors in monitoring the quality and integrity of our financial statements and our accounting and financial reporting;
- assisting the board of directors in monitoring our compliance with legal and regulatory requirements;
- reviewing the adequacy and effectiveness of our internal control over financial reporting processes;
- assisting the board of directors in monitoring the performance of our internal audit function;
- reviewing with management and our independent auditors our annual and quarterly financial statements;
- establishing procedures for the receipt, retention, and treatment of complaints received by us regarding accounting, internal accounting controls, or auditing matters and the confidential, anonymous submission by our employees of concerns regarding questionable accounting or auditing matters; and
- preparing the audit committee report that the rules and regulations of the SEC require to be included in our annual proxy statement.

The SEC rules and the Nasdaq rules require us to have one independent audit committee member upon the listing of our Class A common stock on the Nasdaq, a majority of independent directors within 90 days of the effective date of the registration statement, and all independent audit committee members within one year of the effective date of the registration statement. Messrs. Dhruv, Mader, and Winn qualify as independent directors under the Nasdaq listing standards and the independence standards of Rule 10A-3 of the Exchange Act.

Compensation Committee

Upon completion of this offering, we expect our compensation committee will consist of Messrs. Crockett, McCarter and Winn, with Mr. Winn serving as chair. Our compensation committee will be responsible for, among other things:

- reviewing and approving corporate goals and objectives relevant to the compensation of our CEO, evaluating our CEO's performance in light of those goals and objectives, and, either as a committee or together with the other independent directors (as directed by the board of directors), determining and approving, or making recommendations to the board of directors with respect to, our CEO's compensation level based on such evaluation;

- reviewing and approving, or making recommendations to the board of directors with respect to, the compensation of our other executive officers, including annual base salary, bonus and equity-based incentives, and other benefits;
- reviewing and recommending the compensation of our directors;
- reviewing and discussing with management our "Compensation Discussion and Analysis" disclosure when such disclosure is required by SEC rules;
- preparing the compensation committee report to be included in our annual proxy statement when such report is required by SEC rules; and
- reviewing and making recommendations with respect to our equity compensation plans.

Nominating and Corporate Governance Committee

Upon completion of this offering, we expect our nominating and corporate governance committee will consist of Mr. Crockett and Ms. Evans, with Ms. Evans serving as chair. The nominating and corporate governance committee is responsible for, among other things:

- assisting our board of directors in identifying prospective director nominees and recommending nominees to the board of directors;
- overseeing the evaluation of the board of directors and management;
- reviewing developments in corporate governance practices and developing and recommending a set of corporate governance guidelines; and
- recommending members for each committee of our board of directors.

Compensation Committee Interlocks and Insider Participation

None of our executive officers currently serves, or has served during the last completed fiscal year, as a member of the board of directors or compensation committee (or other committee performing equivalent functions) of any entity that has one or more executive officers serving on our board of directors or compensation committee.

Code of Ethics

We will adopt a new Code of Business Conduct and Ethics that applies to all of our officers, directors, and employees, including our principal executive officer, principal financial officer, principal accounting officer, and controller, or persons performing similar functions, which will be posted on our website. Our Code of Business Conduct and Ethics is a "code of ethics," as defined in Item 406(b) of Regulation S-K. We will make any legally required disclosures regarding amendments to, or waivers of, provisions of our Code of Business Conduct and Ethics on our website. The information contained on, or accessible from, our website is not part of this prospectus by reference or otherwise.

EXECUTIVE COMPENSATION

Summary Compensation Table

The following table provides summary information concerning compensation awarded to, earned by, or paid to our principal executive officer and our two other most highly compensated executive officers as of December 31, 2019 (our “named executive officers” or “NEOs”) for services rendered for the fiscal years indicated below. These individuals are referred to as our named executive officers.

Name and Principal Position	Year	Salary ($)(1)	Bonus ($)(2)	Stock Awards ($) (3)	Non-Equity Incentive Plan Compensation ($)(4)	All Other Compensation ($)(5)	Total ($)
Henry Schuck *Chief Executive Officer*	2019	371,539	350,000	3,780,583	—	65,880	4,568,002
	2018	350,000	175,000	—	—	5,775	530,775
Cameron Hyzer *Chief Financial Officer*	2019	402,885	43,750	—	600,000	12,600	1,059,235
	2018	50,000	—	3,436,894	—	43,000	3,529,894
Chris Hays *Chief Revenue Officer*	2019	362,901	112,500	3,958,003	1,000,000	1,973	5,435,377
	2018	197,705	—	2,017,987	60,000	2,603	2,278,295

(1) The amounts reported represent the named executive officer’s base salary earned during the fiscal year covered. In the case of Mr. Schuck, the amount reported for 2019 includes $21,539 paid in lieu of accrued but unused vacation. In the case of Mr. Hays, the amount reported for 2019 represents an increase in base salary from $305,000 to $360,000, effective May 2019, and the amounts reported for 2018 and 2019 include $11,595 and $27,693 paid in lieu of accrued but unused vacation, respectively. Mr. Hyzer commenced employment as our Chief Financial Officer on November 12, 2018, and the amount reported in this column for Mr. Hyzer for 2018 reflects the portion of his annual base salary earned in 2018 from such date. For Mr. Hyzer, the amount reported for 2019 includes $2,885 paid in lieu of accrued but unused vacation.

(2) The amount reported for 2019 for Mr. Hyzer represents the guaranteed bonus to which he was entitled under his employment agreement. For a description of the terms of Mr. Hyzer’s employment agreement, see “—Narrative Disclosure to Summary Compensation Table—Employment Agreements.” The amount reported for Mr. Hays represents a special discretionary bonus paid to him in 2019. See “—Narrative Disclosure to Summary Compensation Table—Special Bonus.” The amounts reported for Mr. Schuck represent his annual discretionary bonus paid to him in 2018 and 2019. See “—Narrative Disclosure to Summary Compensation Table—Annual Bonus/Non-Equity Incentive Plan Compensation—Annual Bonus—Mr. Schuck.”

(3) The amounts reported for 2019 represent the aggregate grant date fair value of the Class P Units awarded to Messrs. Schuck and Hays, the aggregate grant date fair value of the common units of HSKB Funds, LLC awarded to Mr. Hays (the “HSKB Units”) and the aggregate grant date fair value of the HSKB Phantom Units, each representing the economic value of one common unit of ZoomInfo OpCo, awarded to Mr. Hays (the “HSKB Phantom Units”), each calculated in accordance with FASB ASC Topic 718, Compensation—Stock Compensation (“ASC Topic 718”). The assumptions used in calculating the grant date fair value of these Class P Units, HSKB Units and HSKB Phantom Units reported in this column are set forth in Note 15 - Equity-Based Compensation to our audited consolidated financial statements included elsewhere in this prospectus.
The grant date fair values of the HSKB Units and the HSKB Phantom Units were computed based upon the probable outcomes of the performance conditions as of the grant dates in accordance with ASC Topic 718 as non-employee awards. Achievement of the performance conditions for the HSKB Units and HSKB Phantom Units granted to Mr. Hays in 2019 was not deemed probable on the grant date and, accordingly, no value is included in the table for these awards pursuant to the SEC’s disclosure rules. Assuming achievement of the performance conditions, the grant date fair values of the HSKB Units and HSKB Phantom Units that were granted in to Mr. Hays in 2019 were $835,144 and $323,100, respectively.
The amounts reported for 2018 represent the aggregate grant date fair value of the Class P Units awarded to Messrs. Hyzer and Hays calculated in accordance with ASC Topic 718 and the aggregate estimated fair value of the HSKB Units awarded to Mr. Hays calculated in accordance with FASB ASC Topic 505-50, Equity-Based Payments to Non-Employees (“ASC Topic 505”). In 2019, the HSKB Units and the HSKB Phantom Units are accounted for under ASC Topic 718 as non-employee awards. The assumptions used in calculating the grant date fair value of these Class P Units and the estimated fair value of these HSKB Units reported in this column are set forth in Note 15 - Equity-Based Compensation to our audited consolidated financial statements included elsewhere in this prospectus. The estimated fair value of the HSKB Units was computed based upon the probable outcome of the performance conditions as of the grant date. Achievement of the performance conditions for the HSKB Units granted to Mr. Hays in 2018 was not deemed probable on the grant date and, accordingly, no value is included in the table for these awards pursuant to the SEC’s disclosure rules. Assuming achievement of the performance conditions, the estimated fair value of the HSKB Units that were granted to Mr. Hays in 2018 was $713,044. In addition, the amount reported for 2018 for Mr. Hays includes the incremental fair value of $1,456,862 associated with the special cash distribution with respect to his outstanding HSKB Units. As described in “Narrative Disclosure to Summary Compensation Table—Equity Awards—Special Distribution on HSKB Units,” this distribution is accounted for as a modification to the HSKB Units with incremental fair value equal to the amount of the distribution.

(4) The amounts reported represent the dollar value of the annual cash incentive award earned by Messrs. Hyzer and Hays for 2018 and 2019. See “—Narrative Disclosure to Summary Compensation Table—Annual Bonus/Non-Equity Incentive Plan Compensation.”

(5) The amounts reported for 2019 represent our 401(k) Plan (as defined below) matching contributions on behalf of our NEOs in the following amounts: Mr. Schuck, $5,880; Mr. Hyzer, $2,100; and Mr. Hays, $1,973. The amount reported for Mr. Schuck for 2019 also includes a temporary

housing allowance of $60,000. The amounts reported for Mr. Hyzer for 2018 and 2019 also include a temporary housing and commuting allowance in the amounts of $3,000 and $10,500, respectively. The amount reported for Mr. Hyzer for 2018 also includes reimbursement of $40,000 for his relocation expenses. The amounts reported for 2018 represent our 401(k) Plan matching contributions on behalf of Mr. Schuck and Mr. Hays. For a description of our 401(k) Plan, see "—Other Compensation—Retirement Plan."

Narrative Disclosure to Summary Compensation Table

Employment Agreements

The Company entered into an employment agreement with each of Mr. Hyzer and Mr. Hays, in each case, that governs the terms of employment of each such named executive officer. Mr. Schuck is not currently party to an employment agreement with the Company.

Mr. Hyzer's Employment Agreement

Pursuant to Mr. Hyzer's employment agreement, effective as of November 12, 2018, he is entitled to a base salary of $400,000, with a scheduled increase to $500,000 as of January 1, 2020. His employment agreement provides that he will be eligible to receive an annual bonus based on metrics determined by the Company, with the amount and terms of any such bonus subject to the discretion of the Company, except that he is entitled to guaranteed bonuses of $43,750 payable on January 1, 2019 and $100,000 payable on January 1, 2020, with an additional formulaic bonus opportunity for 2019 based on the Company's EBITDA performance for 2019 as compared to its EBITDA performance for 2018. Specifically, if the ratio between the Company's 2019 EBITDA and the Company's 2018 EBITDA exceeds 100% by 1% to 15%, 16% or more, or 25% or more, then he is entitled to a bonus of $7,000, $10,000, or $16,000, respectively; in addition, he is entitled to a one-time bonus of an additional $65,000 if the ratio equals or exceeds 118%. Mr. Hyzer's bonus opportunity for subsequent years will be determined based on performance metrics to be determined by the Company. Mr. Hyzer is also entitled to participate in all employment benefit plans, practices and programs available for the benefit of Company employees generally.

Additionally, Mr. Hyzer's employment agreement provided for a temporary housing and commuting allowance for up to nine months from the effective date of November 12, 2018, including a monthly stipend of $1,500 for housing costs in the Vancouver, Washington area and reimbursement for reasonable out-of-pocket expenses for travel between Vancouver, Washington and Mr. Hyzer's home in Massachusetts. The agreement also provided for reimbursement to Mr. Hyzer of up to $40,000 in reasonable, out-of-pocket expenses incurred in relocating to Vancouver, Washington, including the cost of airfare for Mr. Hyzer and any member of his immediate family.

Mr. Hyzer's employment term began on November 12, 2018 and continues until the two year anniversary thereof, subject to automatic annual successive renewal terms thereafter (unless earlier terminated by either party to the employment agreement on 30 days' advance written notice).

Mr. Hyzer is subject to the following restrictive covenants: (i) confidentiality during employment and for three years following termination, and (ii) non-solicitation of customers, non-solicitation of employees, and non-competition during employment and for one year following termination. See "—Termination and Change in Control Provisions" for a description of the severance benefits to which Mr. Hyzer is entitled in the event of a qualifying termination of his employment.

Mr. Hays' Employment Agreement

Pursuant to Mr. Hays's employment agreement, dated August 26, 2018, as amended on May 28, 2019, he is entitled to a base salary of $360,000.

Mr. Hays is an at-will employee with no fixed contractual term of employment; either party to his employment agreement may terminate his employment at any time, with or without cause or prior notice.

Mr. Hays is subject to the following restrictive covenants: (i) confidentiality during employment and at all times following termination and (ii) non-solicitation of customers, non-solicitation of employees, and non-competition during employment and for one year following termination of his employment.

Base Salary

We provide each named executive officer with a base salary for the services that the executive officer performs for us. This compensation component constitutes a stable element of compensation while other compensation elements are variable. Base salaries may be increased based on the individual performance of the named executive officer, company performance, any change in the executive's position within our business, the scope of his or her responsibilities and any changes thereto. Base salaries may also be increased as required under the terms of a named executive officer's employment agreement.

Annual Bonus/Non-Equity Incentive Plan Compensation

Annual Bonus—Mr. Schuck

For 2018, Mr. Schuck was eligible to receive a discretionary cash bonus of $175,000. Based on our overall performance in 2018, our board of directors determined to pay Mr. Schuck such discretionary cash bonus. For 2019, Mr. Schuck was eligible to receive a discretionary cash bonus of $350,000. Based on the Company's achievement of its revenue and profitability goals in 2019, our board of directors determined in its discretion to pay Mr. Schuck a cash bonus of $350,000 for 2019.

Annual Incentive Bonus—Messrs. Hyzer and Hays

We make incentive cash bonus opportunities available to Messrs. Hyzer and Hays to motivate their achievement of performance goals and tie a portion of their cash compensation to performance.

In 2018, Mr. Hays was eligible to receive a cash incentive bonus of $60,000 if the Company achieved an annual recurring revenue objective. Based on our performance, Mr. Hays was paid a cash incentive bonus of $60,000, which amount is set forth in the Summary Compensation Table in the "Non-Equity Incentive Plan Compensation" column.

In 2019, Mr. Hays was eligible to receive a cash incentive bonus of $60,000 if the Company achieved a threshold total contract value during 2019 and an incentive bonus of $1 million if the Company achieved a target total contract value during 2019. The Company achieved the target total contract value during 2019 and our board of directors, accordingly, approved an incentive bonus payout of $1 million to Mr. Hays for 2019.

As described above in " — Narrative Disclosure to Summary Compensation Table—Employment Agreements," pursuant to the terms of Mr. Hyzer's employment agreement, if the ratio between the Company's 2019 EBITDA and the Company's 2018 EBITDA exceeded 100% by 1% to 15%, 16% or more, or 25% or more, then Mr. Hyzer was entitled to a bonus of $7,000, $10,000, or $16,000, respectively; in addition, he was entitled to a one-time bonus of an additional $65,000 if the ratio between the Company's 2019 EBITDA and the Company's 2018 EBITDA equaled or exceeded 118%. Based on the achievement of EBITDA targets by the Company, Mr. Hyzer's bonus would have exceeded $800,000 due to the company's strong performance in 2019; however, based on discussions with our board of directors, Mr. Hyzer and management agreed to cap his 2019 bonus at $600,000. Accordingly, our board of directors approved an incentive bonus payout of $600,000 to Mr. Hyzer in 2020, related to 2019 performance.

Special Bonus

From time to time we pay special cash bonuses to reward superior performance. We paid Mr. Hays a special discretionary cash bonus of $112,500 to reward him for his performance in 2019.

Equity Awards

Incentive Unit Agreements (Class P Units of ZoomInfo OpCo)

ZoomInfo OpCo entered into incentive unit agreements ("Unit Agreements") with each of Messrs. Schuck, Hyzer, and Hays, pursuant to which each named executive officer was issued Class P Units of ZoomInfo OpCo. The Class P Units are "profits interests" having economic characteristics similar to a stock right and have the right to share in any increase in the equity value of ZoomInfo OpCo above a certain participation threshold (*i.e.* , the strike price). Mr. Schuck was issued 7,715,476.40 units on January 15, 2019. Mr. Hyzer was issued 7,014,069.45 units on December 26, 2018.

Mr. Hays was issued 1,402,813.89 units on July 26, 2018, 3,507,034.75 units on June 27, 2019, and 280,000.00 units on October 17, 2019.

The Unit Agreement for each named executive officer provides that 50% of the units will be eligible to vest on the two-year anniversary of the designated vesting commencement date, and the remaining 50% of the units will be eligible to vest in equal monthly installments during the 24 months following the two-year anniversary of the vesting commencement date, subject to the applicable executive's continued service through each applicable vesting date. In the event of an involuntary termination of the executive officer's employment without cause or, in the case of Messrs. Schuck and Hyzer, the executive officer's resignation for good reason, in each case, during the 12-month period following a "liquidity event" (which includes a change of control or a liquidation of ZoomInfo OpCo, but is not expected to include this offering), all of the units will be deemed vested in full. Any Class P Units which do not vest on or prior to the date of the holder's termination of employment will be forfeited for no consideration. Any vested Class P Units are subject to ZoomInfo OpCo's right to repurchase (at its option) such Class P Units following the holder's termination of employment for any reason. In the case of a holder's termination for cause, resignation without good reason or proven participation in any competitive activity, the applicable repurchase price would be the lesser of the original purchase price paid by the holder for such units (i.e., zero in the case of Class P Units that were awarded without payment) and the fair market value of such Class P Units at the time of termination. In the case of any other termination of employment, the repurchase price would be equal to the fair market value of the Class P Units as determined within 60 days prior to the applicable repurchase date.

The Unit Agreement for each executive officer contains a non-competition covenant during employment and the 24-month period following termination of employment; upon breach of this covenant, all vested units will be forfeited and canceled.

We anticipate that holders of Class P Units will have the ability to directly or indirectly convert their Class P Units into shares of our Class A common stock pursuant to the terms of the amended and restated limited liability company agreement of ZoomInfo OpCo or ZoomInfo HoldCo, as applicable.

Subscription Agreements (Common Units of HSKB Funds, LLC)

HSKB is a privately held limited liability company formed on February 9, 2016 for the purpose of issuing equity to certain persons who had performed and would continue to perform services for ZoomInfo OpCo, which was done through the contribution of profits interests in DO Sub-Holdings, LLC held by DO Holdings (WA), LLC to HSKB at the direction of the Founders. HSKB was capitalized through the issuance of common units (profits interests).

HSKB entered into subscription agreements (the "Subscription Agreements") with each of Messrs. Schuck and Hays, pursuant to which each executive officer was issued common units of HSKB. Mr. Schuck was issued 366,345 units, all of which are fully vested and have voting rights, on June 23, 2016. Mr. Hays was issued 4,000 units on June 23, 2016, 1,000 units on August 24, 2017, 2,000 units on September 11, 2017, 5,000 units on October 31, 2018, and 5,000 units on January 7, 2019. All of the units issued to Mr. Hays were unvested and have no voting rights. The numbers of HSKB Units acquired pursuant to the Subscription Agreements as described in this paragraph were subsequently adjusted to reflect the 60.02977736-for-one split of the HSKB Units, which occurred on December 18, 2019. The split-adjusted numbers of HSKB Units held by Mr. Hays are reflected in the table "Outstanding Equity Awards at December 31, 2019" set forth below.

The Subscription Agreement for Mr. Hays provides that the units will vest only upon the acquisition (whether by purchase, merger, consolidation, combination or other similar transaction) by any third party or group of third parties acting in concert of beneficial ownership of more than 90% (on a fully diluted basis) of the membership interests in ZoomInfo OpCo, in exchange for cash consideration, or the sale, transfer or other disposition by ZoomInfo OpCo or its subsidiaries of all or substantially all of their assets on a consolidated basis to a third party or a group of third parties acting in concert, in exchange for cash consideration (any such event, a "Sale Event"). However, Mr. Schuck is authorized, under the terms of the LLC Agreement governing HSKB, to accelerate or otherwise vary the vesting terms applicable to Mr. Hays's HSKB Units. Pursuant to the LLC Agreement governing HSKB, Mr. Hays is subject to a non-competition covenant during employment and the 24-month period following termination of employment. In the event of Mr. Hays's termination of employment for any reason or his breach of the non-competition covenant, his units will be subject to full or partial forfeiture. In the event of Mr. Hays's involuntary termination without cause or his resignation for good reason, he will be entitled to retain his HSKB Units.

In December 2019, the vesting and forfeiture terms of all grants of HSKB Units (including the grant made to Mr. Hays) were modified to add an additional vesting condition, wherein 50% of a grant of HSKB Units will no longer be subject to forfeiture and will be eligible to vest on the later of September 1, 2020 or two years following the award grant date, and 1/24th of the remaining 50% will no longer be subject to forfeiture and be eligible to vest on the first day of each subsequent month. This additional vesting condition (but not the forfeiture) is conditioned upon the ability to exchange the units for common stock after the consummation of an IPO. There was no incremental equity compensation expense under ASC Topic 718 associated with the modification of Mr. Hays' HSKB Units on the date of modification. We will use the modification date fair value to record equity compensation expense related to Mr. Hays' HSKB Units which and if they become probable of vesting in a future period.

We anticipate that holders of HSKB Units will have the ability to indirectly convert their HSKB Units into shares of our Class A common stock pursuant to the terms of the amended and restated limited liability company agreement of ZoomInfo OpCo or ZoomInfo HoldCo, as applicable.

Special Distribution on HSKB Units

In March 2018, HSKB Funds, LLC approved a special cash distribution on the unvested HSKB Units. Accordingly, Mr. Hays was entitled to a cash distribution with respect to his HSKB Units in an amount equal to $80.99 per HSKB Unit. 40% of the special cash distribution was vested and paid immediately and the remaining amount vests and is paid in equal installments over three years. The special cash distribution amounts will accelerate and vest upon the vesting of the HSKB Units.

The special distribution was accounted for as a modification. The modification to the unvested HSKB Units resulted in incremental compensation expense, or incremental fair value, equal to the amount of such special distribution. In accordance with the SEC's disclosure rules, such incremental fair value for Mr. Hays is reflected in the "Stock Awards" column of the Summary Compensation Table above.

HSKB Phantom Units (Common Units of ZoomInfo OpCo)

In December 2019, HSKB adopted its 2019 Phantom Unit Plan and granted 90,000 HSKB Phantom Units to Mr. Hays pursuant to the terms of such plan. Each of the HSKB Phantom Units represents the economic equivalent of one common unit of ZoomInfo OpCo. The HSKB Phantom Units will vest upon the first to occur of (i) a Sale Event and (ii) the date following an IPO upon which both (a) OpCo Units held directly or indirectly by HSKB may be exchanged for our common stock and (b) the "service vesting condition" applicable to the HSKB Phantom Units has been met. The "service vesting condition" for Mr. Hays' HSKB Phantom Units will be deemed to have been met with respect to 50% of such HSKB Phantom Units on July 1, 2021, and with respect to the remaining 50% of such HSKB Phantom Units in equal monthly installments over the two year period following July 1, 2021, in each case, subject to Mr. Hays' continued service relationship through such vesting dates. Vested HSKB Phantom Units may be settled either in cash or in shares of our common stock. HSKB may also accelerate the vesting of Mr. Hays' HSKB Phantom Units. In the event the vesting date for the HSKB Phantom Units does not occur prior to December 23, 2029, any then-outstanding HSKB Phantom Units will be forfeited.

Other Compensation

Employee Benefits

We provide various employee benefit programs to our named executive officers, including medical, vision, and dental benefits. These benefit programs are generally available to all of our employees with certain variations based on jurisdictions and seniority. These benefits are provided to the named executive officers to eliminate potential distractions from performing their regular job duties. We believe the cost of these programs is counterbalanced by an increase in productivity by the executives receiving access to them.

Limited Perquisites

Executive perquisites are not part of our general compensation philosophy; however, we provide limited perquisites and personal benefits that are not generally available to all employees when necessary to attract top talent. For example, pursuant to the terms of his employment agreement we provided Mr. Hyzer with a temporary housing and commuting allowance as described under "—Narrative Disclosure to Summary Compensation Table—Employment Agreements" above.

Retirement Plan

Our named executive officers are eligible to participate in the defined contribution pension plan (the "401(k) Plan") we maintain for all full-time U.S. employees with at least four months of service. The 401(k) Plan is intended to qualify as a tax-qualified plan under Section 401(k) of the Code. The 401(k) Plan provides that each participant may contribute up to 90% of such participant's compensation pursuant to certain restrictions. Participants in 401(k) Plan receive a matching contribution from us equal to 35% of the first 6% of the participant's eligible compensation deferred under the plan. We may also make discretionary profit-sharing contributions to eligible participants. We do not have a defined benefit plan or any non-qualified deferred compensation arrangements.

Outstanding Equity Awards at December 31, 2019

The following table provides information regarding outstanding equity awards made to our named executive officers as of December 31, 2019.

		Stock Awards			
Name	**Grant Date**	**Number of Shares or Units of Stock That Have Not Vested (#)(1)**	**Market Value of Shares or Units of Stock That Have Not Vested ($)(2)**	**Equity Incentive Plan Awards: Number of Unearned Shares, Units or Other Rights That Have Not Vested (#)(3)**	**Equity Incentive Plan Awards: Market or Payout Value of Unearned Shares, Units or Other Rights That Have Not Vested ($)(4)**
Henry Schuck	01/16/2019	7,715,476.40	12,499,072		
Cameron Hyzer	12/26/2018	7,014,069.45	11,362,793	—	
Chris Hays	06/23/2016			240,119	862,027
	08/24/2017			60,030	215,508
	09/11/2017			120,059	431,012
	10/31/2018			300,149	1,400,385
	01/07/2019			300,149	1,522,485
	07/26/2018	1,402,813.89	3,675,372		
	06/24/2019	3,507,034.75	7,084,210		
	10/17/2019	280,000.00	565,600		
	12/29/2019			90,000	323,100

(1) Represents Class P Units that vest as follows:
As to Mr. Schuck, 3,857,738.20 vest on March 12, 2020 and 3,857,738.20 vest in equal monthly installments during the 24 months following March 12, 2020, in each case subject to his continued service on each vesting date.
As to Mr. Hyzer, 3,507,034.725 vest on November 12, 2020 and 3,507,034.725 vest in equal monthly installments during the 24 months following November 12, 2020, in each case subject to his continued service on each vesting date.
As to Mr. Hays, of the 1,402,813.89 granted on July 26, 2018, 701,406.945 vest on July 1, 2020 and 701,406.945 vest in equal monthly installments during the 24 months following July 1, 2020, in each case subject to his continued service on each vesting date. Of the 3,507,034.75 granted on June 24, 2019, 1,753,517.35 vest on February 1, 2021 and 1,753,517.35 vest in equal monthly installments during the 24 months following February 1, 2021, in each case subject to his continued service on each vesting date. Of the 280,000 granted on October 17, 2019, 140,000 vest on October 1, 2021 and 140,000 vest in equal monthly installments during the 24 months following October 1, 2021, in each case subject to his continued service on each vesting date.

(2) Based on the appreciation, if any, in the value of our business from and after the date of grant through the date of our most recent valuation prior to December 31, 2019.

(3) Represents HSKB Units and HSKB Phantom Units, as applicable, that vest in full upon the occurrence of certain liquidity events, as described above under "—Narrative to Summary Compensation Table—Equity Awards." Amounts represented in this column with respect to the HSKB Units reflect the 60.02977736-for-one split of the HSKB Units, which occurred on December 18, 2019.

(4) Based on our most recent valuation prior to December 31, 2019.

Termination and Change in Control Provisions

Of our named executive officers, only Mr. Hyzer is entitled to potential payments and benefits in connection with a termination of his employment and/or a change in control. The following summary describes the termination and change in control provisions under his employment agreement.

Mr. Hyzer's Employment Agreement

Pursuant to Mr. Hyzer's employment agreement, upon termination of his employment by the Company without cause or his resignation with good reason, he is entitled to a severance payment (subject to his execution of a general release of claims against the Company) equal to one year of his base salary plus the expected amount of his annual performance bonus for the year in which the termination occurs, based on the Company's projected achievement of performance metrics and prorated through the termination date; provided, that the bonus amount will not be prorated if such termination occurs as a result of an "acquisition" (defined as an acquisition by an unaffiliated party of a majority of the outstanding equity interests or all or substantially all of the assets of the Company or the result of a decision by the Company or its direct or indirect owners that the Company undergo an acquisition). Mr. Hyzer's employment agreement further provides that upon termination of his employment due to death or disability, he is entitled to a severance payment equal to the expected amount of his annual performance bonus for the year in which the termination occurs, based on the Company's projected achievement of performance metrics and prorated through the termination date.

For a description of restrictive covenants applicable to Mr. Hyzer, see "—Narrative Disclosure to Summary Compensation Table—Employment Agreements" above.

Equity Awards

Each of the named executive officers holds equity awards pursuant to award agreements that provide for accelerated vesting upon certain qualifying terminations of employment. For a description of the accelerated vesting of the equity awards held by the named executive officers, see "—Narrative Disclosure to Summary Compensation Table—Equity Awards" above.

Compensation Arrangements to be Adopted in Connection with this Offering

2020 Stock Omnibus Plan

In connection with this offering, we expect our board of directors to adopt, and our stockholders to approve, the Company's 2020 Omnibus Incentive Plan (the "2020 Plan").

Purpose. The purpose of the 2020 Plan is to provide a means through which to attract and retain key personnel and to provide a means whereby our directors, officers, employees, consultants and advisors can acquire and maintain an equity interest in us, or be paid incentive compensation, including incentive compensation measured by reference to the value of our common stock, thereby strengthening their commitment to our welfare and aligning their interests with those of our stockholders.

Administration. The 2020 Plan is administered by the compensation committee of our board of directors or such other committee of our board of directors to which it has properly delegated power, or if no such committee or subcommittee exists, our board of directors. The compensation committee is authorized to interpret, administer, reconcile any inconsistency in, correct any defect in and/or supply any omission in the 2020 Plan and any instrument or agreement relating to, or any award granted under, the 2020 Plan; establish, amend, suspend, or waive any rules and regulations and appoint such agents as the compensation committee deems appropriate for the proper administration of the 2020 Plan; adopt sub-plans; and to make any other determination and take any other action that the compensation committee deems necessary or desirable for the administration of the 2020 Plan. 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 our securities are listed or traded, the compensation 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 in accordance with the terms of the 2020 Plan. Unless otherwise expressly provided in the 2020 Plan, all designations, determinations, interpretations, and other decisions under or with respect to the 2020 Plan or any award or any documents evidencing awards granted pursuant to the 2020 Plan are within the sole discretion of the compensation committee, may be made at any time and are final, conclusive and binding upon all persons or entities, including, without limitation, us, any participant, any holder or beneficiary of any award, and any of our stockholders. Subject to the provisions of the 2020 Plan, the compensation committee may designate participants, determine the types and sizes of awards to be granted to participants, and determine the terms and conditions of awards, which will be set forth in the applicable award agreement.

Shares Subject to 2020 Plan . The 2020 Plan is expected to provide that the total number of shares of common stock that may be issued under the 2020 Plan is (the "plan share reserve"), provided, however, that the plan share reserve shall be increased on the first day of each fiscal year beginning with the 2021 fiscal year in an amount equal to the lesser of (i) the positive difference between (x) 5% of the outstanding common stock on the last day of the immediately preceding fiscal year (treating certain vested convertible securities as outstanding common stock for this purpose) and (y) the plan share reserve on the last day of the immediately preceding fiscal year and (ii) a lower number of shares of our common stock as determined by our board of directors. No more than the number of shares of common stock equal to the plan share reserve may be issued in the aggregate pursuant to the exercise of incentive stock options. The maximum number of shares of common stock granted during a single fiscal year to any non-employee director, taken together with any cash fees paid to such non-employee director during the fiscal year, may not exceed $500,000 in total value. Except for substitute awards (as described below), in the event any award expires or is cancelled, forfeited or terminated without issuance to the participant of the full number of shares to which the award related, the unissued shares of common stock underlying such award will be returned to the plan share reserve and may be granted again under the 2020 Plan. Shares of common stock withheld in payment of an option exercise price or taxes relating to an award, and shares equal to the number of shares surrendered in payment of any option exercise price, a stock appreciation right's base price, or taxes relating to an award will constitute shares issued to a participant and will thus reduce the plan share reserve. Awards may, in the sole discretion of the compensation committee, be granted in assumption of, or in substitution for, outstanding awards previously granted by an entity directly or indirectly acquired by us or with which we combine (referred to as "substitute awards"), and such substitute awards will not be counted against the plan share reserve, except that substitute awards intended to qualify as "incentive stock options" will count against the limit on incentive stock options described above. No award may be granted under the 2020 Plan after the tenth anniversary of the effective date (as defined therein), but awards granted before then may extend beyond that date.

Options. The compensation committee may grant non-qualified stock options and incentive stock options, under the 2020 Plan, with terms and conditions determined by the compensation committee that are not inconsistent with the 2020 Plan. All stock options granted under the 2020 Plan are required to have a per share exercise price that is not less than 100% of the fair market value of our common stock underlying such stock options on the date such stock options are granted (other than in the case of options that are substitute awards). All stock options that are intended to qualify as incentive stock options must be granted pursuant to an award agreement expressly stating that the options are intended to qualify as incentive stock options and will be subject to the terms and conditions that comply with the rules as may be prescribed by Section 422 of the Code. The maximum term for stock options granted under the 2020 Plan is ten years from the initial date of grant, or with respect to any stock options intended to qualify as incentive stock options, such shorter period as prescribed by Section 422 of the Code. However, if a non-qualified stock option would expire at a time when trading of shares of our common stock is prohibited by our insider trading policy (or "blackout period" imposed by us), the term will automatically be extended to the 30th day following the end of such period. The purchase price for the shares as to which a stock option is exercised may be paid to us, to the extent permitted by law, (i) in cash or its equivalent at the time the stock option is exercised; (ii) in shares having a fair market value equal to the aggregate exercise price for the shares being purchased and satisfying any requirements that may be imposed by the compensation committee (so long as such shares have been held by the participant for at least six months or such other period established by the compensation committee to avoid adverse accounting treatment); or (iii) by such other method as the compensation 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 purchase price, (B) through the delivery of irrevocable instructions to a broker to sell the shares being acquired upon the exercise of the stock option and to deliver to us the amount of the proceeds of such sale equal to the aggregate exercise price for the shares being purchased or (C) through a "net exercise" procedure effected by withholding the minimum number of shares needed to pay the exercise price and any applicable taxes. Any fractional shares of common stock will be settled in cash. Options will become vested and exercisable in such manner and on such date(s) or event(s) as determined by the compensation committee, provided that the compensation committee may, in its sole discretion, accelerate the vesting of any options at any time for any reason.

Unless otherwise provided by the compensation committee (whether in an award agreement or otherwise), in the event of (i) a participant's termination of service for cause, all outstanding options will immediately terminate and expire, (ii) a participant's termination of service due to death or disability, each outstanding unvested option will immediately terminate and expire, and vested options will remain exercisable for one year following termination of service (or, if earlier, through the last day of the tenth year from the initial date of grant), and (iii) a participant's termination for any other reason, outstanding unvested options will terminate and expire and vested options remain exercisable for 90 days following termination (or, if earlier, through the last day of the tenth year from the initial date of grant).

Restricted Shares and Restricted Stock Units. The compensation committee may grant restricted shares of our common stock or restricted stock units, representing the right to receive, upon vesting and the expiration of any applicable restricted period, one share of common stock for each restricted stock unit, or, in the sole discretion of the Compensation Committee, the cash value thereof (or any combination thereof). As to restricted shares of our common stock, subject to the other provisions of the 2020 Plan, the holder will generally have the rights and privileges of a stockholder as to such restricted shares of common stock, including, without limitation, the right to vote such restricted shares of common stock. Participants have no rights or privileges as a stockholder with respect to restricted stock units. Restricted shares of our common stock and restricted stock units will become vested in such manner and on such date(s) or event(s) as determined by the compensation committee, provided that the compensation committee may, in its sole discretion, accelerate the vesting of any restricted shares of our common stock or restricted stock units at any time for any reason. Unless otherwise provided by the compensation committee, whether in an award agreement or otherwise, in the event of a participant's termination for any reason prior to vesting of any restricted shares or restricted stock units, as applicable (i) all vesting with respect to the participant's restricted shares or restricted stock units, as applicable, will cease and (ii) unvested restricted shares and unvested restricted stock units will be forfeited for no consideration on the date of termination.

ZoomInfo OpCo Unit Awards. The compensation committee may issue awards in the form of OpCo Units or other classes of partnership units in ZoomInfo OpCo (including, without limitation, LTIP Units) established pursuant to the amended and restated limited liability company agreement of ZoomInfo OpCo. ZoomInfo OpCo unit awards may be (1) convertible, exchangeable or redeemable for other limited partnership interests in ZoomInfo OpCo or shares of our Class A common stock or (2) valued by reference to the book value, fair value or performance of ZoomInfo OpCo limited partnership interests.

For purposes of calculating the number of shares underlying ZoomInfo OpCo unit awards relative to the total number of shares of our Class A common stock available for issuance under the 2020 Plan, the compensation committee will establish in good faith the maximum number of shares to which a participant receiving such an award may be entitled upon fulfillment of all applicable conditions set forth in the relevant award documentation, including vesting conditions, partnership capital account allocations, value accretion factors, conversion ratios, exchange ratios and other similar criteria. If and when any such conditions are no longer capable of being met, in whole or in part, the number of shares of our Class A common stock underlying such award will be reduced accordingly by the compensation committee, and the number of shares available under the 2020 Plan will be increased by one share for each share so reduced. The compensation committee will determine all other terms of ZoomInfo OpCo unit awards. The award documentation in respect of ZoomInfo OpCo unit awards may provide that the recipient will be entitled to receive, currently or on a deferred or contingent basis, dividends or dividend equivalents with respect to the number of shares of our Class A common stock underlying the award or other distributions from ZoomInfo OpCo prior to vesting (whether based on a period of time or based on attainment of specified performance conditions), as determined at the time of grant by the compensation committee, in its sole discretion, and the compensation committee may provide that such amounts (if any) will be deemed to have been reinvested in additional shares of our Class A common stock or ZoomInfo OpCo units.

Other Equity-Based Awards and Cash-Based Awards. The compensation committee may grant other equity-based or cash-based awards under the 2020 Plan, with terms and conditions determined by the compensation committee that are not inconsistent with the 2020 Plan.

Effect of Certain Events on 2020 Plan and Awards. Other than with respect to cash-based awards, 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, issuance of warrants or other rights to acquire shares of common stock or other securities, or other similar corporate transaction or event that affects the shares of common stock (including a change in control, as defined in the 2020 Plan), or (ii) unusual or nonrecurring events affecting the Company, including changes in applicable rules, rulings, regulations or other requirements, that the compensation 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 compensation committee will, 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 2020 Plan with respect to the number of awards which may be granted thereunder, (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 2020 Plan or any sub-plan and (C) the terms of any outstanding award, including, without limitation, (x) 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, (y) the exercise price or strike price with respect to any award, or (z) any applicable performance measures; it being understood that, in the case of any “equity restructuring,” the compensation committee will make an equitable or proportionate adjustment to outstanding awards to reflect such equity restructuring.

In connection with any change in control, the compensation committee may, in its sole discretion, provide for any one or more of the following: (i) a substitution or assumption of, acceleration of the vesting of, the 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 any awards that would vest as a result of the occurrence of such event but for such cancellation) the value of such awards, if any, as determined by the compensation committee (which value, if applicable, may be based upon the price per share of common stock received or to be received by other holders of our common stock in such event), including, in the case of stock options and stock appreciation rights, a cash payment equal to the excess, if any, of the fair market value of the shares of common stock subject to the option or stock appreciation right over the aggregate exercise price or base price thereof.

Nontransferability of Awards. Each award under the 2020 Plan will not be transferable or assignable by a participant other than by will or by the laws of descent and distribution and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance will be void and unenforceable against us or any of our subsidiaries. However, the compensation committee may, in its sole discretion, permit awards (other than incentive stock options) to be transferred, including transfers to a participant’s family members, any trust established solely for the benefit of a participant or such participant’s family members, any partnership or limited liability company of which a participant, or such participant and such participant’s family members, are the sole member(s), and a beneficiary to whom donations are eligible to be treated as “charitable contributions” for tax purposes.

Amendment and Termination. Our board of directors may amend, alter, suspend, discontinue, or terminate the 2020 Plan or any portion thereof at any time; but no such amendment, alteration, suspension, discontinuance or termination may be made without stockholder approval if (i) such approval is necessary to comply with any regulatory requirement applicable to the 2020 Plan or for changes in GAAP to new accounting standards; (ii) it would materially increase the number of securities which may be issued under the 2020 Plan (except for adjustments in connection with certain corporate events); or (iii) it would materially modify the requirements for participation in the 2020 Plan; and 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 will not to that extent be effective without such individual’s consent.

The compensation committee may, to the extent consistent with the terms of any applicable award agreement, waive any conditions or rights under, amend any terms of, or alter, suspend, discontinue, cancel or terminate, any award granted or the associated award agreement, prospectively or retroactively (including after a participant's termination). However, except as otherwise permitted in the 2020 Plan, any such waiver, amendment, alteration, suspension, discontinuance, cancellation or termination that would materially and adversely affect the rights of any participant with respect to such award will not to that extent be effective without such individual's consent. In addition, without stockholder approval, except as otherwise permitted in the 2020 Plan, (i) no amendment or modification may reduce the exercise price of any option or the strike price of any stock appreciation right; (ii) the compensation committee may not cancel any outstanding option or stock appreciation right and replace it with a new option or stock appreciation right (with a lower exercise price or strike price, as the case may be) or other award or cash payment that is greater than the value of the canceled option or stock appreciation right; and (iii) the compensation 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 our securities are listed or quoted.

Dividends and Dividend Equivalents. The compensation committee in its sole discretion may provide that an award under the 2020 Plan includes dividends or dividend equivalents, on such terms and conditions as may be determined by the compensation committee in its sole discretion. Unless otherwise provided in the award agreement, any dividend payable in respect of any share of restricted stock that remains subject to vesting conditions at the time of payment of such dividend will be retained by the Company and remain subject to the same vesting conditions as the share of restricted stock to which the dividend relates. To the extent provided in an award agreement, the holder of outstanding restricted stock units will be entitled to be credited with dividend equivalents either in cash, or in the sole discretion of the compensation committee, in shares of common stock having a fair market value equal to the amount of the dividends (and interest may be credited, at the discretion of the compensation committee, on the amount of cash dividend equivalents, at a rate and subject to terms determined by the compensation committee), which accumulated dividend equivalents (and any interest) will be payable at the same time as the underlying restricted stock units are settled following the lapse of restrictions (and with any accumulated dividend equivalents forfeited if the underlying restricted stock units are forfeited).

Clawback/Repayment. All awards are subject to reduction, cancellation, forfeiture or recoupment to the extent necessary to comply with (i) any clawback, forfeiture or other similar policy adopted by our board of directors or the compensation committee and as in effect from time to time and (ii) applicable law. To the extent that a 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 will be required to repay any such excess amount to the Company. If a participant engages in any detrimental activity (as described below), as determined by the compensation committee, the compensation committee may, in its sole discretion, provide for one or more of the following: (i) cancellation of any or all of a 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. For purposes of the 2020 Plan and awards thereunder, "detrimental activity" means: any unauthorized disclosure of confidential or proprietary information of the Company or its subsidiaries; any activity that would be grounds to terminate the participant's employment or service for cause; the participant's breach of any restrictive covenant (including, but not limited, to any non-competition or non-solicitation covenants); or fraud or conduct contributing to any financial restatements or irregularities, as determined by the compensation committee in its discretion.

Employee Stock Purchase Plan

Prior to the effectiveness of this offering, we expect our board of directors to adopt, and our stockholders to approve, the Company's 2020 Employee Stock Purchase Plan (the "ESPP"). The ESPP is intended to give eligible employees an opportunity to acquire shares of our common stock and promote our best interests and enhance our long-term performance.

Purpose. The ESPP is intended to qualify as an "employee stock purchase plan" under Section 423 of the Code. We may also authorize offerings under the ESPP that are not intended to comply with the requirements of Section 423 of the Code, which may, but are not required to, be made pursuant to any rules, procedures or sub-plans adopted by the compensation committee of our board of directors for such purpose.

Shares Reserved for the ESPP . The aggregate number of shares of our common stock that may be issued under the ESPP may not exceed shares, subject to adjustment in accordance with the terms of the ESPP. Notwithstanding the foregoing, the share reserve of the ESPP shall automatically be increased on the first day of each fiscal year following the fiscal year in which the effective date of the ESPP occurred by a number of shares of our common stock equal to the lesser of (i) the positive difference between (x) 1% of the total number of shares of our common stock outstanding on the last day of the immediately preceding fiscal year (treating certain vested convertible securities as outstanding common stock for this purpose), and (y) the share reserve of the ESPP on the last day of the immediately preceding fiscal year, and (ii) a lower number of shares as may be determined by our board of directors. If a purchase right expires or is terminated, surrendered or canceled without being exercised, in whole or in part, the number of shares subject to the purchase right will again be available for issuance and will not reduce the aggregate number of shares available under the ESPP.

Administration. The ESPP will be administered by the compensation committee of our board of directors unless the board of directors elects to administer the ESPP. The compensation committee may appoint one or more agents to assist in the administration of the ESPP and may delegate certain responsibilities or powers subject to ESPP terms and applicable law. Subject to ESPP terms and applicable law, the compensation committee will have full and final authority to take any action with respect to the ESPP, including, without limitation, the authority to: (a) establish, amend and rescind rules and regulations for administration of the ESPP; (b) prescribe the form(s) of any agreements or other instruments used in connection with the ESPP; (c) determine the terms and provisions of the purchase rights granted under the ESPP; (d) determine eligibility and adjudicate all disputed claims filed under the ESPP; and (e) construe and interpret the ESPP, purchase rights, the rules and regulations, and the agreements or other written instruments, and to make all other determinations deemed necessary or advisable for the administration of the ESPP. The compensation committee may also adopt sub-plans relating to the operation and administration of the ESPP to accommodate the specific requirements of local laws and procedures for jurisdictions outside the United States, the terms of which sub-plans may take precedence over the terms of the ESPP, to the extent provided in the ESPP. To the extent inconsistent with the requirements of Section 423 of the Code, purchase rights offered under any such sub-plan will not be required by the terms of the ESPP to comply with Section 423 of the Code.

Effective Date . The ESPP will become effective on or about the date of this offering. The term of the ESPP will continue until terminated by our board of directors or until the date on which all shares available for issuance under the ESPP have been issued.

Eligible Participants . Subject to the compensation committee's ability to exclude certain groups of employees on a uniform and nondiscriminatory basis, including Section 16 officers, generally, all of our employees will be eligible to participate in the ESPP if they are employed by us or by a designated company (as defined below) except for (a) any employee who has been employed for less than 90 days, (b) any employee whose customary employment is less than 20 hours per week or (c) any employee whose customary employment is for not more than five months in any calendar year; *provided* that the compensation committee may determine prior to any purchase period start date that employees outside of the United States who are participating in a separate offering will be "eligible employees" even if they do not meet the requirements of (b) or (c) above if and to the extent required by applicable law. No employee will be eligible to participate if, immediately after the purchase right grant, the employee would own stock (including any stock the employee may purchase under outstanding purchase rights) representing 5% or more of the total combined voting power or value of our common stock. A "designated company" is any subsidiary or affiliate of ZoomInfo Technologies Inc., whether now existing or existing in the future, that has been designated by the compensation committee from time to time in its sole discretion as eligible to participate in the ESPP. The compensation committee may designate subsidiaries or affiliates of ZoomInfo Technologies Inc. as designated companies in an offering that does not satisfy the requirements of Section 423 of the Code. For offerings that, when taken together with the ESPP, comply with Section 423 of the Code and the regulations thereunder, only ZoomInfo Technologies Inc. and its subsidiaries may be designated companies; *provided* , *however* , that at any given time, a subsidiary that is a designated company under a Section 423 Code-compliant offering will not be a designated company under an offering that does not comply with Section 423 of the Code.

Contributions . A participant may acquire common stock under the ESPP by authorizing the use of contributions to purchase shares of common stock. Contributions must be at a rate of not less than 1% nor more than 15% (in whole percentages only) of the participant's total compensation (with certain exclusions as set forth in the ESPP or as otherwise determined by the compensation committee). All contributions made by a participant will be credited (without interest) to his or her account. A participant may discontinue plan participation as provided in the ESPP, but a participant may not alter the amount of his or her contributions during an offering period. However, a participant's contribution election may be decreased to 0% at any time during an offering period to the extent necessary to comply with Section 423 of the Code or the terms of the ESPP. A participant may not make separate cash payments into his or her account except in limited circumstances when the participant is on leave of absence or unless otherwise required by applicable law. A participant may withdraw contributions credited to his or her account during an offering period at any time before the applicable purchase period end date.

Offering Periods and Purchase Price . The ESPP generally provides for two six-month offering periods, with one purchase period in each offering period. The compensation committee has the authority to change the duration of a purchase period; *provided* that the change is announced a reasonable period of time prior to its effective date and the purchase period is not greater than 27 months.

On the first day of an offering period, a participant will be granted a purchase right to purchase on the purchase period end date, at the applicable purchase price, the number of shares of common stock as is determined by dividing the amount of the participant's contributions accumulated as of the last day of the purchase period by the applicable purchase price; *provided* that (a) no participant may purchase shares of common stock with a fair market value (as of the date of purchase right grant) in excess of $25,000 per calendar year in the case of offerings intended to comply with Section 423 of the Code; and (b) in no event will the aggregate number of shares subject to purchase rights during a purchase period exceed the number of shares then available under the ESPP or the maximum number of shares available for any single purchase period (as determined by the compensation committee from time to time).

The purchase price will be 85% (or such greater percentage as may be determined by the compensation committee prior to the start of any purchase period) of the lesser of (i) the fair market value per share of our common stock as determined on the applicable grant date of the purchase right or (ii) the fair market value per share of our common stock as determined on the applicable purchase period end date (provided that, in no event may the purchase price be less than the par value per share of our common stock). The compensation committee may determine prior to a purchase period to calculate the purchase price for such period solely by reference to the fair market value of a share on the applicable purchase period end date or applicable grant date of the purchase right, or based on the greater (rather than the lesser) of such values.

A participant's purchase right to purchase shares of common stock during a purchase period will be exercised automatically on the purchase period end date for that purchase period unless the participant withdraws at least thirty days prior to the end of the purchase period or his or her participation is terminated. On the purchase period end date, a participant's purchase right will be exercised to purchase that number of shares which the accumulated contributions in his or her account at that time will purchase at the applicable purchase price, but not in excess of the number of shares subject to the purchase right or other ESPP terms. Subject to the terms of the ESPP, a purchase right will generally terminate on the earlier of the date of the participant's termination of employment or the last day of the applicable purchase period.

Rights as Stockholder . A participant will have no rights as a stockholder with respect to our shares that the participant has a purchase right to purchase in any offering until those shares are issued to the participant.

Rights Not Transferable . A participant's rights under the ESPP will be exercisable only by the participant and are not transferable other than by will or the laws of descent or distribution.

Effect of a Change in Control; Adjustments . If there is any change in the outstanding shares of our common stock because of a merger, change in control (as defined in the 2020 Plan), consolidation, recapitalization or reorganization involving ZoomInfo Technologies Inc., or if our board of directors declares a stock dividend, stock split distributable in shares of common stock or reverse stock split, other distribution or combination or reclassification of our common stock, or if there is a similar change in the capital stock structure of ZoomInfo Technologies Inc. affecting our common stock, then the number and type of shares of our common stock reserved for issuance under the ESPP will be correspondingly adjusted and, subject to applicable law, the compensation committee will make such adjustments to purchase rights or to any ESPP provision as the compensation committee deems equitable to prevent dilution or enlargement of purchase rights or as may otherwise be advisable. In addition, in the event of a change in control, the compensation committee's discretion includes, but is not limited to, the authority to provide for any of, or a combination of any of, the following:

- assumption or substitution of purchase rights by a successor entity (or parent or subsidiary of such successor);
- selection of a date on which all outstanding purchase rights will be exercised on or before the consummation date of the change in control;
- termination of outstanding purchase rights and refund of accumulated contributions to each participant prior to the change in control; or
- continuation of outstanding purchase rights unchanged.

Amendment; Termination . The ESPP may be amended, altered, suspended and/or terminated at any time by our board of directors; *provided* , that approval of an amendment to the ESPP by our stockholders will be required to the extent, if any, that stockholder approval of such amendment is required by applicable law. The compensation committee may (subject to the provisions of Section 423 of the Code and the ESPP) amend, alter, suspend and/or terminate any purchase right granted under the ESPP, prospectively or retroactively, but (except as otherwise provided in the ESPP) such amendment, alteration, suspension or termination of a purchase right may not, without the written consent of a participant with respect to an outstanding purchase right, materially adversely affect the rights of the participant with respect to the purchase right. In addition, the compensation committee has unilateral authority to (a) subject to the provisions of Section 423 of the Code, amend the ESPP and any purchase right (without participant consent) to the extent necessary to comply with applicable law or changes in applicable law and (b) make adjustments to the terms and conditions of purchase rights in recognition of unusual or nonrecurring events affecting us or any parent or subsidiary corporation (each as defined under Section 424 of the Code), or our financial statements (or those of any parent or subsidiary corporation), or of changes in applicable law, or accounting principles, if the compensation committee determines that such adjustments are appropriate in order to prevent dilution or enlargement of benefits intended to be made available under the ESPP or necessary or appropriate to comply with applicable accounting principles or applicable law.

Conversion of Class P Units

In connection with the Reclassification, all vested and unvested Class P Units (other than Class P Units held by Continuing Class P Unitholders) will be converted into vested and unvested Employee Units. The number of Employee Units delivered in respect of each Class P Unit will be determined based the amount of proceeds that would be distributed to such Class P Unit if the company were to be sold at a value derived from the initial public offering price, and the intrinsic value of the Employee Units issued in respect of each Class P Unit will have an intrinsic value equal to the hypothetical proceeds such Class P Unit would have received. Vested Class P Units will generally be converted into fully vested Employee Units and unvested Class P Units will generally be converted into unvested Employee Units, which will be subject to vesting terms (as described below) that are substantially similar to those applicable to the unvested Class P Units immediately prior to the Reclassification, as described above. The precise number of Employee Units delivered in respect of Class P Units will be based on the initial public offering price. Assuming an offering price of $ per share of Class A common stock, which is the midpoint of the range on the front cover of this prospectus, the aggregate number of vested and unvested Employee Units issued to holders of Class P Units would be . The total number of unvested Employee Units issued would be , or approximately % of the total of Employee Units issued and outstanding following this offering and the consummation of the transactions contemplated by the Reclassification. The vesting conditions applicable to these unvested Employee Units would generally be as follows: 50% of the units will be eligible to vest on the two-year anniversary of the designated vesting commencement date, and the remaining 50% of the units will be eligible to vest in equal monthly installments during the 24 months following the two-year anniversary of the vesting commencement date, subject to the applicable executive's continued service through each applicable vesting date.

In connection with the Reclassification, we may grant options to purchase shares of Class A common stock under the 2020 Plan to all holders of Class P Units whose interests are converted in the Reclassification, in substitution for part of the economic benefit of the Class P Units that is not reflected in the conversion of Class P Units to Employee Units. We refer to these stock options as "leverage restoration options." The leverage restoration options will have an exercise price per share that will be equal to or higher than the initial public offering price per share and will vest according to the same vesting schedule as the corresponding Class P Units in respect of which they are being granted. The precise number of leverage restoration options we grant in respect of each Class P Unit will be based on the initial public offering price. Assuming an offering price of $ per share of Class A common stock, which is the midpoint of the range on the front cover of this prospectus, the aggregate number of leverage restoration options granted to holders of Class P Units would be .

Director Compensation

None of our directors received compensation for their service on the board of directors for 2018 or 2019. However, all directors are reimbursed for their reasonable out-of-pocket expenses related to their board service.

For 2020, each of our outside directors (Messrs. Dhruv, Enright, and Mader) will be entitled to receive $50,000 annually as a cash retainer for their board service, with additional annual cash retainers of (i) $20,000 for Mr. Dhruv for his service as a member and the chair of the audit committee and (ii) $10,000 for Mr. Mader for his service as a member of the audit committee. Additionally, each of the outside directors received sign-on equity grants with the following terms, with each such initial grant to vest in three equal installments on each of the three succeeding anniversaries of the date on which the applicable director commenced serving on our board of directors: (i) in the case of Mr. Dhruv, an initial grant of 78,000 Class P units; (ii) in the case of Mr. Enright, an initial equity grant with a value of $100,000, to be awarded and valued upon the completion of the initial public offering; and (iii) in the case of Mr. Mader, an initial grant of 39,000 Class P units. Upon the completion of the initial public offering, and for each year thereafter, each director will receive an annual equity grant with a value of $200,000, with each such annual grant to vest in full on or about the first anniversary of the grant date.

Additionally, all of our directors will continue to be reimbursed for their reasonable out-of-pocket expenses related to their board service.

CERTAIN RELATIONSHIPS AND RELATED PERSON TRANSACTIONS

The agreements described in this section, or forms of such agreements as they will be in effect at the time of this offering, are filed as exhibits to the registration statement of which this prospectus forms a part, and the following descriptions are qualified by reference thereto.

Stockholders Agreement

In connection with this offering, we intend to enter into a stockholders agreement with certain affiliates of TA Associates, Carlyle, and our Founders (the “parties to our stockholders agreement”) granting them certain board designation rights so long as they maintain a certain percentage of ownership of our outstanding common stock.

This stockholders agreement will require us to, among other things, nominate a number of individuals for election as our directors at any meeting of our stockholders, designated by TA Associates (each such individual a “TA Designee”), Carlyle (each such individual a “Carlyle Designee”), and the Founders (each such individual a “Founder Designee,” and together with the TA Designee and the Carlyle Designee, the “Stockholder Designees”), such that, upon the election of such individual and each other individual nominated by or at the direction of our board of directors or a duly-authorized committee of the board, as a director of our company, the number of: (A) TA Designees serving as directors of our company will be equal to (i) two (2) directors, if TA Associates continues to beneficially own at least 15% of the combined voting power of all classes of voting shares, voting together as a single class, as of the record date for the stockholders’ meeting or (ii) one (1) director, if TA Associates continues to own less than 15% but more than 5% of the combined voting power of all classes of voting shares, voting together as a single class, as of the record date for the stockholders’ meeting; (B) Carlyle Designees serving as directors of our company will be equal to (i) two (2) directors, if Carlyle continues to beneficially own at least 15% of the combined voting power of all classes of voting shares, voting together as a single class, as of the record date for the stockholders’ meeting or (ii) one (1) director, if Carlyle continues to own less than 15% but more than 5% of the combined voting power of all classes of voting shares, voting together as a single class, as of the record date for the stockholders’ meeting; and (C) Founder Designees serving as directors of our company will be equal to one (1) director for so long as the Founders collectively beneficially own at least 5% of the combined voting power of all classes of voting shares, voting together as a single class, as of the record date for the stockholders’ meeting. The authorized number of directors will not increase above nine (or seven or eight in the event one or both of TA Associates and Carlyle loses its right to designate one director) without the consent of TA Associates or Carlyle so long as TA Associates or Carlyle, as applicable, has the right to designate at least one director pursuant to the stockholders agreement. If the number of individuals that TA Associates or Carlyle has the right to designate is decreased because of the decrease in its combined voting power, then the corresponding number of such TA Designee or Carlyle Designee will immediately tender his or her resignation for consideration by the board and the total number of directors shall be accordingly decreased ; provided that the last remaining TA Designee or Carlyle Designee will resign from the board at the end of his or her then current term. For so long as the stockholders agreement remains in effect and subject to the amended and restated certificate of incorporation, each of the Stockholder Designees may be removed and vacancies filled (subject to the nominating and corporate governance committee determining such designated persons are qualified) only with the consent of the respective Stockholder Designee that designated such individual. Each of TA Associates and Carlyle will have the right to designate certain members of the committees of our board of directors so long as it has the right to designate at least one director pursuant to the stockholders agreement, subject to applicable law and any applicable independent requirements of the Nasdaq.

Registration Rights Agreement

In connection with this offering, we intend to enter into a registration rights agreement with certain affiliates of TA Associates, Carlyle, 22C Capital, and the Founders pursuant to which we will grant them and their affiliates the right, under certain circumstances and subject to certain restrictions, to require us to register under the Securities Act shares of Class A common stock. Pursuant to the registration rights agreement, affiliates of TA Associates, Carlyle, and 22C Capital that are party to the registration rights agreement will be entitled to certain demand registration rights, which require us to register shares of our Class A common stock under the Securities Act held by participating holders and, if requested, to maintain a shelf registration statement effective with respect to such shares. In addition, if we propose to register the offer and sale of our Class A common stock under the Securities Act following the consummation of this offering, in connection with the public offering of such Class A common stock, the parties to the registration rights agreement will be entitled to certain “piggyback” registration rights allowing the holders to include their shares in such registration, subject to certain marketing and other limitations. At any time that a registration statement on Form S-3 is effective, subject to certain limitations, affiliates of TA Associates, Carlyle, and 22C Capital party to the registration rights agreement may make a written request that we register the offer and sale of their shares on such registration statement on Form S-3. Certain affiliates of 22C Capital will also have participation rights to participate in any sale by affiliates of Carlyle under certain circumstances. The registration rights agreement will also provide that we will pay certain expenses relating to such registrations and indemnify certain parties against certain liabilities which may arise under the Securities Act.

Tax Receivable Agreements

ZoomInfo Technologies Inc. will enter into two tax receivable agreements. ZoomInfo Technologies Inc. will enter into (i) the Exchange Tax Receivable Agreement with certain of our Pre-IPO OpCo Unitholders and (ii) the Reorganization Tax Receivable Agreement with the Pre-IPO Blocker Holders. These tax receivable agreements will provide for the payment by ZoomInfo Technologies Inc. to such pre-IPO owners and certain Pre-IPO HoldCo Unitholders of 85% of the benefits, if any, that the ZoomInfo Tax Group is deemed to realize (calculated using certain assumptions) as a result of certain tax attributes and benefits covered by the tax receivable agreements. The Exchange Tax Receivable Agreement will provide for the payment by ZoomInfo Technologies Inc. to certain Pre-IPO OpCo Unitholders and certain Pre-IPO HoldCo Unitholders of 85% of the benefits, if any, that the ZoomInfo Tax Group is deemed to realize (calculated using certain assumptions) as a result of (i) the ZoomInfo Tax Group’s allocable share of existing tax basis acquired in this offering and (ii) increases in the ZoomInfo Tax Group’s allocable share of existing tax basis and tax basis adjustments that will increase the tax basis of the tangible and intangible assets of the ZoomInfo Tax Group as a result of sales or exchanges of OpCo Units for shares of Class A common stock after this offering, and certain other tax benefits, including tax benefits attributable to payments under the Exchange Tax Receivable Agreement. The Reorganization Tax Receivable Agreement will provide for the payment by ZoomInfo Technologies Inc. to Pre-IPO Blocker Holders and certain Pre-IPO HoldCo Unitholders of 85% of the benefits, if any, that the ZoomInfo Tax Group is deemed to realize (calculated using certain assumptions) as a result of the ZoomInfo Tax Group’s utilization of certain tax attributes of the Blocker Companies (including the ZoomInfo Tax Group’s allocable share of existing tax basis acquired in the Reorganization Transactions), and certain other tax benefits, including tax benefits attributable to payments under the Reorganization Tax Receivable Agreement. In each case, these increases in existing tax basis and tax basis adjustments generated over time may increase (for tax purposes) the ZoomInfo Tax Group’s depreciation and amortization deductions and, therefore, may reduce the amount of tax that the ZoomInfo Tax Group would otherwise be required to pay in the future, although the IRS may challenge all or part of the validity of that tax basis, and a court could sustain such a challenge. The ZoomInfo Tax Group’s allocable share of existing tax basis acquired in this offering and the increase in the ZoomInfo Tax Group’s allocable share of existing tax basis and the anticipated tax basis adjustments upon exchanges of OpCo Units for shares of Class A common stock may also decrease gains (or increase losses) on future dispositions of certain capital assets to the extent tax basis is allocated to those capital assets. Actual tax benefits realized by the ZoomInfo Tax Group may differ from tax benefits calculated under the tax receivable agreements as a result of the use of certain assumptions in the tax receivable agreements, including the use of an assumed weighted-average state and local income tax rate to calculate tax benefits. The payment obligations under the tax receivable agreements are an obligation of ZoomInfo Technologies Inc. and not of ZoomInfo OpCo. The ZoomInfo Tax Group expects to benefit from the remaining 15% of realized cash tax benefits. For purposes of the tax receivable agreements, the realized cash tax benefits will be computed by comparing the actual income tax liability of the ZoomInfo Tax Group to the amount of such taxes that the ZoomInfo Tax Group would have been required to pay had there been no existing tax basis, no anticipated tax basis adjustments of the assets of the ZoomInfo Tax Group as a result of exchanges and no utilization of certain tax attributes of the Blocker Companies (including the Blocker Companies’ allocable share of existing tax basis), and had ZoomInfo Technologies Inc. not entered into the tax receivable agreements. The actual and hypothetical tax liabilities determined in the tax receivable agreements will be calculated using the actual U.S. federal income tax rate in effect for the applicable period and an assumed, weighted-average state and local income tax rate based on apportionment factors for the applicable period (along with the use of certain other assumptions). The term of each tax receivable agreement will continue until all such tax benefits have been utilized or expired, unless (i) ZoomInfo Technologies Inc. exercises its right to terminate one or both tax receivable agreements for an amount based on the agreed payments remaining to be made under the agreement (as described in more detail below), (ii) ZoomInfo Technologies Inc. breaches any of its material obligations under one or both tax receivable agreements in which case all obligations (including any additional interest due relating to any deferred payments) generally will be accelerated and due as if ZoomInfo Technologies Inc. had exercised its right to terminate the tax receivable agreements or (iii) there is a change of control of ZoomInfo Technologies Inc., in which case the pre-IPO owners may elect to receive an amount based on the agreed payments remaining to be made under the agreement determined as described above in clause (i). Estimating the amount of payments that may be made under the tax receivable agreements is by its nature imprecise, insofar as the calculation of amounts payable depends on a variety of factors. The increase in the ZoomInfo Tax Group's allocable share of existing tax basis and the anticipated tax basis adjustments upon the exchange of OpCo Units for shares of Class A common stock, as well as the amount and timing of any payments under the tax receivable agreements, will vary depending upon a number of factors, including:

- the timing of exchanges—for instance, the increase in any tax deductions will vary depending on the fair market value, which may fluctuate over time, of the depreciable or amortizable assets of ZoomInfo OpCo at the time of each exchange. In addition, the increase in the ZoomInfo Tax Group 's allocable share of existing tax basis acquired upon the future exchange of OpCo Units for shares of Class A common stock will vary depending on the amount of remaining existing tax basis at the time of such exchange;

- the price of shares of our Class A common stock at the time of the exchange—the increase in any tax deductions, as well as the tax basis increase in other assets, of ZoomInfo OpCo, is directly proportional to the price of shares of our Class A common stock at the time of the exchange;

- the extent to which such exchanges are taxable—if an exchange is not taxable for any reason, increased deductions will not be available;

- the amount of tax attributes—the amount of applicable tax attributes of the Blocker Companies at the time of the merger or contribution transaction will impact the amount and timing of payments under the tax receivable agreements; and

- the amount and timing of our income—ZoomInfo Technologies Inc. is obligated to pay 85 % of the cash tax benefits under the tax receivable agreements as and when realized. If the ZoomInfo Tax Group does not have taxable income, ZoomInfo Technologies Inc. is not required (absent a change of control or circumstances requiring an early termination payment) to make payments under the tax receivable agreements for a taxable year in which it does not have taxable income because no cash tax benefits will have been realized. However, any tax attributes that do not result in realized benefits in a given tax year may be utilized to generate benefits in previous or future tax years. The utilization of such tax attributes will result in cash tax benefits that will result in payments under the tax receivable agreements.

Although the amount of ZoomInfo Technologies Inc.'s allocable share of existing tax basis acquired in this offering with respect to which our pre-IPO owners will be entitled to receive payments under the tax receivable agreements has been determined to be approximately $ million, the timing and amount of any related payments under the tax receivable agreements is uncertain since both will be dependent on the amount and timing of the ZoomInfo Tax Group's income and other tax attributes.

We expect that as a result of the size of the ZoomInfo Tax Group's allocable share of existing tax basis acquired in this offering (including such existing tax basis acquired from the Blocker Companies pursuant to the Blocker Mergers), the increase in the ZoomInfo Tax Group's allocable share of existing tax basis and the anticipated tax basis adjustment of the tangible and intangible assets of the ZoomInfo Tax Group upon the exchange of OpCo Units for shares of Class A common stock and our possible utilization of certain tax attributes, the payments that we may make under the tax receivable agreements will be substantial. We estimate the amount of existing tax basis with respect to which our pre-IPO owners will be entitled to receive payments under the tax receivable agreements (assuming all Pre-IPO OpCo Unitholders excluding the Blocker Companies exchange their OpCo Units (together with a corresponding number of shares of Class B common stock) for shares of Class A common stock on the date of this offering) is approximately $ million (assuming an offering price of $ per share of Class A common stock, which is the midpoint of the price range set forth on the cover of this prospectus). There may be a material negative effect on our liquidity if, as a result of timing discrepancies or otherwise, the payments under the tax receivable agreements exceed the actual cash tax benefits that the ZoomInfo Tax Group realizes in respect of the tax attributes subject to the tax receivable agreements and/or distributions to the ZoomInfo Tax Group by ZoomInfo OpCo are not sufficient to permit ZoomInfo Technologies

Inc. to make payments under the tax receivable agreements after it has paid taxes. Certain late payments under the tax receivable agreements generally will accrue interest at an uncapped rate equal to one year LIBOR (or its successor rate) plus 500 basis points. The payments under the tax receivable agreements are not conditioned upon continued ownership of us by the exchanging holders of OpCo Units.

In addition, the tax receivable agreements provide that upon certain changes of control, ZoomInfo Technologies Inc.'s (or its successor's) obligations with respect to exchanged or acquired OpCo Units (whether exchanged or acquired before or after such transaction or all relevant tax attributes allocable to the ZoomInfo Tax Group at the time of a change of control), would be accelerated and the amounts payable would be based on certain assumptions, including whether the ZoomInfo Tax Group would have sufficient taxable income to fully utilize the deductions arising from the increased tax deductions and tax basis and other benefits related to entering into the tax receivable agreements. With respect to previously exchanged or acquired OpCo Units or all relevant tax attributes allocable to the ZoomInfo Tax Group at the time of a change of control, we would be required to make a payment equal to the present value (at a discount rate equal to the lesser of (i) 6.5% per annum and (ii) one year LIBOR, or its successor rate, plus 100 basis points) of the anticipated future tax benefits determined using assumptions (ii) through (v) of the following paragraph.

Furthermore, ZoomInfo Technologies Inc. may elect to terminate the tax receivable agreements early by making an immediate payment equal to the present value of the anticipated future cash tax benefits with respect to all OpCo Units. In determining such anticipated future cash tax benefits, the tax receivable agreements include several assumptions, including that (i) any OpCo Units that have not been exchanged are deemed exchanged for the market value of the shares of Class A common stock at the time of termination, (ii) the ZoomInfo Tax Group will have sufficient taxable income in each future taxable year to fully realize all potential tax benefits, (iii) the ZoomInfo Tax Group will have sufficient taxable income to fully utilize any remaining net operating losses subject to the tax receivable agreements on a straight line basis over the shorter of the statutory expiration period for such net operating losses or the five-year period after the early termination or change in control, (iv) the tax rates for future years will be those specified in the law as in effect at the time of termination and (v) certain non-amortizable assets are deemed disposed of within specified time periods. In addition, the present value of such anticipated future cash tax benefits are discounted at a rate equal to the lesser of (i) 6.5% per annum and (ii) one year LIBOR, or its successor rate, plus 100 basis points. Assuming that the market value of a share of Class A common stock were to be equal to the initial public offering price per share of Class A common stock in this offering and that LIBOR were to be % , we estimate that the aggregate amount of these termination payments would be approximately $ million if ZoomInfo Technologies Inc. were to exercise its termination right immediately following this offering.

As a result of the change of control provisions and the early termination right, ZoomInfo Technologies Inc. could be required to make payments under the tax receivable agreements that are greater than or less than the specified percentage of the actual cash tax benefits that the ZoomInfo Tax Group realizes in respect of the tax attributes subject to the tax receivable agreements (although any such overpayment would be taken into account in calculating future payments, if any, under the tax receivable agreements) or that are prior to the actual realization, if any, of such future tax benefits. Also, the obligations of ZoomInfo Technologies Inc. would be automatically accelerated and be immediately due and payable in the event that ZoomInfo Technologies Inc. breaches any of its material obligations under the agreement and in certain events of bankruptcy or liquidation. In these situations, our obligations under the tax receivable agreements could have a substantial negative impact on our liquidity.

Decisions made by our pre-IPO owners in the course of running our business may influence the timing and amount of payments that are received by an existing owner exchanging OpCo Units under the tax receivable agreements. For example, the earlier disposition of assets following an exchange or acquisition transaction generally will accelerate payments under the tax receivable agreements and increase the present value of such payments, and the disposition of assets before an exchange will increase an existing owner's tax liability without giving rise to any rights of an existing owner to receive payments under the tax receivable agreements.

Payments under the tax receivable agreements will be based on the tax reporting positions that we will determine. ZoomInfo Technologies Inc. will not be reimbursed for any payments previously made under the tax receivable agreements if the ZoomInfo Tax Group's allocable share of existing tax basis acquired in this offering and increased upon the exchange of OpCo Units for shares of Class A common stock, the anticipated tax basis adjustments or our utilization of tax attributes are successfully challenged by the IRS, although such amounts may reduce our future obligations, if any, under the tax receivable agreements. As a result, in certain circumstances, payments could be made under the tax receivable agreements in excess of the ZoomInfo Tax Group's cash tax benefits.

ZoomInfo OpCo Amended and Restated Limited Liability Company Agreement

As a result of the Reorganization Transactions and the Offering Transactions, ZoomInfo Technologies Inc. will hold HoldCo Units in ZoomInfo HoldCo and will be the sole managing member of ZoomInfo HoldCo, and ZoomInfo HoldCo will hold OpCo Units in ZoomInfo OpCo and will be the sole managing member of ZoomInfo OpCo. Accordingly, ZoomInfo Technologies Inc. will operate and control all of the business and affairs of ZoomInfo OpCo through ZoomInfo HoldCo and, through ZoomInfo OpCo and its operating entity subsidiaries, conduct our business.

Pursuant to the amended and restated limited liability company agreement of ZoomInfo OpCo as it will be in effect at the time of this offering, ZoomInfo HoldCo has the right to determine when distributions will be made to holders of OpCo Units and the amount of any such distributions. If a distribution is authorized, such distribution will be made to the holders of OpCo Units pro rata in accordance with the percentages of their respective limited liability company interests.

No distributions will be made in respect of unvested OpCo Units and instead such amounts will be distributed to holders of vested OpCo Units pro rata in accordance with their vested interests.

The holders of OpCo Units, including ZoomInfo HoldCo, may be subject to U.S. federal, state and local income taxes on their proportionate share of any taxable income of ZoomInfo OpCo. Net profits and net losses of ZoomInfo OpCo will generally be allocated to its holders, including ZoomInfo HoldCo, pro rata in accordance with the percentages of their respective limited liability company interests, except as otherwise required by law. The amended and restated limited liability company agreement of ZoomInfo OpCo provides for cash distributions, which we refer to as "tax distributions," to the holders of the OpCo Units and Class P Units (whether vested or unvested) if ZoomInfo HoldCo, as the sole managing member of ZoomInfo OpCo, determines that a holder, by reason of holding OpCo Units or Class P Unit, as applicable, incurs an income tax liability. Generally, these tax distributions will be computed based on our estimate of the net taxable income of ZoomInfo OpCo allocated to the holder of OpCo Units that receives the greatest proportionate allocation of income multiplied by an assumed tax rate. Tax distributions with respect to Class P Units will be determined based on the assumed tax liability of such Class P Unitholder with respect to such Class P Units rather than on a pro rata basis.

Pursuant to the amended and restated limited liability company agreement of ZoomInfo OpCo, the Pre-IPO OpCo Unitholders (and certain permitted transferees thereof) may (subject to the terms of such limited liability company agreement) exchange their OpCo Units (together with a corresponding number of shares of Class B common stock) for shares of Class A common stock of ZoomInfo Technologies Inc. on a one-for-one basis, subject to customary conversion rate adjustments for stock splits, stock dividends, and reclassifications. Subject to certain restrictions, the holders of Class P Units will have the right to exchange their vested Class P Units into a number of shares of Class A common stock that will generally be equal to (a) the product of (X) the number of vested Class P Units to be exchanged with a given per unit participation threshold (*i.e.* the strike price) and (Y) then-current difference between the per share value of an OpCo Unit at the time of the exchange (based on the public trading price of Class A common stock) and the per unit participation threshold (*i.e.* the strike price) of such Class P Units divided by (b) the per unit value of an OpCo Unit at the time of the exchange (based on the public trading price of Class A common stock). ZoomInfo HoldCo may impose restrictions on exchanges that it determines in good faith to be necessary so that ZoomInfo OpCo is not treated as a "publicly traded partnership" for U.S. federal income tax purposes. The amended and restated limited liability company agreement of ZoomInfo OpCo will also provide that a holder of OpCo Units will not have the right to exchange OpCo Units if ZoomInfo HoldCo reasonably determines that such exchange would be prohibited by law or regulation or would any agreements with ZoomInfo Technologies Inc. or its subsidiaries by which the holder of OpCo Units is bound, or ZoomInfo Technologies Inc.'s insider trading policies. Upon such exchange, ZoomInfo Technologies Inc. will contribute the OpCo Units it receives to ZoomInfo HoldCo in exchange for a corresponding number of newly issued HoldCo Units. As a holder exchanges OpCo Units for shares of Class A common stock, the number of HoldCo Units held by ZoomInfo Technologies Inc. in exchange for the exchanged OpCo Units is correspondingly increased as it acquires the exchanged OpCo Units.

The amended and restated limited liability company agreement of ZoomInfo OpCo also provides for the ability to issue LTIP Units, which are a class of partnership units that are intended to qualify as "profits interests" in ZoomInfo OpCo for federal income tax purposes that, subject to certain conditions, including vesting, are convertible by the holder into OpCo Units. LTIP Units initially will not have full parity, on a per unit basis, with OpCo Units with respect to ordinary and liquidating distributions. Upon the occurrence of specified events, LTIP Units can over time achieve full parity with OpCo Units, at which time vested LTIP Units may be converted into OpCo Units on a one-for-one basis. OpCo Units, in turn, may be exchanged into shares of Class A common stock of ZoomInfo Technologies Inc. on a one-for-one basis, subject to the terms and conditions described above.

ZoomInfo HoldCo Amended and Restated Limited Liability Company Agreement

As a result of the Reorganization Transactions and the Offering Transactions, ZoomInfo Technologies Inc. will hold HoldCo Units in ZoomInfo HoldCo and will be the sole managing member of ZoomInfo HoldCo. ZoomInfo HoldCo will elect to be treated as a corporation for U.S. federal income tax purposes effective upon its date of formation. As the sole managing member of ZoomInfo HoldCo, we intend to cause ZoomInfo HoldCo to make non-pro rata distributions to us such that we will be able to cover all applicable taxes payable by us, any payments we are obligated to make under the tax receivable agreements we intend to enter into as part of the Reorganization Transactions.

Prior to this offering, we will amend and restate the limited liability company agreement of ZoomInfo HoldCo under which the Pre-IPO HoldCo Unitholders (or certain of their permitted transferees) will have the right (subject to the terms of such limited liability company agreement) to exchange their HoldCo Units (together with a corresponding number of shares of Class B common stock) for shares of our Class A common stock on a one-for-one basis, subject to customary conversion rate adjustments for stock splits, stock dividends, and reclassifications. ZoomInfo Technologies Inc. may impose restrictions on exchange that it determines in good faith to be necessary so that ZoomInfo OpCo is not treated as a "publicly traded partnership" for U.S. federal income tax purposes. The amended and restated limited liability company agreement of ZoomInfo HoldCo will also provide that a holder of HoldCo Unit s will not have the right to exchange HoldCo Units if ZoomInfo Technologies Inc. determines that such exchange would be prohibited by law or regulation or would violate any agreements with ZoomInfo Technologies Inc. or its subsidiaries by which the holder of HoldCo Units is bound, or ZoomInfo Technologies Inc.'s insider trading policies. As a holder exchanges HoldCo Units for shares of Class A common stock, the number of HoldCo Units held by ZoomInfo Technologies Inc. is correspondingly increased as it acquires the exchanged HoldCo Units.

Purchase of OpCo Units, HoldCo Units and Shares of Class C Common Stock

We intend to use approximately $ (or approximately $ if the underwriters exercise in full their option to purchase additional shares of Class A common stock) of the net proceeds we receive from this offering, in addition to purchasing newly issued HoldCo Units from ZoomInfo HoldCo as described under "Use of Proceeds," to purchase OpCo Units, HoldCo Units and shares of Class C common stock from our Sponsors at a price per OpCo Unit, HoldCo Unit or share of Class C common stock, respectively, equal to the public offering price per share of Class A common stock in this offering, less the underwriting discount. Upon each purchase of HoldCo Units or OpCo Units, the corresponding shares of Class B common stock will be canceled. The table below sets forth the number of OpCo Units, HoldCo Units and shares of Class C common stock to be purchased by us from the Sponsors assuming both no exercise and full exercise of the underwriters' option to purchase additional shares of Class A common stock, based on an assumed initial public offering price of $ per share of Class A common stock, which is the which is the midpoint of the estimated offering price range set forth on the cover page of this prospectus.

	Assuming No Option Exercise				Assuming Full Option Exercise			
	# of OpCo Units to be Purchased	# of HoldCo Units to be Purchased	# of Shares of Class C Common Stock to be Purchased	Aggregate Purchase Price	# of OpCo Units to be Purchased	# of HoldCo Units to be Purchased	# of Shares of Class C Common Stock to be Purchased	Aggregate Purchase Price
Sponsors								

Other Related Person Transactions

Michelle Brewer, our Vice President, Human Resources, is the sister-in-law of Henry Schuck, our Chief Executive Officer. Total compensation paid by the Company to Michelle Brewer, including salary, bonus, and equity compensation, for the years ended December 31, 2016, 2017, 2018, and 2019 and for the three months ended March 31, 2020 was $0.2 million, $0.4 million, $1.8 million, $1.0 million, and $0.7 million respectively.

Hila Nir, our Chief Marketing Officer, is the sister-in-law of Nir Keren, our Chief Technology Officer. Total compensation paid by the Company to Hila Nir, including salary and equity compensation, since the Zoom Information Acquisition for the year ended December 31, 2019 and for the three months ended March 31, 2020 was $2.0 million and $0.5 million, respectively.

Commercial Transactions with Sponsor Portfolio Companies

Our Sponsors and their affiliates have ownership interests in a broad range of companies. We have entered and may in the future enter into commercial transactions in the ordinary course of our business with some of these companies, including the sale of goods and services and the purchase of goods and services. None of these transactions or arrangements has been or is expected to be material to us.

Statement of Policy Regarding Transactions with Related Persons

Prior to the completion of this offering, our board of directors will adopt a written statement of policy regarding transactions with related persons, which we refer to as our "related person policy." Our related person policy requires that a "related person" (as defined in paragraph (a) of Item 404 of Regulation S-K) must promptly disclose to our general counsel any "related person transaction" (defined as any transaction that is anticipated would be reportable by us under Item 404(a) of Regulation S-K in which we were or are to be a participant and the amount involved exceeds $120,000 and in which any related person had or will have a direct or indirect material interest) and all material facts with respect thereto. Our general counsel will then promptly communicate that information to our board of directors. No related person transaction entered into following this offering will be executed without the approval or ratification of our board of directors or a duly authorized committee of our board of directors. It is our policy that directors interested in a related person transaction will recuse themselves from any vote on a related person transaction in which they have an interest.

Indemnification of Directors and Officers

Our amended and restated bylaws provide that we will indemnify our directors and officers to the fullest extent permitted by the DGCL. In addition, our amended and restated certificate of incorporation provides that our directors will not be liable for monetary damages for breach of fiduciary duty to the fullest extent permitted by the DGCL.

There is no pending litigation or proceeding naming any of our directors or officers to which indemnification is being sought, and we are not aware of any pending or threatened litigation that may result in claims for indemnification by any director or officer.

PRINCIPAL STOCKHOLDERS

The following tables set forth information regarding the beneficial ownership of shares of our Class A common stock, our Class B Common Stock, and our Class C common stock by (1) each person known to us to beneficially own more than 5% of any class of the outstanding voting securities of ZoomInfo Technologies Inc., (2) each of our directors and named executive officers, and (3) all of our directors and executive officers as a group.

The percentage of beneficial ownership of shares of our Class A common stock, our Class B Common Stock, and our Class C common stock outstanding before the offering set forth below is based on the number of shares of our common stock to be issued and outstanding immediately following the Reorganization Transactions without giving effect to this offering. The percentage of beneficial ownership of our Class A common stock, our Class B Common Stock, and our Class C common stock after the offering set forth below is based on shares of our common stock to be issued and outstanding immediately after the offering.

Immediately following the consummation of this offering, the Pre-IPO OpCo Unitholders and Pre-IPO HoldCo Unitholders will hold all of the issued and outstanding shares of our Class B common stock. The shares of Class B common stock will have no economic rights but each share will entitle the holder to ten votes (for so long as the aggregate number of outstanding shares of our Class B common stock and Class C common stock represents at least 5% of the aggregate number of our outstanding shares of common stock, and thereafter, one vote per share) on all matters on which stockholders of ZoomInfo Technologies Inc. are entitled to vote generally.

Immediately following the consummation of this offering, the Pre-IPO Blocker Holders will hold all of the issued and outstanding shares of our Class C common stock. The shares of Class C common stock will have the same economic rights as shares of Class A common stock, but each share will entitle the holder to ten votes (for so long as the aggregate number of outstanding shares of our Class B common stock and Class C common stock represents at least 5% of the aggregate number of our outstanding shares of common stock, and thereafter, one vote per share upon the automatic conversion of our Class C common stock into shares of Class A common stock) on all matters on which stockholders of ZoomInfo Technologies Inc. are entitled to vote generally.

The voting power afforded to the Pre-IPO OpCo Unitholders and Pre-IPO HoldCo Unitholders, as applicable, by their shares of Class B common stock will be automatically and correspondingly reduced as they exchange shares of Class B common stock, together with a corresponding number of OpCo Units or HoldCo Units, as applicable, for shares of Class A common stock of ZoomInfo Technologies Inc., and the voting power afforded to Pre-IPO Blocker Holders will be automatically and correspondingly reduced as they transfer shares of Class C common stock, which, except in certain circumstances, will automatically convert into shares of Class A common stock. See “Certain Relationships and Related Party Transactions—ZoomInfo OpCo Amended and Restated Limited Liability Company Agreement,” “Certain Relationships and Related Party Transactions—ZoomInfo HoldCo Amended and Restated Limited Liability Company Agreement,” and “Description of Capital Stock.”

	Class A Common Stock Beneficially Owned[1] [3]						Class B Common Stock Beneficially Owned[1] [2]						Class C Common Stock Beneficially Owned[3]						Combined Voting Power[4]		
	Prior to the Offering Transactions		After the Offering Transactions		After the Offering Transactions, Including Full Option Exercise		Prior to the Offering Transactions		After the Offering Transactions		After the Offering Transactions, Including Full Option Exercise		Prior to the Offering Transactions		After the Offering Transactions		After the Offering Transactions, Including Full Option Exercise				
Name of Beneficial Owner	Number	%	Number	%	Number	%	Number	%	Number	%	Number	%	Number	%	Number	%	Number	%	% Prior to the Offering Transactions	% After the Offering Transactions Assuming Underwriters' Option is Not Exercised	% After the Offering Transactions Assuming Underwriters' Option is Exercised
TA Associates[5]																					
Investment Funds affiliated with Carlyle[6]																					
22C Capital[7]																					
DO Holdings (WA), LLC[8]																					
Kirk Brown[8][9]																					
Henry Schuck[8][10]																					
Cameron Hyzer[11]																					
Chris Hays[12]																					
Nir Keren[13]																					
Todd Crockett[14]																					
Mitesh Dhruv[15]																					
Keith Enright[16]																					
Ashley Evans[17]																					
Mark Mader[18]																					
Patrick McCarter[19]																					
Jason Mironov[20]																					
D. Randall Winn[21]																					
Directors and executive officers as a group (12 persons)																					

* Represents less than 1%.

(1) Subject to the terms of the amended and restated limited liability company agreement of each of ZoomInfo OpCo and ZoomInfo HoldCo, the OpCo Units and HoldCo Units, each paired with equal number of shares of Class B common stock, are exchangeable for shares of our Class A common stock on a one-for-one basis after the completion of this offering. See "Organizational Structure," "Certain Relationships and Related Person Transactions—ZoomInfo OpCo Amended and Restated Limited Liability Company Agreement," and "Certain Relationships and Related Person Transactions—ZoomInfo HoldCo Amended and Restated Limited Liability Company Agreement." Beneficial ownership of shares of Class B common stock reflected in this table has not been also reflected as beneficial ownership of shares of our Class A common stock for which such shares, paired with equal number of OpCo Units or HoldCo Units, as applicable, may be exchanged. In calculating the percentage of OpCo Units and HoldCo Units beneficially owned after the Offering Transactions, the HoldCo Units held by ZoomInfo Technologies Inc. are treated as outstanding.

(2) Represents OpCo Units which are paired with an equal number of shares of Class B common stock, except as noted in footnote (7) below.

(3) Pursuant to our amended and restated certificate of incorporation, at the option of the holder, a share of Class C common stock may be converted into one share of Class A common stock. In addition, each share of Class C common stock will convert automatically into one share of Class A common stock upon any transfer, whether or not for value, except for certain affiliate transfers described in our amended and restated certificate of incorporation among the Sponsors, the Founders, and their respective affiliates as of the date of the consummation of this offering. Each share of Class C common stock will also automatically convert into one share of Class A common stock if, on the record date for any meeting of the stockholders, the aggregate number of outstanding shares of our Class B common stock and Class C common stock is less than 5% of the aggregate number of our outstanding shares of common stock. Once converted into Class A common stock, Class C common stock will not be reissued. See "Description of Capital Stock—Common Stock—Class C Common Stock."

(4) Represents percentage of voting power of the Class A common stock, Class B common stock, and Class C common stock of ZoomInfo Technologies Inc. voting together as a single class. See "Description of Capital Stock—Common Stock."

(5) Amounts beneficially owned reflect (i) OpCo Units (and associated shares of Class B common stock) held by TA XI DO AIV, L.P., (ii) OpCo Units (and associated shares of Class B common stock) held by TA SDF III DO AIV, L.P., (iii) OpCo Units (and associated shares of Class B common stock) held by TA SDF II DO AIV, L.P., (iv) OpCo Units (and associated shares of Class B common stock) held by TA Atlantic and Pacific VII-A, L.P., (v) OpCo Units (and associated shares of Class B common stock) held by TA Investors IV, L.P., (vi) OpCo Units (and associated shares of Class B common stock) held by TA Associates AP VII GP, L.P., (vii) OpCo Units (and associated shares of Class B common stock) held by TA Associates SDF II, L.P., (viii) OpCo Units (and associated shares of Class B common stock) held by TA Associates SDF III GP, L.P., (ix) OpCo Units (and associated shares of Class B common stock) held by TA Associates XI GP, L.P., (x) shares of Class C common stock held by TA XI DO Feeder, L.P., (xi) shares of Class C common stock held by TA SDF III DO Feeder, L.P., (xii) shares of Class C common stock held by TA SDF II DO Feeder, L.P., and (xiii) shares of Class C common stock held by TA Atlantic and Pacific VII-B, L.P. (collectively, the "TA Associates Funds") in each case, following this offering. TA Associates, L.P. is the ultimate general partner of each of such entity. Investment and voting control of the TA Associates Funds is held by TA Associates, L.P. No stockholder, director, or officer of TA Associates, L.P. has voting or investment power with respect to our shares of common stock held by the TA Associates Funds. Voting and investment power with respect to such shares is vested in a five-person investment committee consisting of the following employees of TA Associates, L.P.: Todd R. Crockett, Jason P. Werlin, Jason S. Mironov, Kurt R. Jaggers, and Jeffrey T. Chambers. The address of each TA Associates Fund is 200 Clarendon Street, 56th floor, Boston, Massachusetts 02116.

(6) Carlyle Partners VI Evergreen Holdings, L.P. ("Carlyle Evergreen") is the record holder of OpCo Units (and associated shares of Class B common stock) following this offering. CP VI Evergreen Holdings, L.P. ("CP VI Evergreen") is the record holder of shares of Class C common stock following this offering. Carlyle Partners VI Dash Holdings, L.P. (together with Carlyle Evergreen and CP VI Evergreen, the "Carlyle Investors") is the record holder of shares of Class C common stock following this offering.

Carlyle Group Management L.L.C. holds an irrevocable proxy to vote a majority of the shares of The Carlyle Group Inc., which is a publicly traded entity listed on the Nasdaq. The Carlyle Group Inc. is the sole shareholder of Carlyle Holdings I GP Inc., which is the managing member of Carlyle Holdings I GP Sub L.L.C., which is the general partner of Carlyle Holdings I L.P., which, with respect to the securities held of record by Carlyle Evergreen and CP VI Evergreen, is the managing member of CG Subsidiary Holdings L.L.C., which is the managing member of TC Group, L.L.C., which is the general partner of TC Group Sub L.P., which is the managing member of TC Group VI S1, L.L.C., which is the general partner of TC Group VI S1, L.P., which is the general partner of Carlyle Evergreen and CP VI Evergreen.

The Carlyle Group Inc. is also the sole member of Carlyle Holdings II GP L.L.C., which is the managing member of Carlyle Holdings II L.L.C., which, with respect to the securities held of record by Carlyle Partners VI Dash Holdings, L.P., is the managing member of CG Subsidiary Holdings L.L.C., which is the general partner of TC Group Cayman Investment Holdings, L.P., which is the general partner of TC Group Cayman Investment Holdings Sub L.P., which is the sole member of TC Group VI, L.L.C., which is the general partner of TC Group VI, L.P., which is the general partner of Carlyle Partners VI Dash Holdings, L.P.

Voting and investment determinations with respect to the securities held by Carlyle Evergreen and CP VI Evergreen are made by an investment committee of TC Group VI S1, L.P., and voting and investment determinations with respect to the securities held by Carlyle Partners VI Dash Holdings, L.P. are made by an investment committee of TC Group VI, L.P., each of which is comprised of Allan Holt, William Conway, Jr., Daniel D'Aniello, David Rubenstein, Peter Clare, Kewsong Lee, Norma Kuntz, Sandra Horbach, and Marco De Benedetti, as a non-voting observer. Accordingly, each of the entities and individuals named in this footnote may be deemed to share beneficial ownership of the securities held of record by the Carlyle Investors. Each of them disclaims beneficial ownership of such securities.

The address of each of TC Group Cayman Investment Holdings, L.P. and TC Group Cayman Investment Holdings Sub L.P. is c/o Walkers, Cayman Corporate Center, 27 Hospital Road, George Town, Grand Cayman KY1-9008, Cayman Islands. The address of each of the other entities named in this footnote is c/o The Carlyle Group Inc., 1001 Pennsylvania Avenue, NW, Suite 220 South, Washington, D.C. 20004.

(7) Amounts beneficially owned reflect (i) shares of Class C common stock and OpCo Units (and associated shares of Class B common stock) held directly following this offering by 22C Magellan Holdings LLC, whose two principal members are 22C DiscoverOrg Investors, LLC and 22C Capital I, L.P., and (ii) shares of Class C common stock and HoldCo Units (and associated shares of Class B common stock) held directly by 22C Capital I-A, L.P. 22C DiscoverOrg MM, LLC is the managing member of 22C DiscoverOrg Investors, LLC. 22C DiscoverOrg Advisors, LLC is the managing member of 22C DiscoverOrg MM, LLC. 22C Capital GP I, L.L.C. is the general partner

of 22C Capital I, L.P. and of 22C Capital I-A, L.P. 22C Capital GP I MM LLC is the managing member of 22C Capital GP I, L.L.C. Eric Edell and D. Randall Winn are co-managing members of 22C DiscoverOrg Advisors, LLC and co-members of 22C Capital GP I MM LLC and, in such capacities, exercise voting or investment power over the shares of Class C common stock and OpCo Units (and associated shares of Class B common stock) held directly by 22C Magellan Holdings LLC and the shares of Class C common stock and HoldCo Units (and associated shares of Class B common stock) held directly by 22C Capital I-A, L.P. In addition, following this offering, as disclosed in footnote (21) below, D. Randall Winn exercises voting and investment power over OpCo Units (and associated shares of Class B common stock) held directly by Mr. Winn in his individual capacity, and over OpCo Units (and associated shares of Class B common stock) held directly by Five W DiscoverOrg, LLC. The address of 22C Magellan Holdings LLC, 22C Capital I-A, L.P., Eric Edell and D. Randall Winn is 70 East 55th Street, 14th Floor, New York, New York 10022.

(8) Amounts beneficially owned reflect OpCo Units (and associated shares of Class B common stock) held directly by DO Holdings (WA), LLC. DO Holdings (WA), LLC is owned by Henry Schuck and Kirk Brown. Messrs. Schuck and Brown may be deemed to share voting and dispositive power over the securities held by DO Holdings (WA), LLC. The principal business address of DO Holdings (WA), LLC is c/o 805 Broadway Street, Suite 900 Vancouver, Washington 98660.

(9) Amounts beneficially owned reflect the OpCo Units (and associated shares of Class B common stock) held directly by DO Holdings (WA), LLC (as described above). The principal business address of Mr. Brown is c/o 1012 SE 64th Court, Vancouver, Washington 98661.

(10) Amounts beneficially owned reflect the vested Class P Units convertible for shares of Class A common stock held directly by Henry Schuck, OpCo Units (and associated shares of Class B common stock) held directly by HSKB Funds, LLC, OpCo Units (and associated shares of Class B common stock) held directly by DO Holdings (WA), LLC (as described above), and HoldCo Units (and associated shares of Class B common stock) held by HSKB Funds II, LLC. HSKB Funds, LLC and HSKB Funds II, LLC are managed by HLS Management, LLC. Henry Schuck is the sole member of HLS Management, LLC. The principal business address of Mr. Schuck is c/o 805 Broadway Street, Suite 900 Vancouver, Washington 98660.

(11) The principal business address of Mr. Hyzer is c/o 805 Broadway Street, Suite 900 Vancouver, Washington 98660.

(12) The principal business address of Mr. Hays is c/o 805 Broadway Street, Suite 900 Vancouver, Washington 98660.

(13) Amounts beneficially owned reflect the vested Class P Units held directly by Nir Keren convertible for shares of Class A common stock. The principal business address of Mr. Keren is c/o 805 Broadway Street, Suite 900 Vancouver, Washington 98660.

(14) The principal business address of Mr. Crockett is c/o 200 Clarendon Street, 56th floor, Boston, Massachusetts 02116.

(15) The principal business address of Mr. Dhruv is c/o 20 Davis Drive, Belmont, California 94002.

(16) The principal business address of Mr. Enright is c/o 345 Spear Street, 4th Floor, San Francisco, California 94105.

(17) The principal business address of Ms. Evans is c/o 2710 Sand Hill Road, Menlo Park, California 94025.

(18) The principal business address of Mr. Mader is c/o 10500 NE 8th Street, Suite 1300, Bellevue, Washington 98004.

(19) The principal business address of Mr. McCarter is c/o 2710 Sand Hill Road, Menlo Park, California 94025.

(20) The principal business address of Mr. Mironov is c/o 200 Clarendon Street, 56th floor, Boston, Massachusetts 02116.

(21) Amounts beneficially owned reflect: (i) shares of Class C common stock, OpCo Units (and associated shares of Class B common stock), and HoldCo Units (and associated shares of Class B common stock) beneficially owned by 22C Capital, as disclosed in footnote (7) above; (ii) OpCo Units (and associated shares of Class B common stock) directly held by Mr. Winn in his individual capacity; and (iii) OpCo Units (and associated shares of Class B common stock) held directly by Five W DiscoverOrg, LLC, over which Mr. Winn exercises voting and investment power. The principal business address of Mr. Winn is 70 East 55th Street, 14th Floor, New York, New York 10022.

The foregoing table assumes an offering price of $ per share of Class A common stock, which is the midpoint of the price range set forth on the front cover of this prospectus. However, while the aggregate number of shares of Class A common stock, Class B common stock, and Class C common stock that will be held by existing owners will not change as a result of the initial public offering price per share in this offering, the precise number of shares of Class A common stock, Class B common stock, and Class C common stock allocated to specific existing owners will differ from that presented in the table above if the actual initial public offering price per share differs from this assumed price.

For example, if the initial offering price per share of Class A common stock in this offering is $, which is the low point of the price range set forth on the front cover of this prospectus, the beneficial ownership of Class A common stock, Class B common stock, and Class C common stock of the identified stockholders would be as follows:

	Class A Common Stock Beneficially Owned			Class B Common Stock Beneficially Owned			Class C Common Stock Beneficially Owned		
Name of Beneficial Owner	Prior to the Offering Transactions	After the Offering Transactions	After the Offering Transactions, Including Full Option Exercise	Prior to the Offering Transactions	After the Offering Transactions	After the Offering Transactions, Including Full Option Exercise	Prior to the Offering Transactions	After the Offering Transactions	After the Offering Transactions, Including Full Option Exercise
TA Associates	—								
Investment Funds affiliated with Carlyle	—								
22C Capital	—								
DO Holdings (WA), LLC	—								
Kirk Brown	—								
Henry Schuck									
Cameron Hyzer	—								
Chris Hays	—								
Nir Keren									
Todd Crockett	—								
Mitesh Dhruv	—								
Keith Enright									
Ashley Evans	—								
Mark Mader	—								
Patrick McCarter	—								
Jason Mironov	—								
D. Randall Winn	—								
Directors and executive officers as a group (12 persons)									

* Represents less than 1%.

Conversely, if the initial public offering price per share of Class A common stock in this offering is $, which is the high point of the price range set forth on the front cover of this prospectus, the beneficial ownership of Class A common stock, Class B common stock, and Class C common stock of the identified holders would be as follows:

	Class A Common Stock Beneficially Owned			Class B Common Stock Beneficially Owned			Class C Common Stock Beneficially Owned		
Name of Beneficial Owner	Prior to the Offering Transactions	After the Offering Transactions	After the Offering Transactions, Including Full Option Exercise	Prior to the Offering Transactions	After the Offering Transactions	After the Offering Transactions, Including Full Option Exercise	Prior to the Offering Transactions	After the Offering Transactions	After the Offering Transactions, Including Full Option Exercise
TA Associates	—								
Investment Funds affiliated with Carlyle	—								
22C Capital	—								
DO Holdings (WA), LLC	—								
Kirk Brown	—								
Henry Schuck									
Cameron Hyzer	—								
Chris Hays	—								
Nir Keren									
Todd Crockett	—								
Mitesh Dhruv	—								
Keith Enright									
Ashley Evans	—								
Mark Mader	—								
Patrick McCarter	—								
Jason Mironov	—								
D. Randall Winn	—								
Directors and executive officers as a group (12 persons)									

* Represents less than 1%.

DESCRIPTION OF CERTAIN INDEBTEDNESS

The following section summarizes the terms of our material principal indebtedness.

First Lien Credit Agreement

On February 1, 2019, ZoomInfo LLC (formerly known as DiscoverOrg, LLC) and ZoomInfo Midco LLC (formerly known as DiscoverOrg Midco, LLC) entered into a first lien credit agreement with Morgan Stanley Senior Funding, Inc., as the administrative agent, collateral agent and a letter of credit issuer, Morgan Stanley Senior Funding, Inc., Barclays Bank plc and Antares Capital LP, as joint lead arrangers and joint bookrunners and the other lenders and letter of credit issuers from time to time party thereto (as amended from time to time, the “first lien credit agreement”). On February 19, 2020, ZoomInfo LLC and ZoomInfo Midco LLC entered into an amendment to the first lien credit agreement with Morgan Stanley Bank, N.A., as the new term loan lender, the revolving credit lenders party thereto and Morgan Stanley Senior Funding, Inc. as administrative agent, collateral agent and letter of credit issuer to amend certain pricing terms of the first lien credit agreement.

Our borrowings under the first lien credit agreement consist of $865.0 million initial term loans, maturing February 1, 2026, and a $100.0 million revolving credit facility, maturing February 1, 2024. Of these first lien term loans, $856.4 million was outstanding as of March 31, 2020.

A portion of the revolving credit facility is available for letters of credit, of which none was utilized as of March 31, 2020. Including letters of credit, there was $35.0 million of borrowings outstanding under the revolving credit facility as of March 31, 2020.

Interest Rate and Fees

Borrowings under the first lien credit agreement bear interest at a rate per annum equal to, at our option, either (A) a LIBOR rate determined by reference to the Reuters LIBOR rate for dollar deposits with a term equivalent to the interest rate relevant to such borrowing, as adjusted by reserve percentages established by the Federal Reserve (subject to a floor of 0.00%), plus an applicable margin or (B) a base rate determined by reference to highest of (i) 0.50% above the federal funds effective rate, (ii) the rate of interest established by the administrative agent as its “prime rate,” (iii) 1.0% above the adjusted LIBOR rate for dollar deposits with a one month term commencing that day and (iv) 1.00% per annum, plus an applicable margin.

With respect to the first lien term loans that bear interest by reference to an adjusted LIBOR rate, the applicable margin is 4.00% per annum and with respect to the first lien term loans that bear interest by reference to a base rate, the applicable margin is 3.00% per annum. The applicable margin for the borrowings under the revolving credit facility varies depending on a consolidated first lien debt to consolidated EBITDA ratio calculated pursuant to the first lien credit agreement (the “consolidated first lien net leverage ratio”) and is 3.75% or 4.00% per annum for the loans that bear interest by reference to the adjusted LIBOR rate and 2.75% of 3.00% per annum for the loans that bear interest by reference to the base rate. Upon the consummation of a qualified IPO, the applicable margin will be reduced by 0.25%. The applicable margin was 4.0% in the case of LIBOR rate loans and 3.0% in the case of base rate loans as of March 31, 2020.

In addition, we pay certain recurring fees with respect to the first lien credit agreement, including (i) a fee for the unused commitments of the lenders under the revolving credit facility, accruing at a rate equal to (x) 0.50% per annum if the consolidated first lien net leverage ratio is greater than 4.40 to 1.00, (y) 0.375% if the consolidated first lien secured leverage ratio is equal to or less than 4.40 to 1.00 but greater than 3.90 to 1.00 or (z) 0.125% if the consolidated first lien leverage ratio is equal to or less than 3.90 to 1.00, (ii) letter of credit fees, including a fronting fee and processing fees to each issuing bank, which vary depending on the consolidated first lien net leverage ratio and (iii) administration fees. We paid $0.5 million of such fees for fiscal year 2019.

Voluntary Prepayments

We may prepay, in full or in part, borrowings under the first lien credit agreement, subject to notice requirements, minimum prepayment amounts, and increment limitations. If any prepayment of term loans is made in connection with a repricing event prior to the six-month anniversary of the amendment no. 1 effective date, a premium of 1.00% of the principal amount prepaid is required to be paid. After the six-month anniversary of the amendment no. 1 effective date, no premium is required.

Mandatory Prepayments

The first lien credit agreement requires us to prepay outstanding first lien term loans, subject to certain exceptions, with:

- 50% (which percentage will be reduced to (i) 25%, if the consolidated first lien net leverage ratio is less than or equal to 4.40 to 1.00 but greater than 3.90 to 1.00 and to (ii) 0%, if the consolidated first lien net leverage ratio is less than or equal to 3.90 to 1.00) of our annual excess cash flow;

- 100% of the net cash proceeds of all non-ordinary course asset sales or other dispositions of property, or any loss or government taking of property for which insurance proceeds or condemnation awards are received, if ZoomInfo LLC (formerly known as DiscoverOrg, LLC) or certain of its subsidiaries do not reinvest or commit to reinvest those proceeds in assets to be used in our business or to make certain other permitted investments within 540 days as long as such reinvestment is completed within 180 days from the date of such commitment to reinvest, with certain exceptions; provided that, solely with respect to any collateral, ZoomInfo LLC or certain of its subsidiaries may use a portion of such net cash proceeds to prepay or repurchase certain permitted other indebtedness with a lien in accordance with the terms of the first lien credit agreement;

- 100% of the net cash proceeds of all incurrence or issuance by ZoomInfo LLC or certain of its subsidiaries of any indebtedness (except for permitted debt (other than refinancing debt)); and

- 100% of the net cash proceeds of the incurrence of any specified refinancing debt constituting revolving credit facilities.

We are also required to prepay the amount by which we exceed the revolving credit commitment.

Amortization

We are required to repay installments of the first lien term loans in quarterly installments equal to 0.25% of the aggregate principal amount of the initial term loan facility funded on February 1, 2019, with the remaining amount payable on the applicable maturity date with respect to such term loans.

Principal amounts outstanding under the revolving credit facility are due and payable in full at maturity.

Guarantee and Security

All obligations under the first lien credit agreement are unconditionally guaranteed by substantially all existing and future, direct and indirect, wholly owned material domestic subsidiaries of ZoomInfo LLC, subject to certain exceptions.

All obligations under the first lien credit agreement, and the guarantees of such obligations, are secured, subject to permitted liens and other exceptions, by the equity interests of ZoomInfo LLC and substantially all assets of DiscoverOrg, LLC and certain of its subsidiaries, subject to certain exceptions.

Certain Covenants and Events of Default

The first lien credit agreement contains a number of covenants that restrict, subject to certain exceptions, our ability to, among other things:

- incur additional indebtedness;

- create or incur liens;

- engage in certain fundamental changes, including mergers or consolidations;

- sell or transfer assets;

- pay dividends and distributions on our subsidiaries' capital stock;
- make acquisitions, investments, loans or advances;
- engage in certain transactions with affiliates; and
- enter into negative pledge clauses and clauses restricting subsidiary distributions.

If the Company draws more than 35% of the revolving credit loan, the revolving credit loan is subject to a springing financial covenant pursuant to which the consolidated first lien net leverage ratio must not exceed 7.65 to 1.00. The first lien credit agreement also contains certain customary affirmative covenants and events of default, including a change of control. If an event of default occurs, the lenders under the first lien credit agreement will be entitled to take various actions, including the acceleration of amounts due under the first lien credit agreement and all actions permitted to be taken by a secured creditor.

Second Lien Credit Agreement

On February 1, 2019, ZoomInfo LLC (formerly known as DiscoverOrg, LLC) and ZoomInfo Midco LLC (formerly known as DiscoverOrg Midco, LLC) entered into a second lien credit agreement with Morgan Stanley Senior Funding, Inc., as the administrative agent and collateral agent, Morgan Stanley Senior Funding, Inc., Barclays Bank plc and Antares Capital LP, as joint lead arrangers and joint bookrunners and the other lenders from time to time party thereto (as amended from time to time, the "second lien credit agreement").

The second lien credit agreement provides for $370.0 million initial term loan facility, maturing on February 1, 2027 of which $370 million was outstanding as of March 31, 2020.

Interest Rate and Fees

Borrowings under the second lien credit agreement bear interest at a rate per annum equal to, at our option, either (A) a LIBOR rate determined by reference to the Reuters LIBOR rate for dollar deposits with a term equivalent to the interest rate relevant to such borrowing, as adjusted by reserve percentages established by the Federal Reserve (subject to a floor of 0.00%), plus an applicable margin or (B) a base rate determined by reference to highest of (i) 0.50% above the federal funds effective rate, (ii) the rate of interest established by the administrative agent as its "prime rate," (iii) 1.0% above the adjusted LIBOR rate for dollar deposits with a one month term commencing that day and (iv) 1.00% per annum, plus an applicable margin.

With respect to the second lien term loans that bear interest by reference to an adjusted LIBOR rate, the applicable margin is 8.50% per annum and with respect to the second lien term loans that bear interest by reference to a base rate, the applicable margin is 7.50% per annum. In addition, we pay certain administration fees with respect to the second lien credit agreement.

Voluntary Prepayments

We may prepay, in full or in part, borrowings under the second lien credit agreement, subject to notice requirements, minimum prepayment amounts, and increment limitations. If any prepayment of loans is made on or prior to the first anniversary of the closing date, a premium of 2.00% of the principal amount prepaid is required to be paid. If any prepayment of loans is made after the first anniversary but on or before the second anniversary of the closing date, a premium of 1.00% is required to be paid. After the second anniversary of the closing date, no premium is required.

Mandatory Prepayments

Subject to the mandatory prepayments under the first lien credit agreement, the second lien credit agreement requires us to prepay outstanding second lien term loans, subject to certain exceptions, with:

- 100% of the net cash proceeds of all non-ordinary course asset sales or other dispositions of property, or any loss or government taking of property for which insurance proceeds or condemnation awards are received, if ZoomInfo LLC or certain of its subsidiaries do not reinvest or commit to reinvest those proceeds in assets to be used in our business or to make certain other permitted investments within 540 days as long as such reinvestment is completed within 180 days from the date of such commitment to reinvest, with certain exceptions; provided that, solely with respect to any collateral, ZoomInfo LLC or certain of its subsidiaries may use a portion of such net cash proceeds to prepay or repurchase certain permitted other indebtedness with a lien in accordance with the terms of the first lien and second lien credit agreement; and

- 100% of the net cash proceeds of all incurrence or issuance by ZoomInfo LLC or certain of its subsidiaries of any indebtedness (except for permitted debt (other than refinancing debt)).

Guarantee and Security

All obligations under the second lien credit agreement are unconditionally guaranteed by substantially all existing and future, direct and indirect, wholly owned material domestic subsidiaries of ZoomInfo LLC, subject to certain exceptions.

Subject to the intercreditor agreement which provides that liens under the second lien credit agreement are junior to the liens under the first lien credit agreement, all obligations under the second lien credit agreement, and the guarantees of such obligations, are secured, subject to permitted liens and other exceptions, by the equity interests of ZoomInfo LLC and substantially all assets of ZoomInfo LLC and certain of its subsidiaries, subject to certain exceptions.

Certain Covenants and Events of Default

The second lien credit agreement contains a number of covenants that restrict, subject to certain exceptions, our ability to, among other things:

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

The second lien credit agreement also contains certain customary affirmative covenants and events of default, including a change of control. If an event of default occurs, the lenders under the second lien credit agreement will be entitled to take various actions, including the acceleration of amounts due under the second lien credit agreement and all actions permitted to be taken by a secured creditor.

DESCRIPTION OF CAPITAL STOCK

In connection with this offering, we will amend and restate our certificate of incorporation and our bylaws. The following is a description of the material terms of, and is qualified in its entirety by, our amended and restated certificate of incorporation and amended and restated bylaws, each of which will be in effect upon the consummation of this offering, the forms of which are filed as exhibits to the registration statement of which this prospectus forms a part. Under "Description of Capital Stock," "we," "us," "our," the "Company" and "our Company" refer to ZoomInfo Technologies Inc. and not to any of its subsidiaries.

Our purpose is to engage in any lawful act or activity for which corporations may be organized under the DGCL. Upon the consummation of this offering, our authorized capital stock will consist of shares of Class A common stock, par value $0.01 per share, shares of Class B common stock, par value $0.01 per share, shares of Class C common stock, par value $0.01 per share, and shares of preferred stock, par value $0.01 per share. No shares of preferred stock will be issued or outstanding immediately after the offering contemplated by this prospectus. Unless our board of directors determines otherwise, we will issue all shares of our capital stock in uncertificated form.

Common Stock

Holders of outstanding shares of our Class A common stock, Class B common stock, and Class C common stock will vote as a single class on all matters on which stockholders are entitled to vote generally, except as otherwise required by law. Delaware law entitles the holders of the outstanding shares of Class A common stock, Class B common stock, and Class C common stock to vote separately as different classes in connection with any amendment to our certificate of incorporation that would increase or decrease the par value of the shares of such class or that would alter or change the powers, preferences or special rights of such class so as to affect them adversely. As permitted by Delaware law, the amended and restated certificate of incorporation includes a provision which eliminates the class vote that the holders of Class A common stock would otherwise have with respect to an amendment to the certificate of incorporation increasing or decreasing the number of shares of Class A common stock the Company is entitled to issue, that the holders of Class B common stock would otherwise have with respect to an amendment to the certificate of incorporation increasing or decreasing the number of shares of Class B common stock the Company is entitled to issue and that the holders of Class C common stock would otherwise have with respect to an amendment to the certificate of incorporation increasing or decreasing the number of shares of Class C common stock the Company is entitled to issue. Thus, subject to any other voting requirements contained in the certificate of incorporation, any amendment to the certificate of incorporation increasing or decreasing the number of shares of either Class A common stock, Class B common stock, or Class C common stock that the Company is authorized to issue would require a vote of a majority of the outstanding voting power of all capital stock (including the Class A common stock, Class B common stock, and Class C common stock), voting together as a single class.

Class A Common Stock

Holders of shares of our Class A common stock are entitled to one vote for each share held of record on all matters on which stockholders are entitled to vote generally, including the election or removal of directors. The holders of our Class A common stock do not have cumulative voting rights in the election of directors.

Holders of shares of our Class A common stock and Class C common stock are entitled to receive dividends at the same rate when, as and if declared by our board of directors out of funds legally available therefor, subject to any statutory or contractual restrictions on the payment of dividends and to the rights of the holders of one or more outstanding series of our preferred stock. If we pay a dividend or distribution on the Class A common stock, payable in shares of Class A common stock, we also will be required to pay a pro rata and simultaneous dividend or distribution on the Class C common stock, payable in shares of Class C common stock. Similarly, if we pay a dividend or distribution on the Class C common stock, payable in shares of Class C common stock, we also will be required to make a pro rata and simultaneous dividend or distribution on the Class A common stock, payable in shares of Class A common stock.

Upon our liquidation, dissolution, or winding up, and after payment in full of all amounts required to be paid to creditors, and subject to the rights of the holders of one or more outstanding series of preferred stock having liquidation preferences, the holders of shares of our Class A common stock and Class C common stock will be entitled to receive pro rata our remaining assets available for distribution.

All shares of our Class A common stock that will be outstanding at the time of the completion of the offering will be fully paid and non-assessable. The Class A common stock will not be subject to further calls or assessments by us. Holders of shares of our Class A common stock do not have preemptive, subscription, redemption or conversion rights. There will be no redemption or sinking fund provisions applicable to the Class A common stock. The rights, powers, preferences and privileges of holders of our Class A common stock will be subject to those of the holders of any shares of our preferred stock or any other series or class of stock we may authorize and issue in the future.

Class B Common Stock

Holders of shares of our Class B common stock are entitled to ten votes for each share held of record (for so long as the aggregate number of outstanding shares of our Class B common stock and Class C common stock represents at least 5% of the aggregate number of our outstanding shares of common stock, and thereafter, one vote per share) on all matters on which stockholders of ZoomInfo Technologies Inc. are entitled to vote generally, including the election or removal of directors. The holders of our Class B common stock do not have cumulative voting rights in the election of directors. The voting power afforded to Pre-IPO OpCo Unitholders and Pre-IPO HoldCo Unitholders, as applicable, by their shares of Class B common stock will be automatically and correspondingly reduced as they exchange shares of Class B common stock, together with a corresponding number of OpCo Units and HoldCo Units, as applicable, for shares of Class A common stock of ZoomInfo Technologies Inc. See “Certain Relationships and Related Person Transactions—ZoomInfo OpCo Amended and Restated Limited Liability Company Agreement” and “Certain Relationships and Related Person Transactions—ZoomInfo HoldCo Amended and Restated Limited Liability Company Agreement.”

Upon completion of the Offering Transactions, there will be OpCo Units outstanding (or OpCo Units if the underwriters exercise in full their option to purchase additional shares of Class A common stock) and HoldCo Units outstanding (or HoldCo Units if the underwriters exercise in full their option to purchase additional shares of Class A common stock). ZoomInfo Technologies Inc. will hold HoldCo Units (or HoldCo Units if the underwriters exercise in full their option to purchase additional shares of Class A common stock), ZoomInfo HoldCo will hold OpCo Units (or OpCo Units if the underwriters exercise in full their option to purchase additional shares of Class A common stock), the Pre-IPO HoldCo Unitholders will hold HoldCo Units and the Pre-IPO OpCo Unitholders will hold OpCo Units.

Holders of our Class B common stock do not have any right to receive dividends or to receive a distribution upon a liquidation, dissolution, or winding up of ZoomInfo Technologies Inc. Upon the exchange of an OpCo Unit or a HoldCo Unit (together with a share of Class B common stock), as applicable, the shares of Class B common stock will be automatically canceled with no consideration and no longer outstanding.

Shares of Class B common stock will not be transferable except for (i) transfers to us for no consideration upon which transfer such share of Class B common stock will be automatically canceled or (ii) together with the transfer of an identical number of OpCo Units or HoldCo Units made to the permitted transferee of such OpCo Units or HoldCo Units made in compliance with the applicable limited liability company agreement of ZoomInfo OpCo or ZoomInfo HoldCo.

Class C Common Stock

The shares of Class A common stock and Class C common stock will be identical in all respects, except for voting rights, certain conversion rights and transfer restrictions in respect of the shares of Class C common stock, as described below.

Holders of shares of our Class C common stock are entitled to ten votes for each share held of record (for so long as the aggregate number of outstanding shares of our Class B common stock and Class C common stock represents at least 5% of the aggregate number of our outstanding shares of common stock, and thereafter, one vote per share upon the automatic conversion of our Class C common stock into shares of Class A common stock) on all matters on which stockholders of ZoomInfo Technologies Inc. are entitled to vote generally, including the election or removal of directors. The holders of our Class C common stock do not have cumulative voting rights in the election of directors. The voting power afforded to Pre-IPO Blocker Holders by their shares of Class C common stock will be automatically and correspondingly reduced as they transfer shares of Class C common stock, which, except in certain circumstances, will automatically convert into shares of Class A common stock.

The outstanding shares of Class C common stock will be convertible at the option of the holder into shares of Class A common stock on a one-for-one basis. In addition, each share of Class C common stock will convert automatically into one share of Class A common stock upon any transfer, whether or not for value, except for certain affiliate transfers described in our amended and restated certificate of incorporation among the Sponsors, the Founders and their respective affiliates as of the date of the consummation of this offering. Each share of Class C common stock will also automatically convert into one share of Class A common stock if, on the record date for any meeting of the stockholders, the aggregate number of outstanding shares of our Class B common stock and Class C common stock is less than 5% of our outstanding shares of common stock. Once converted into Class A common stock, Class C common stock will not be reissued.

All shares of our Class C common stock that will be outstanding at the time of the completion of the offering will be fully paid and non-assessable. The Class C common stock will not be subject to further calls or assessments by us. Holders of shares of our Class C common stock do not have preemptive, subscription or redemption rights. There will be no redemption or sinking fund provisions applicable to the Class C common stock. The rights, powers, preferences and privileges of holders of our Class C common stock will be subject to those of the holders of any shares of our preferred stock or any other series or class of stock we may authorize and issue in the future.

Preferred Stock

Our amended and restated certificate of incorporation authorizes our board of directors to establish one or more series of preferred stock (including convertible preferred stock). Unless required by law or the Nasdaq, and subject to the terms of our amended and restated certificate of incorporation, the authorized shares of preferred stock will be available for issuance without further action by holders of our Class A, Class B, or Class C common stock. Our board of directors is able to determine, with respect to any series of preferred stock, the powers (including voting powers), preferences and relative, participating, optional or other special rights, and the qualifications, limitations or restrictions thereof, including, without limitation:

- the designation of the series;
- the number of shares of the series, which our board of directors may, except where otherwise provided in any preferred stock designation, increase (but not above the total number of authorized shares of the class) or decrease (but not below the number of shares then outstanding);
- whether dividends, if any, will be cumulative or non-cumulative and the dividend rate of the series;
- the dates at which dividends, if any, will be payable on shares of such series;
- the redemption rights and price or prices, if any, for shares of the series;
- the terms and amounts of any sinking fund provided for the purchase or redemption of shares of the series;
- the amounts payable on shares of the series in the event of any voluntary or involuntary liquidation, dissolution, or winding-up of our affairs or other event;
- whether the shares of the series will be convertible into shares of any other class or series, or any other security, of us or any other entity, and, if so, the specification of the other class or series or other security, the conversion price or prices or rate or rates, any rate adjustments, the date or dates as of which the shares will be convertible and all other terms and conditions upon which the conversion may be made;
- restrictions on the issuance of shares of the same series or of any other class or series of our capital stock; and

- the voting rights, if any, of the holders of the series.

We could issue a series of preferred stock that could, depending on the terms of the series, impede or discourage an acquisition attempt or other transaction that some, or a majority, of the holders of our Class A common stock might believe to be in their best interests or in which the holders of our Class A common stock might receive a premium over the market price of the shares of our Class A common stock. Additionally, the issuance of preferred stock may adversely affect the rights of holders of our Class A common stock by restricting dividends on the Class A common stock, diluting the voting power of the Class A common stock or subordinating the rights of the Class A common stock to distributions upon a liquidation, dissolution, or winding up or other event. As a result of these or other factors, the issuance of preferred stock could have an adverse impact on the market price of our Class A common stock.

Dividends

The DGCL permits a corporation to declare and pay dividends out of "surplus" or, if there is no "surplus," out of its net profits for the fiscal year in which the dividend is declared and/or the preceding fiscal year. "Surplus" is defined as the excess of the net assets of the corporation over the amount determined to be the capital of the corporation by its board of directors. The capital of the corporation is typically calculated to be (and cannot be less than) the aggregate par value of all issued shares of capital stock. Net assets equals the fair value of the total assets minus total liabilities. The DGCL also provides that dividends may not be paid out of net profits if, after the payment of the dividend, the remaining capital would be less than the capital represented by the outstanding stock of all classes having a preference upon the distribution of assets. Declaration and payment of any dividend will be subject to the discretion of our board of directors.

Annual Stockholder Meetings

Our amended and restated bylaws provide that annual stockholder meetings will be held at a date, time and place, if any, as exclusively selected by our board of directors. To the extent permitted under applicable law, we may conduct meetings solely by means of remote communications, including by webcast.

Anti-Takeover Effects of Our Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws and Certain Provisions of Delaware Law

Our amended and restated certificate of incorporation, amended and restated bylaws, and the DGCL contain provisions that are summarized in the following paragraphs and that are intended to enhance the likelihood of continuity and stability in the composition of our board of directors. These provisions are intended to avoid costly takeover battles, reduce our vulnerability to a hostile or abusive change of control and enhance the ability of our board of directors to maximize stockholder value in connection with any unsolicited offer to acquire us. However, these provisions may have an anti-takeover effect and may delay, deter or prevent a merger or acquisition of the Company by means of a tender offer, a proxy contest or other takeover attempt that a stockholder might consider in its best interest, including those attempts that might result in a premium over the prevailing market price for the shares of common stock held by stockholders.

Authorized but Unissued Capital Stock

The authorized but unissued shares of common stock and preferred stock are available for future issuance without stockholder approval, subject to any limitations imposed by the listing standards of the Nasdaq. These additional shares may be used for a variety of corporate finance transactions, acquisitions and employee benefit plans. The existence of authorized but unissued and unreserved common stock and preferred stock could make more difficult or discourage an attempt to obtain control of us by means of a proxy contest, tender offer, merger or otherwise.

Multi-Class Structure

As described above in "—Common Stock," our amended and restated certificate of incorporation provides for a multi-class common stock structure, under which each share of our Class A common stock will have one vote per share while each share of our Class B common stock and Class C common stock will have ten votes per share until such time as the aggregate number of outstanding shares of our Class B common stock and Class C common stock is less than 5% of the aggregate number of our outstanding shares of common stock. Because of this multi-class structure, certain of our stockholders will be able to control all matters submitted to our stockholders for approval, even if they own significantly less than 50% of the shares of our outstanding common stock. This concentrated control could discourage others from initiating a potential merger, takeover or other change of control transaction that other stockholders may view as beneficial.

Classified Board of Directors

Our amended and restated certificate of incorporation provides that, subject to the rights of holders of any series of preferred stock, our board of directors will be divided into three classes of directors, as nearly equal in number as possible, and with the directors serving staggered three-year terms, with only one class of directors being elected at each annual meeting of stockholders. As a result, approximately one-third of our board of directors will be elected each year. The classification of directors will have the effect of making it more difficult for stockholders to change the composition of our board of directors. Our amended and restated certificate of incorporation and amended and restated bylaws provide that, subject to any rights of holders of preferred stock to elect additional directors under specified circumstances, the number of directors will be fixed from time to time exclusively pursuant to a resolution adopted by the board of directors.

Business Combinations

We intend to opt out of Section 203 of the DGCL; however, our amended and restated certificate of incorporation will contain similar provisions providing that we may not engage in certain “business combinations” with any “interested stockholder” for a three-year period following the time that the stockholder became an interested stockholder, unless:

- prior to such time, our board of directors approved either the business combination or the transaction that resulted in the stockholder becoming an interested stockholder;

- upon consummation of the transaction that resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of our voting stock outstanding at the time the transaction commenced, excluding certain shares; or

- at or subsequent to that time, the business combination is approved by our board of directors and by the affirmative vote of holders of at least 66⅔% of our outstanding voting stock that is not owned by the interested stockholder.

Generally, a “business combination” includes a merger, asset or stock sale, or other transaction resulting in a financial benefit to the interested stockholder. Subject to certain exceptions, an “interested stockholder” is a person who, together with that person’s affiliates and associates, owns, or within the previous three years owned, 15% or more of our outstanding voting stock. For purposes of this section only, “voting stock” has the meaning given to it in Section 203 of the DGCL.

Under certain circumstances, this provision will make it more difficult for a person who would be an “interested stockholder” to effect various business combinations with us for a three-year period. This provision may encourage companies interested in acquiring us to negotiate in advance with our board of directors because the stockholder approval requirement would be avoided if our board of directors approves either the business combination or the transaction that results in the stockholder becoming an interested stockholder. These provisions also may have the effect of preventing changes in our board of directors and may make it more difficult to accomplish transactions that stockholders may otherwise deem to be in their best interests.

Our amended and restated certificate of incorporation will provide that our Sponsors and their affiliates and any of their respective direct or indirect transferees, and any group as to which such persons are a party, do not constitute “interested stockholders” for purposes of this provision.

Removal of Directors; Vacancies and Newly Created Directorships

Under the DGCL, unless otherwise provided in our amended and restated certificate of incorporation, directors serving on a classified board may be removed by the stockholders only for cause. Our amended and restated certificate of incorporation provides that the directors divided into classes may be removed with or without cause upon the affirmative vote of a majority in voting power of all outstanding shares of stock entitled to vote generally in the election of directors, voting together as a single class; provided, however, at any time when the parties to our stockholders agreement collectively beneficially own, in the aggregate, less than 50% of the voting power of all outstanding shares of our stock entitled to vote generally in the election of directors, directors may only be removed for cause, and only upon the affirmative vote of holders of at least 66⅔% of the voting power of all the then outstanding shares of stock entitled to vote generally in the election of directors, voting together as a single class. In addition, our amended and restated certificate of incorporation also provides that, subject to the rights granted to one or more series of preferred stock then outstanding or the rights granted under the stockholders agreement, any newly created directorship on the board of directors that results from an increase in the number of directors and any vacancies on our board of directors will be filled only by the affirmative vote of a majority of the remaining directors, even if less than a quorum, by a sole remaining director or by the stockholders; provided, however, at any time when the parties to our stockholders agreement collectively beneficially own, in the aggregate, less than 50% of voting power of the stock of the Company entitled to vote generally in the election of directors, any newly created directorship on the board of directors that results from an increase in the number of directors and any vacancy occurring in the board of directors may only be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director (and not by the stockholders).

No Cumulative Voting

Under Delaware law, the right to vote cumulatively does not exist unless the certificate of incorporation specifically authorizes cumulative voting. Our amended and restated certificate of incorporation does not authorize cumulative voting. Therefore, stockholders holding a majority in voting power of the shares of our stock entitled to vote generally in the election of directors will be able to elect all of our directors.

Special Stockholder Meetings

Our amended and restated certificate of incorporation provides that special meetings of our stockholders may be called at any time only by or at the direction of the board of directors, the chairman of our board or the chief executive officer; provided, however, that at any time when a Sponsor beneficially owns, in the aggregate, at least 20% in voting power of the stock entitled to vote generally in the election of directors, special meetings of our stockholders shall also be called by the board of directors or the chairman of the board of directors at the request of such Sponsor. Our amended and restated bylaws prohibit the conduct of any business at a special meeting other than as specified in the notice for such meeting. These provisions may have the effect of deterring, delaying or discouraging hostile takeovers, or changes in control or management of the Company.

Director Nominations and Stockholder Proposals

Our amended and restated bylaws establish advance notice procedures with respect to stockholder proposals and the nomination of candidates for election as directors, other than nominations made by or at the direction of the board of directors or a committee of the board of directors. In order for any matter to be “properly brought” before a meeting, a stockholder will have to comply with advance notice requirements and provide us with certain information. Generally, to be timely, a stockholder’s notice must be received at our principal executive offices not less than 90 days nor more than 120 days prior to the first anniversary date of the immediately preceding annual meeting of stockholders. Our amended and restated bylaws also specify requirements as to the form and content of a stockholder’s notice. These provisions will not apply to the parties to our stockholders agreement so long as the stockholders agreement remains in effect. Our amended and restated bylaws allow the chairman of the meeting at a meeting of the stockholders to adopt rules and regulations for the conduct of meetings which may have the effect of precluding the conduct of certain business at a meeting if the rules and regulations are not followed. These provisions may also defer, delay or discourage a potential acquirer from conducting a solicitation of proxies to elect the acquirer’s own slate of directors or otherwise attempting to influence or obtain control of the Company.

Stockholder Action by Written Consent

Pursuant to Section 228 of the DGCL, any action required to be taken at any annual or special meeting of the stockholders may be taken without a meeting, without prior notice, and without a vote if a consent or consents in writing, setting forth the action so taken, is or are signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares of our stock entitled to vote thereon were present and voted, unless our amended and restated certificate of incorporation provides otherwise. Our amended and restated certificate of incorporation does not permit our Class A common stockholders to act by consent in writing, unless such action is recommended by all directors then in office, at any time when the parties to our stockholders agreement collectively own, in the aggregate, less than 50% in voting power of our stock entitled to vote generally in the election of directors, but does permit our Class B common stockholders to act by consent in writing without requiring any such recommendation by the directors then in office.

Supermajority Provisions

Our amended and restated certificate of incorporation and amended and restated bylaws provide that the board of directors is expressly authorized to make, alter, amend, change, add to, rescind or repeal, in whole or in part, our bylaws without a stockholder vote in any matter not inconsistent with the laws of the State of Delaware or our amended and restated certificate of incorporation. At any time when the parties to our stockholders agreement collectively beneficially own, in the aggregate, less than 50% in voting power of our stock entitled to vote generally in the election of directors, any amendment, alteration, rescission or repeal of our bylaws by our stockholders requires the affirmative vote of the holders of at least 66⅔% in voting power of all the then outstanding shares of stock entitled to vote thereon, voting together as a single class.

The DGCL provides generally that the affirmative vote of a majority of the outstanding shares entitled to vote thereon, voting together as a single class, is required to amend a corporation’s certificate of incorporation, unless the certificate of incorporation requires a greater percentage. Our amended and restated certificate of incorporation provides that at any time when the parties to our stockholders agreement collectively beneficially own, in the aggregate, less than 50% in voting power of our stock entitled to vote generally in the election of directors, the following provisions in our amended and restated certificate of incorporation may be amended, altered, repealed or rescinded only by the affirmative vote of the holders of at least 66⅔% in voting power of all the then outstanding shares of our stock entitled to vote thereon, voting together as a single class:

- the provision requiring a 66⅔% supermajority vote for stockholders to amend our amended and restated bylaws;
- the provisions providing for a classified board of directors (the election and term of our directors);
- the provisions regarding resignation and removal of directors;
- the provisions regarding competition and corporate opportunities;
- the provisions regarding entering into business combinations with interested stockholders;
- the provisions regarding stockholder action by written consent;
- the provisions regarding calling special meetings of stockholders;
- the provisions regarding filling vacancies on our board of directors and newly created directorships;
- the provisions eliminating monetary damages for breaches of fiduciary duty by a director;
- the provision regarding forum selection; and
- the amendment provision requiring that the above provisions be amended only with a 66⅔% supermajority vote.

The combination of the classification of our board of directors, the lack of cumulative voting and the supermajority voting requirements will make it more difficult for our existing stockholders to replace our board of directors as well as for another party to obtain control of us by replacing our board of directors. Because our board of directors has the power to retain and discharge our officers, these provisions could also make it more difficult for existing stockholders or another party to effect a change in management.

These provisions may have the effect of deterring hostile takeovers or delaying or preventing changes in control of us or our management, such as a merger, reorganization or tender offer. These provisions are intended to enhance the likelihood of continued stability in the composition of our board of directors and its policies and to discourage certain types of transactions that may involve an actual or threatened acquisition of the Company. These provisions are designed to reduce our vulnerability to an unsolicited acquisition proposal. The provisions are also intended to discourage certain tactics that may be used in proxy fights. However, such provisions could have the effect of discouraging others from making tender offers for our shares and, as a consequence, they also may inhibit fluctuations in the market price of our shares that could result from actual or rumored takeover attempts. Such provisions may also have the effect of preventing changes in management.

Dissenters' Rights of Appraisal and Payment

Under the DGCL, with certain exceptions, our stockholders will have appraisal rights in connection with a merger or consolidation in which we are a constituent entity. Pursuant to the DGCL, stockholders who properly demand and perfect appraisal rights in connection with such merger or consolidation will have the right to receive payment of the fair value of their shares as determined by the Delaware Court of Chancery, plus interest, if any, on the amount determined to be the fair value, from the effective time of the merger or consolidation through the date of payment of the judgment.

Stockholders' Derivative Actions

Under the DGCL, any of our stockholders may bring an action in our name to procure a judgment in our favor, also known as a derivative action, provided that the stockholder bringing the action is a holder of our shares at the time of the transaction to which the action relates or such stockholder's stock thereafter devolved by operation of law. To bring such an action, the stockholder must otherwise comply with Delaware law regarding derivative actions.

Exclusive Forum

Our amended and restated certificate of incorporation provides that, unless we consent in writing to an alternative forum, the Court of Chancery of the State of Delaware will, to the fullest extent permitted by law, be the sole and exclusive forum for any (1) derivative action or proceeding brought on behalf of our Company, (2) action asserting a claim of breach of a fiduciary duty owed by any current or former director, officer, stockholder or employee of our Company to our Company or our Company's stockholders, (3) action asserting a claim arising under any provision of the DGCL, our amended and restated certificate of incorporation or our amended and restated bylaws or as to which the DGCL confers jurisdiction on the Court of Chancery of the State of Delaware, or (4) action asserting a claim governed by the internal affairs doctrine of the law of the State of Delaware. Unless we consent in writing to the selection of an alternative forum, the federal district courts of the United States of America shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Exchange Act or the Securities Act . To the fullest extent permitted by law, any person or entity purchasing or otherwise acquiring or holding any interest in shares of capital stock of our Company shall be deemed to have notice of and consented to the forum provisions in our amended and restated certificate of incorporation. However, it is possible that a court could find our forum selection provisions to be inapplicable or unenforceable.

Conflicts of Interest

Delaware law permits corporations to adopt provisions renouncing any interest or expectancy in certain opportunities that are presented to the corporation or its officers, directors or stockholders. Our amended and restated certificate of incorporation will, to the maximum extent permitted from time to time by Delaware law, renounce any interest or expectancy that we have in, or right to be offered an opportunity to participate in, specified business opportunities that are from time to time presented to our officers, directors or stockholders or their respective affiliates, other than those officers, directors, stockholders or affiliates who are our or our subsidiaries' employees. Our amended and restated certificate of incorporation provides that, to the fullest extent permitted by law, none of our Sponsors or any of their respective affiliates or any of our directors who is not employed by us (including any non-employee director who serves as one of our officers in both his or her director and officer capacities) or his or her affiliates will have any duty to refrain from (i) engaging in a corporate opportunity in the same or similar lines of business in which we or our affiliates now engage or propose to engage or (ii) otherwise competing with us or our affiliates. In addition, to the fullest extent permitted by law, in the event that our Sponsors or any non-employee director acquires knowledge of a potential transaction or other business opportunity which may be a corporate opportunity for itself, himself or herself or its, his or her affiliates or for us or our affiliates, such person will have no duty to communicate or offer such transaction or business opportunity to us or any of our affiliates and they may take any such opportunity for themselves or offer it to another person or entity. Our amended and restated certificate of incorporation will not renounce our interest in any business opportunity that is expressly offered to a non-employee director solely in his or her capacity as a director or officer of the Company. To the fullest extent permitted by law, no business opportunity will be deemed to be a potential corporate opportunity for us unless we would be permitted to undertake the opportunity under our amended and restated certificate of incorporation, we have sufficient financial resources to undertake the opportunity and the opportunity would be in line with our business.

Limitations on Liability and Indemnification of Officers and Directors

The DGCL authorizes corporations to limit or eliminate the personal liability of directors to corporations and their stockholders for monetary damages for breaches of directors' fiduciary duties, subject to certain exceptions. Our amended and restated certificate of incorporation includes a provision that eliminates the personal liability of directors for monetary damages to the corporation or its stockholders for any breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the DGCL. The effect of these provisions is to eliminate the rights of us and our stockholders, through stockholders' derivative suits on our behalf, to recover monetary damages from a director for breach of fiduciary duty as a director, including breaches resulting from grossly negligent behavior. However, exculpation does not apply to any director if the director has breached such director's duty of loyalty, acted in bad faith, knowingly or intentionally violated the law, authorized illegal dividends, redemptions or repurchases or derived an improper benefit from his or her actions as a director.

Our amended and restated bylaws generally provide that we must indemnify and advance expenses to our directors and officers to the fullest extent authorized by the DGCL. We also are expressly authorized to carry directors' and officers' liability insurance providing indemnification for our directors, officers and certain employees for some liabilities. We believe that these indemnification and advancement provisions and insurance are useful to attract and retain qualified directors and executive officers.

The limitation of liability, indemnification and advancement provisions in our amended and restated certificate of incorporation and amended and restated bylaws may discourage stockholders from bringing a lawsuit against directors for breach of their fiduciary duty. These provisions also may have the effect of reducing the likelihood of derivative litigation against directors and officers, even though such an action, if successful, might otherwise benefit us and our stockholders. In addition, your investment may be adversely affected to the extent we pay the costs of settlement and damage awards against directors and officers pursuant to these indemnification provisions.

There is currently no pending material litigation or proceeding involving any of our directors, officers or employees for which indemnification is sought.

Transfer Agent and Registrar

The transfer agent and registrar for shares of our Class A common stock will be Equiniti Trust Company.

Listing

We have applied to list our Class A common stock on the Nasdaq under the symbol "ZI." We do not anticipate listing our Class B common stock or Class C common stock on any stock market or exchange.

CERTAIN U.S. FEDERAL INCOME AND ESTATE TAX CONSEQUENCES TO NON-U.S. HOLDERS

The following is a summary of certain United States federal income and estate tax consequences of the purchase, ownership, and disposition of our Class A common stock as of the date hereof. Except where noted, this summary deals only with Class A common stock purchased in this offering that is held as a capital asset by a non-U.S. holder (as defined below).

A "non-U.S. holder" means a beneficial owner of our Class A common stock (other than an entity treated as a partnership for United States federal income tax purposes) that is not, for United States federal income tax purposes, any of the following:

- an individual citizen or resident of the United States;
- a corporation (or any other entity treated as a corporation for United States federal income tax purposes) created or organized in or under the laws of the United States, any state thereof, or the District of Columbia;
- an estate the income of which is subject to United States federal income taxation regardless of its source; or
- a trust if it (1) is subject to the primary supervision of a court within the United States and one or more United States persons have the authority to control all substantial decisions of the trust or (2) has a valid election in effect under applicable United States Treasury regulations to be treated as a United States person.

This summary is based upon provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and regulations, rulings, and judicial decisions as of the date hereof. Those authorities are subject to different interpretations and may be changed, perhaps retroactively, so as to result in United States federal income and estate tax consequences different from those summarized below. This summary does not address all aspects of United States federal income and estate taxes and does not deal with foreign, state, local, or other tax considerations that may be relevant to non-U.S. holders in light of their particular circumstances. In addition, it does not represent a detailed description of the United States federal income and estate tax consequences applicable to you if you are subject to special treatment under the United States federal income tax laws (including if you are a United States expatriate, foreign pension fund, financial institution, insurance company, tax-exempt organization, trader, broker or dealer in securities "controlled foreign corporation," "passive foreign investment company," a partnership or other pass-through entity for United States federal income tax purposes (or an investor in such a pass-through entity), a person who acquired shares of our Class A common stock as compensation or otherwise in connection with the performance of services, or a person who has acquired shares of our Class A common stock as part of a straddle, hedge, conversion transaction or other integrated investment). We cannot assure you that a change in law will not alter significantly the tax considerations that we describe in this summary.

If a partnership (or other entity treated as a partnership for United States federal income tax purposes) holds our Class A common stock, the tax treatment of a partner will generally depend upon the status of the partner and the activities of the partnership. If you are a partner of a partnership holding our Class A common stock, you should consult your tax advisors.

If you are considering the purchase of our Class A common stock, you should consult your own tax advisors concerning the particular United States federal income and estate tax consequences to you of the purchase, ownership and disposition of our Class A common stock, as well as the consequences to you arising under other United States federal tax laws and the laws of any other taxing jurisdiction.

Dividends

In the event that we make a distribution of cash or other property (other than certain pro rata distributions of our stock) in respect of our Class A common stock, the distribution generally will be treated as a dividend for United States federal income tax purposes to the extent it is paid from our current or accumulated earnings and profits, as determined under United States federal income tax principles. Any portion of a distribution that exceeds our current and accumulated earnings and profits generally will be treated first as a tax-free return of capital, causing a reduction in the adjusted tax basis of a non-U.S. holder's Class A common stock, and to the extent the amount of the distribution exceeds a non-U.S. holder's adjusted tax basis in our Class A common stock, the excess will be treated as gain from the disposition of our Class A common stock (the tax treatment of which is discussed below under "—Gain on Disposition of Class A Common Stock").

Dividends paid to a non-U.S. holder generally will be subject to withholding of United States federal income tax at a 30% rate or such lower rate as may be specified by an applicable income tax treaty. However, dividends that are effectively connected with the conduct of a trade or business by the non-U.S. holder within the United States (and, if required by an applicable income tax treaty, are attributable to a United States permanent establishment) are not subject to the withholding tax, provided certain certification and disclosure requirements are satisfied. Instead, such dividends are subject to United States federal income tax on a net income basis in the same manner as if the non-U.S. holder were a United States person as defined under the Code. Any such effectively connected dividends received by a foreign corporation may be subject to an additional "branch profits tax" at a 30% rate or such lower rate as may be specified by an applicable income tax treaty.

A non-U.S. holder who wishes to claim the benefit of an applicable treaty rate and avoid backup withholding, as discussed below, for dividends will be required (a) to provide the applicable withholding agent with a properly executed IRS Form W-BEN or Form W-8BEN-E (or other applicable form) certifying under penalty of perjury that such holder is not a United States person as defined under the Code and is eligible for treaty benefits or (b) if our Class A common stock is held through certain foreign intermediaries, to satisfy the relevant certification requirements of applicable United States Treasury regulations. Special certification and other requirements apply to certain non-U.S. holders that are pass-through entities rather than corporations or individuals.

A non-U.S. holder eligible for a reduced rate of United States federal withholding tax pursuant to an income tax treaty may obtain a refund of any excess amounts withheld by timely filing an appropriate claim for refund with the IRS.

Gain on Disposition of Class A Common Stock

Subject to the discussion of backup withholding below, any gain realized by a non-U.S. holder on the sale or other disposition of our Class A common stock generally will not be subject to United States federal income tax unless:

- the gain is effectively connected with a trade or business of the non-U.S. holder in the United States (and, if required by an applicable income tax treaty, is attributable to a United States permanent establishment of the non-U.S. holder);
- the non-U.S. holder is an individual who is present in the United States for 183 days or more in the taxable year of that disposition, and certain other conditions are met; or
- we are or have been a "United States real property holding corporation" for United States federal income tax purposes and certain other conditions are met.

A non-U.S. holder described in the first bullet point immediately above will be subject to tax on the gain derived from the sale or other disposition in the same manner as if the non-U.S. holder were a United States person as defined under the Code. In addition, if any non-U.S. holder described in the first bullet point immediately above is a foreign corporation, the gain realized by such non-U.S. holder may be subject to an additional "branch profits tax" at a 30% rate or such lower rate as may be specified by an applicable income tax treaty. An individual non-U.S. holder described in the second bullet point immediately above will be subject to a 30% (or such lower rate as may be specified by an applicable income tax treaty) tax on the gain derived from the sale or other disposition, which gain may be offset by United States source capital losses even though the individual is not considered a resident of the United States.

Generally, a corporation is a "United States real property holding corporation" if the fair market value of its United States real property interests equals or exceeds 50% of the sum of the fair market value of its worldwide real property interests and its other assets used or held for use in a trade or business (all as determined for United States federal income tax purposes). We believe we are not and do not anticipate becoming a "United States real property holding corporation" for United States federal income tax purposes.

Federal Estate Tax

Class A common stock held by an individual non-U.S. holder at the time of death will be included in such holder's gross estate for United States federal estate tax purposes, unless an applicable estate tax treaty provides otherwise.

Information Reporting and Backup Withholding

Distributions paid to a non-U.S. holder and the amount of any tax withheld with respect to such distributions generally will be reported to the IRS. Copies of the information returns reporting such distributions and any withholding may also be made available to the tax authorities in the country in which the non-U.S. holder resides under the provisions of an applicable income tax treaty.

A non-U.S. holder will not be subject to backup withholding on dividends received if such holder certifies under penalty of perjury that it is a non-U.S. holder (and the payor does not have actual knowledge or reason to know that such holder is a United States person as defined under the Code), or such holder otherwise establishes an exemption.

Information reporting and, depending on the circumstances, backup withholding will apply to the proceeds of a sale or other disposition of our Class A common stock made within the United States or conducted through certain United States-related financial intermediaries, unless the beneficial owner certifies under penalty of perjury that it is a non-U.S. holder (and the payor does not have actual knowledge or reason to know that the beneficial owner is a United States person as defined under the Code), or such owner otherwise establishes an exemption.

Backup withholding is not an additional tax and any amounts withheld under the backup withholding rules will be allowed as a refund or a credit against a non-U.S. holder's United States federal income tax liability provided the required information is timely furnished to the IRS.

Additional Withholding Requirements

Under Sections 1471 through 1474 of the Code (such Sections commonly referred to as "FATCA"), a 30% United States federal withholding tax may apply to any dividends paid on our Class A common stock paid to (i) a "foreign financial institution" (as specifically defined in the Code) which does not provide sufficient documentation, typically on IRS Form W-8BEN-E, evidencing either (x) an exemption from FATCA, or (y) its compliance (or deemed compliance) with FATCA (which may alternatively be in the form of compliance with an intergovernmental agreement with the United States) in a manner which avoids withholding, or (ii) a "non-financial foreign entity" (as specifically defined in the Code) which does not provide sufficient documentation, typically on IRS Form W-8BEN-E, evidencing either (x) an exemption from FATCA, or (y) adequate information regarding certain substantial United States beneficial owners of such entity (if any). If a dividend payment is both subject to withholding under FATCA and subject to the withholding tax discussed above under "—Dividends," the withholding under FATCA may be credited against, and therefore reduce, such other withholding tax. You should consult your own tax advisors regarding these requirements and whether they may be relevant to your ownership and disposition of our Class A common stock.

SHARES ELIGIBLE FOR FUTURE SALE

Prior to this offering, there has been no public market for shares of our Class A common stock. We cannot predict the effect, if any, future sales of shares of Class A common stock, or the availability for future sale of shares of Class A common stock, will have on the market price of shares of our Class A common stock prevailing from time to time. The sale of substantial amounts of shares of our Class A common stock in the public market, or the perception that such sales could occur, could harm the prevailing market price of shares of our Class A common stock and could impair our future ability to raise capital through the sale of our equity or equity-related securities at a time and price that we deem appropriate. See “Risk Factors—Risks Related to this Offering and Ownership of our Class A Common Stock—If we or our pre-IPO owners sell additional shares of our Class A common stock after this offering or are perceived by the public markets as intending to sell them, the market price of our Class A common stock could decline.”

Upon completion of this offering we will have a total of shares of our Class A common stock outstanding (or shares of Class A common stock if the underwriters exercise in full their option to purchase additional shares of Class A common stock). All of these shares of Class A common stock will have been sold in this offering and will be freely tradable without restriction or further registration under the Securities Act by persons other than our “affiliates.” Under the Securities Act, an “affiliate” of an issuer is a person that directly or indirectly controls, is controlled by, or is under common control with that issuer. The shares of our Class C common stock held by the Pre-IPO Blocker Holders will be “restricted securities,” as defined in Rule 144, and may not be sold absent registration under the Securities Act or compliance with Rule 144 thereunder or in reliance on another exemption from registration.

In addition, subject to certain limitations and exceptions, pursuant to the terms of the amended and restated limited liability company agreement of ZoomInfo OpCo or ZoomInfo HoldCo, holders of OpCo Units or HoldCo Units may (subject to the terms of the applicable limited liability company agreement) exchange OpCo Units or HoldCo Units (together with a corresponding number of shares of Class B common stock), as applicable, for shares of our Class A common stock on a one-for-one basis, subject to customary conversion rate adjustments for stock splits, stock dividends, and reclassifications. Pursuant to our amended and restated certificate of incorporation, at the option of the holder, a share of Class C common stock may be converted into one share of Class A common stock. In addition, each share of Class C common stock will convert automatically into one share of Class A common stock under certain circumstances, subject to certain exceptions. Upon consummation of this offering, the Pre-IPO OpCo Unitholders and the Pre-IPO HoldCo Unitholders will hold OpCo Units and HoldCo Units, respectively, all of which will be exchangeable for shares of our Class A common stock, and the Pre-IPO Blocker Holders will hold shares of Class C common stock, all of which will be convertible into shares of our Class A common stock. Any shares we issue upon exchange of OpCo Units or HoldCo Units or upon the conversion of shares of Class C common stock will be “restricted securities” as defined in Rule 144 and may not be sold in the absence of registration under the Securities Act unless an exemption from registration is available, including the exemptions contained in Rule 144. Moreover, as a result of the registration rights agreement, all or a portion of these shares may be eligible for future sale without restriction, subject to the lock-up arrangements described below. See “—Registration Rights” and “Certain Relationships and Related Person Transactions—Registration Rights Agreement.”

Subject to certain limitations and exceptions, pursuant to the terms of the amended and restated limited liability company agreement of ZoomInfo OpCo, the holders of Class P Units, which have a weighted-average per unit participation threshold (*i.e.* the strike price) of $ per Class P Unit, will be able to exchange their Class P Units into shares of our Class A common stock, as described in “Organizational Structure—Reclassification and Amendment and Restatement of Limited Liability Company Agreement of ZoomInfo OpCo” and “Certain Relationships and Related Person Transactions—ZoomInfo OpCo Amended and Restated Limited Liability Company Agreement.”

In addition, shares of Class A common stock may be granted under the 2020 Plan. We intend to file one or more registration statements on Form S-8 under the Securities Act to register shares of Class A common stock or securities convertible into or exchangeable for shares of Class A common stock issued under or covered by the 2020 Plan. Any such Form S-8 registration statements will automatically become effective upon filing. Accordingly, shares of Class A common stock registered under such registration statements will be available for sale in the open market. We expect that the initial registration statement on Form S-8 will cover shares of Class A common stock.

Our amended and restated certificate of incorporation authorizes us to issue additional shares of Class A common stock and options, rights, warrants, and appreciation rights relating to Class A common stock for the consideration and on the terms and conditions established by our board of directors in its sole discretion. In accordance with the DGCL and the provisions of our amended and restated certificate of incorporation, we may also issue preferred stock that has designations, preferences, rights, powers, and duties that are different from, and may be senior to, those applicable to shares of Class A common stock. See "Description of Capital Stock." Similarly, the amended and restated limited liability company agreements of ZoomInfo OpCo and ZoomInfo HoldCo permit ZoomInfo OpCo and ZoomInfo HoldCo, respectively, to issue an unlimited number of additional limited liability company interests of ZoomInfo OpCo or ZoomInfo HoldCo, as applicable, with designations, preferences, rights, powers, and duties that are different from, and may be senior to, those applicable to the OpCo Units or the HoldCo Units, as applicable, and which may be exchangeable for shares of our Class A common stock.

Registration Rights

We will enter into a registration rights agreement with certain of our pre-IPO owners pursuant to which we will grant them and their affiliates the right, under certain circumstances and subject to certain restrictions, to require us to register under the Securities Act shares of Class A common stock delivered in exchange for OpCo Units or HoldCo Units, as applicable, or upon the conversion of shares of Class C common stock. Following completion of this offering and assuming exchange of all OpCo Units and HoldCo Units held by the Pre-IPO OpCo Unitholders and the Pre-IPO HoldCo Unitholders, respectively, and conversion of all shares of Class C common stock held by the Pre-IPO Blocker Holders, the shares covered by registration rights would represent approximately % of our outstanding Class A common stock (or % , if the underwriters exercise in full their option to purchase additional shares). These shares also may be sold under Rule 144 under the Securities Act, depending on their holding period and subject to restrictions in the case of shares held by persons deemed to be our affiliates. See "Certain Relationships and Related Person Transactions—Registration Rights Agreement."

Lock-Up Agreements

We, our executive officers, our directors, the holders of all of our Class C common stock, the holders of substantially all of our outstanding OpCo Units, and certain holders of our HoldCo Units have agreed, subject to enumerated exceptions, that we and they will not offer, sell, contract to sell or otherwise dispose of, directly or indirectly, any shares of our Class A common stock or securities convertible into or exercisable or exchangeable for shares of our Class A common stock, including our Class B and Class C common stock, or enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of our Class A common stock, whether any of these transactions are to be settled by delivery of our Class A common stock or other securities, in cash or otherwise, or publicly disclose the intention to undertake any of the foregoing, without, in each case, the prior written consent of the majority of J.P. Morgan Securities LLC, Morgan Stanley & Co. LLC, Barclays Capital Inc., and Credit Suisse Securities (USA) LLC (based on the relative percentage of shares of our Class A common stock being underwritten by such underwriters) for a period of 180 days after the date of this prospectus. The lock-up agreements do not preclude holders of OpCo Units from exchanging such units (together with a corresponding number of shares of our Class B common stock) for shares of our Class A common stock or holders of shares of Class C common stock from converting such shares into shares of our Class A common stock, provided that shares of Class A common stock acquired in connection with any such exchanges or conversions, as applicable, will be subject to the restrictions provided for in the lock-up agreements. For a discussion of the exceptions to the lock-up agreements, see "Underwriting."

Rule 144

In general, under Rule 144, as currently in effect, a person who is not deemed to be our affiliate for purposes of Rule 144 or to have been one of our affiliates at any time during the three months preceding a sale and who has beneficially owned the shares of Class A common stock proposed to be sold for at least six months, including the holding period of any prior owner other than our affiliates, is entitled to sell those shares of Class A common stock without complying with the manner of sale, volume limitation, or notice provisions of Rule 144, subject to compliance with the public information requirements of Rule 144. If such a person has beneficially owned the shares of Class A common stock proposed to be sold for at least one year, including the holding period of any prior owner other than our affiliates, then that person is entitled to sell those shares of Class A common stock without complying with any of the requirements of Rule 144. In general, six months after the effective date of the registration statement of which this prospectus forms a part, under Rule 144, as currently in effect, our affiliates or persons selling shares of Class A common stock on behalf of our affiliates are entitled to sell, within any three-month period, a number of shares of Class A common stock that does not exceed the greater of (1) 1% of the number of shares of Class A common stock then outstanding and (2) the average weekly trading volume of the shares of Class A common stock on the Nasdaq during the four calendar weeks preceding the filing of a notice on Form 144 with respect to that sale. Sales under Rule 144 by our affiliates or persons selling shares of Class A common stock on behalf of our affiliates are also subject to certain manner of sale provisions and notice requirements and to the availability of current public information about us.

Any shares we issue upon exchange of OpCo Units or HoldCo Units or upon the conversion of shares of Class C common stock will be "restricted securities" as defined in Rule 144 and may not be sold in the absence of registration under the Securities Act unless an exemption from registration is available, including the exemptions contained in Rule 144.

UNDERWRITING

Under the terms and subject to the conditions in an underwriting agreement dated the date of this prospectus, the underwriters named below, for whom J.P. Morgan Securities LLC and Morgan Stanley & Co. LLC are acting as representatives, have severally agreed to purchase, and we have agreed to sell to them, the number of shares of Class A common stock indicated below:

Name	Number of Shares
J.P. Morgan Securities LLC	
Morgan Stanley & Co. LLC	
Barclays Capital Inc.	
Credit Suisse Securities (USA) LLC	
BofA Securities, Inc.	
Deutsche Bank Securities Inc.	
RBC Capital Markets, LLC	
UBS Securities LLC	
Wells Fargo Securities, LLC	
Canaccord Genuity LLC	
JMP Securities LLC	
Mizuho Securities USA LLC	
Piper Sandler & Co.	
Raymond James & Associates, Inc.	
Stifel, Nicolaus & Company, Incorporated	
SunTrust Robinson Humphrey, Inc.	
Total:	

The underwriters and the representatives are collectively referred to as the "underwriters" and the "representatives," respectively. The underwriters are offering the shares of Class A common stock subject to their acceptance of the shares from us and subject to prior sale. The underwriting agreement provides that the obligations of the several underwriters to pay for and accept delivery of the shares of Class A common stock offered by this prospectus are subject to the approval of certain legal matters by their counsel and to certain other conditions. The underwriters are obligated to take and pay for all of the shares of Class A common stock offered by this prospectus if any such shares are taken. However, the underwriters are not required to take or pay for the shares covered by the underwriters' over-allotment option described below. The underwriting agreement also provides that if an underwriter defaults, the purchase commitments of non-defaulting underwriters may also be increased or the offering may be terminated.

The underwriters initially propose to offer part of the shares of Class A common stock directly to the public at the offering price listed on the cover page of this prospectus and part to certain dealers at a price that represents a concession not in excess of $ per share under the public offering price. Any such dealers may resell shares to certain other brokers or dealers at a discount of up to $ per share from the public offering price. After the initial offering of the shares of Class A common stock, the offering price and other selling terms may from time to time be varied by the representatives. Sales of shares of Class A Common Stock made outside of the United States may be made by affiliates of the underwriters.

We have granted to the underwriters an option, exercisable for 30 days from the date of this prospectus, to purchase up to additional shares of Class A common stock at the public offering price listed on the cover page of this prospectus, less the underwriting discount. The underwriters may exercise this option solely for the purpose of covering over-allotments, if any, made in connection with the offering of the shares of Class A common stock offered by this prospectus. To the extent the option is exercised, each underwriter will become obligated, subject to certain conditions, to purchase about the same percentage of the additional shares of Class A common stock as the number listed next to the underwriter's name in the preceding table bears to the total number of shares of Class A common stock listed next to the names of all underwriters in the preceding table.

The following table shows the per share and total public offering price, the underwriting discount and proceeds before expenses to us. These amounts are shown assuming both no exercise and full exercise of the underwriters' option to purchase up to an additional shares of Class A common stock.

		Total	
	Per Share	**No Exercise**	**Full Exercise**
Public offering price	$	$	$
Underwriting discount to be paid by us	$	$	$
Proceeds, before expenses, to us	$	$	$

The estimated offering expenses payable by us, exclusive of the underwriting discount, are approximately $ million. We have agreed to reimburse the underwriters for expenses relating to clearance of this offering with the Financial Industry Regulatory Authority, Inc. up to $. The underwriters have agreed to reimburse us for certain expenses incurred by us in connection with this offering upon closing of the offering.

The underwriters have informed us that they do not intend sales to discretionary accounts to exceed 5% of the total number of shares of Class A common stock offered by them.

We have applied to list our shares of Class A common stock on the Nasdaq under the trading symbol "ZI."

We, our executive officers, our directors, the holders of all of our Class C common stock, the holders of substantially all of our outstanding OpCo Units, and certain holders of our HoldCo Units have agreed that, without the prior written consent of certain underwriters on behalf of the underwriters, we and they will not, during the period ending 180 days after the date of this prospectus (the "restricted period"):

- offer, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of, directly or indirectly, any shares of our Class A common stock or any securities convertible into or exercisable or exchangeable for shares of our Class A common stock, including our Class B and Class C common stock (the "securities"), whether any such transaction is to be settled by delivery of such securities, in cash or otherwise;
- enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such securities, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise; or
- in our case, publicly file any registration statement with the SEC relating to the offering of any such securities;

or, in each case, publicly disclose the intention to undertake any of the foregoing. In addition, each such person agrees that, without the prior written consent of certain underwriters on behalf of the underwriters, such other person will not, during the restricted period, make any demand for, or exercise any right with respect to, the registration of any such securities.

The restrictions described in the immediately preceding paragraph are subject to certain exceptions , including customary exceptions related to open-market transactions in our Class A common stock, issuances or transfers in connection with incentive plans, establishment of Rule 10b5-1 plans, exchanges of OpCo Units and corresponding number of shares of Class B common stock for shares of Class A common stock and conversions of shares of Class C common stock into shares of Class A common stock .

The representatives, in their sole discretion, may release the securities subject to the lock-up agreements described above in whole or in part at any time.

In order to facilitate the offering of the Class A common stock, the underwriters may engage in transactions that stabilize, maintain, or otherwise affect the price of the Class A common stock. Specifically, the underwriters may sell more shares than they are obligated to purchase under the underwriting agreement, creating a short position. A short sale is covered if the short position is no greater than the number of shares available for purchase by the underwriters under the over-allotment option. The underwriters can close out a covered short sale by exercising the over-allotment option or purchasing shares in the open market. In determining the source of shares to close out a covered short sale, the underwriters will consider, among other things, the open-market price of shares compared to the price available under the over-allotment option. The underwriters may also sell shares in excess of the over-allotment option, creating a naked short position. The underwriters must close out any naked short position by purchasing shares in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of the Class A common stock in the open market after pricing that could adversely affect investors who purchase shares in this offering. As an additional means of facilitating this offering, the underwriters may bid for, and purchase, shares of Class A common stock in the open market to stabilize the price of the Class A common stock. The underwriters have advised us that, pursuant to Regulation M of the Securities Act, they may also engage in other activities that stabilize, maintain or otherwise affect the price of the Class A common stock, including the imposition of penalty bids. This means that if the representatives purchase common stock in the open market in stabilizing transactions or to cover short sales, the representatives can require the underwriters that sold those shares as part of this offering to repay the underwriting discount received by them. These activities may raise or maintain the market price of the Class A common stock above independent market levels or prevent or retard a decline in the market price of the Class A common stock. The underwriters are not required to engage in these activities and may end any of these activities at any time. The underwriters may carry out these transactions on the Nasdaq, in the over-the-counter market, or otherwise.

We and the underwriters have agreed to indemnify each other against certain liabilities, including liabilities under the Securities Act, or to contribute to payments that may be required to be made in respect of those liabilities.

In connection with the offering, certain of the underwriters or securities dealers may distribute prospectuses by electronic means, such as e-mail. A prospectus in electronic format may be made available on websites maintained by one or more underwriters or selling group members, if any, participating in this offering. The representatives may agree to allocate a number of shares of Class A common stock to underwriters and selling group members, if any, for sale to their online brokerage account holders. Internet distributions will be allocated by the representatives to underwriters and selling group members, if any, that may make internet distributions on the same basis as other allocations.

The underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing, and brokerage activities. Certain of the underwriters and their respective affiliates have, from time to time, performed, and may in the future perform, various financial advisory and investment banking services for us or our respective affiliates, for which they received or will receive customary fees, commissions, and expenses. Certain of the underwriters or their respective affiliates are lenders under our first lien credit facilities, and an affiliate of Morgan Stanley & Co. LLC acts as administrative agent and collateral agent under each of our secured credit facilities. In addition, certain of the underwriters or their respective affiliates are, and from time to time may be, our customers.

In addition, in the ordinary course of their various business activities, the underwriters and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve our securities and instruments. The underwriters and their respective affiliates may also make investment recommendations or publish or express independent research views in respect of such securities or instruments and may at any time hold, or recommend to clients that they acquire, long or short positions in such securities and instruments.

Pricing of the Offering

Prior to this offering, there has been no public market for our Class A common stock. The initial public offering price was determined by negotiations between us and the representatives. Among the factors considered in determining the initial public offering price were our future prospects and those of our industry in general, our sales, earnings, and certain other financial and operating information in recent periods, and the price-earnings ratios, price-sales ratios, market prices of securities, and certain financial and operating information of companies engaged in activities similar to ours.

Neither we nor the underwriters can assure investors that an active trading market will develop for our Class A common stock, or that the shares of Class A Common Stock will trade in the public market at or above the initial public offering price.

Selling Restrictions

Other than in the United States, no action has been taken by us or the underwriters that would permit a public offering of the shares of Class A common stock offered by this prospectus in any jurisdiction where action for that purpose is required. The shares of Class A common stock offered by this prospectus may not be offered or sold, directly or indirectly, nor may this prospectus or any other offering material or advertisements in connection with the offer and sale of any such shares be distributed or published in any jurisdiction, except under circumstances that will result in compliance with the applicable rules and regulations of that jurisdiction. Persons into whose possession this prospectus comes are advised to inform themselves about and to observe any restrictions relating to the offering and the distribution of this prospectus. This prospectus does not constitute an offer to sell or a solicitation of an offer to buy any shares of Class A common stock offered by this prospectus in any jurisdiction in which such an offer or a solicitation is unlawful.

Canada

The shares of our Class A common stock may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 *Prospectus Exemptions* or subsection 73.3(1) of the *Securities Act* (Ontario), and are permitted clients, as defined in National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations*. Any resale of the shares of our Class A common stock must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this prospectus (including any amendment thereto) contains a misrepresentation; provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser’s province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser’s province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 of National Instrument 33-105 *Underwriting Conflicts* (NI 33-105), the underwriters are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

European Economic Area and United Kingdom

In relation to each Member State of the European Economic Area and the United Kingdom (each a “Relevant State”), no offer to the public of any shares of our Class A common stock may be made in that Member State, except that an offer to the public in that Relevant State of any shares of our Class A common stock may be made at any time under the following exemptions under the Prospectus Directive:

(a) to any legal entity which is a qualified investor as defined in the Prospectus Directive;

(b) to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive), as permitted under the Prospectus Directive, subject to obtaining the prior consent of the representatives for any such offer; or

(c) in any other circumstances falling within Article 3(2) of the Prospectus Directive;

provided that no such offer of shares of our Class A common stock shall result in a requirement for the publication by us or any underwriter of a prospectus pursuant to Article 3 of the Prospectus Directive, or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

Each person located in a Relevant State to whom any offer of shares of Class A Common Stock is made or who receives any communication in respect of an offer of shares of Class A Common Stock, or who initially acquires any shares of Class A Common Stock, will be deemed to have represented, warranted, acknowledged and agreed to and with us and each underwriter that (1) it is a "qualified investor" within the meaning of the law in that Relevant State implementing Article 2(1)(e) of the Prospectus Directive; and (2) in the case of any shares of Class A Common Stock acquired by it as a financial intermediary as that term is used in Article 3(2) of the Prospectus Directive, the shares of Class A Common Stock acquired by it in the offer have not been acquired on behalf of, nor have they been acquired with a view to their offer or resale to, persons in any Relevant State other than qualified investors, as that term is defined in the Prospectus Directive, or in circumstances in which the prior consent of the representatives has been given to the offer or resale, or where shares of Class A Common Stock have been acquired by it on behalf of persons in any Relevant State other than qualified investors, the offer of those shares of Class A Common Stock to it is not treated under the Prospectus Directive as having been made to such persons.

We, the underwriters and our and their respective affiliates will rely upon the truth and accuracy of the foregoing representations, acknowledgments and agreements.

This prospectus has been prepared on the basis that any offer of shares of Class A Common Stock in any Relevant State will be made pursuant to an exemption under the Prospectus Directive from the requirement to publish a prospectus for offers of shares of Class A Common Stock. Accordingly, any person making or intending to make an offer in that Relevant State of shares of Class A Common Stock which are the subject of the offering contemplated in this prospectus may only do so in circumstances in which no obligation arises for us or any of underwriter to publish a prospectus pursuant to Article 3 of the Prospectus Directive in relation to such offer. Neither we nor the underwriters have authorized, nor do they authorize, the making of any offer of shares of Class A Common Stock in circumstances in which an obligation arises for us or the underwriters to publish a prospectus for such offer.

For the purposes of this provision: (i) the expression an "offer to the public" in relation to any shares of our Class A common stock in any Relevant State means the communication in any form and by any means of sufficient information on the terms of the offer and any shares of our Class A common stock to be offered so as to enable an investor to decide to purchase any shares of our Class A common stock, as the same may be varied in that Relevant State by any measure implementing the Prospectus Directive in that Relevant State; and (ii) the expression "Prospectus Directive" means Prospectus Regulation (EU) 2017/1129 (as amended) and includes any relevant implementing measure in each Relevant State.

United Kingdom

Each underwriter has represented and agreed that:

(a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (the "FSMA")) received by it in connection with the issue or sale of the shares of our Class A common stock in circumstances in which Section 21(1) of the FSMA does not apply to us; and

(b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the shares of our Class A common stock in, from or otherwise involving the United Kingdom.

Switzerland

We have not and will not register with the Swiss Financial Market Supervisory Authority ("FINMA") as a foreign collective investment scheme pursuant to Article 119 of the Federal Act on Collective Investment Scheme of 23 June 2006, as amended ("CISA") and accordingly, the shares of Class A Common Stock being offered pursuant to this prospectus have not and will not be approved, and may not be licensable, with FINMA. Therefore, the shares of Class A Common Stock have not been authorized for distribution by FINMA as a foreign collective investment scheme pursuant to Article 119 CISA and the shares of Class A Common Stock offered hereby may not be offered to the public (as this term is defined in Article 3 CISA) in or from Switzerland. The shares of Class A Common Stock may solely be offered to “qualified investors,” as this term is defined in Article 10 CISA, and in the circumstances set out in Article 3 of the Ordinance on Collective Investment Scheme of 22 November 2006, as amended (“CISO”), such that there is no public offer. Investors, however, do not benefit from protection under CISA or CISO or supervision by FINMA. This prospectus and any other materials relating to the securities are strictly personal and confidential to each offeree and do not constitute an offer to any other person. This prospectus may only be used by those qualified investors to whom it has been handed out in connection with the offer described herein and may neither directly or indirectly be distributed or made available to any person or entity other than its recipients. It may not be used in connection with any other offer and shall in particular not be copied or distributed to the public in Switzerland or from Switzerland. This prospectus does not constitute an issue prospectus as that term is understood pursuant to Article 652a or 1156 of the Swiss Federal Code of Obligations. We have not applied for a listing of the shares of Class A Common Stock on the SIX Swiss Exchange or any other regulated securities market in Switzerland, and consequently, the information presented in this prospectus does not necessarily comply with the information standards set out in the listing rules of the SIX Swiss Exchange and corresponding prospectus schemes annexed to the listing rules of the SIX Swiss Exchange.

Dubai International Financial Centre

This prospectus relates to an “Exempt Offer” in accordance with the Offered Securities Rules of the Dubai Financial Services Authority (the “DFSA”). This prospectus is intended for distribution only to persons of a type specified in the Offered Securities Rules of the DFSA. It must not be delivered to, or relied on by, any other person. The DFSA has no responsibility for reviewing or verifying any documents in connection with Exempt Offers. The DFSA has not approved this prospectus nor taken steps to verify the information set forth herein and has no responsibility for the prospectus. The Class A common stock to which this prospectus relates may be illiquid or subject to restrictions on its resale. Prospective purchasers of the Class A common stock offered should conduct their own due diligence on the Class A common stock. If you do not understand the contents of this prospectus you should consult an authorized financial advisor.

Hong Kong

Shares of our Class A common stock may not be offered or sold by means of any document other than (i) in circumstances which do not constitute an offer to the public within the meaning of the Companies Ordinance (Cap.32, Laws of Hong Kong), (ii) to “professional investors” within the meaning of the Securities and Futures Ordinance (Cap.571, Laws of Hong Kong) and any rules made thereunder or (iii) in other circumstances that do not result in the document being a “prospectus” within the meaning of the Companies Ordinance (Cap.32, Laws of Hong Kong), and no advertisement, invitation, or document relating to shares of our Class A common stock may be issued or may be in the possession of any person for the purpose of issue (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the laws of Hong Kong) other than with respect to shares of our Class A common stock that are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” within the meaning of the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong) and any rules made thereunder.

Singapore

This prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the shares of our Class A common stock may not be circulated or distributed, nor may the shares of our Class A common stock be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the “SFA”), (ii) to a relevant person pursuant to Section 275(1), or any person pursuant to Section 275(1A), and in accordance with the conditions specified in Section 275, of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the shares of our Class A common stock are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

(a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or

(b) a trust (where the trustee is not an accredited investor) the sole purpose of which is to hold investments and each beneficiary of the trust is an individual who is an accredited investor;

securities (as defined in Section 239(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the shares of our Class A common stock pursuant to an offer made under Section 275 of the SFA except:

(1) to an institutional investor or to a relevant person defined in Section 275(2) of the SFA, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;

(2) where no consideration is or will be given for the transfer;

(3) where the transfer is by operation of law;

(4) as specified in Section 276(7) of the SFA; or

(5) as specified in Regulation 32 of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 of Singapore.

Singapore SFA Product Classification - In connection with Section 309B of the SFA and the CMP Regulations 2018, unless otherwise specified before an offer of shares of our Class A common stock, we have determined, and hereby notify, all relevant persons (as defined in Section 309A(1) of the SFA), that shares of our Class A common stock are "prescribed capital markets products" (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

Japan

No registration pursuant to Article 4, paragraph 1 of the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948, as amended) (the "FIEL") has been made or will be made with respect to the solicitation of the application for the acquisition of the shares of Class A common stock.

Accordingly, the shares of Class A common stock have not been, directly or indirectly, offered or sold and will not be, directly or indirectly, offered or sold in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan) or to others for re-offering or re-sale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan except pursuant to an exemption from the registration requirements, and otherwise in compliance with, the FIEL and the other applicable laws and regulations of Japan.

For Qualified Institutional Investors ("QII")

Please note that the solicitation for newly issued or secondary securities (each as described in Paragraph 2, Article 4 of the FIEL) in relation to the shares of Class A common stock constitutes either a "QII only private placement" or a "QII only secondary distribution" (each as described in Paragraph 1, Article 23-13 of the FIEL). Disclosure regarding any such solicitation, as is otherwise prescribed in Paragraph 1, Article 4 of the FIEL, has not been made in relation to the shares of Class A common stock. The shares of Class A common stock may only be transferred to QIIs.

For Non-QII Investors

Please note that the solicitation for newly issued or secondary securities (each as described in Paragraph 2, Article 4 of the FIEL) in relation to the shares of Class A common stock constitutes either a "small number private placement" or a “small number private secondary distribution” (each as is described in Paragraph 4, Article 23-13 of the FIEL). Disclosure regarding any such solicitation, as is otherwise prescribed in Paragraph 1, Article 4 of the FIEL, has not been made in relation to the shares of Class A common stock. The shares of Class A common stock may only be transferred *en bloc* without subdivision to a single investor.

Australia

No placement document, prospectus, product disclosure statement or other disclosure document has been lodged with the Australian Securities and Investments Commission in relation to the offering. This prospectus does not constitute a prospectus, product disclosure statement or other disclosure document under the Corporations Act 2001 (the “Corporations Act”), and does not purport to include the information required for a prospectus, product disclosure statement or other disclosure document under the Corporations Act.

Any offer in Australia of the shares of Class A Common Stock may only be made to persons (“Exempt Investors”) who are “sophisticated investors” (within the meaning of section 708(8) of the Corporations Act), “professional investors” (within the meaning of section 708(11) of the Corporations Act) or otherwise pursuant to one or more exemptions contained in section 708 of the Corporations Act so that it is lawful to offer the shares of Class A Common Stock without disclosure to investors under Chapter 6D of the Corporations Act.

The shares of Class A Common Stock applied for by Exempt Investors in Australia must not be offered for sale in Australia in the period of 12 months after the date of allotment under the offering, except in circumstances where disclosure to investors under Chapter 6D of the Corporations Act would not be required pursuant to an exemption under section 708 of the Corporations Act or otherwise or where the offer is pursuant to a disclosure document that complies with Chapter 6D of the Corporations Act. Any person acquiring shares of Class A Common Stock must observe such Australian on-sale restrictions.

This prospectus contains general information only and does not take into account the investment objectives, financial situation or particular needs of any particular person. It does not contain any securities recommendations or financial product advice. Before making an investment decision, investors need to consider whether the information in this prospectus is appropriate for their needs, objectives and circumstances, and, if necessary, seek expert advice on those matters.

LEGAL MATTERS

The validity of the shares of Class A common stock will be passed upon for us by Simpson Thacher & Bartlett LLP, New York, New York. Certain legal matters in connection with this offering will be passed upon for the underwriters by Latham & Watkins LLP, New York, New York.

EXPERTS

The balance sheets of ZoomInfo Technologies Inc. as of December 31, 2019 and November 14, 2019 and the consolidated financial statements of DiscoverOrg Holdings, LLC as of December 31, 2019 and 2018 and for the years then ended have been included herein and in the registration statement in reliance upon the reports of KPMG LLP, independent registered public accounting firm, appearing elsewhere herein, and upon the authority of said firm as experts in accounting and auditing. The audit report covering the December 31, 2019 consolidated financial statements of DiscoverOrg Holdings, LLC refers to a change in the method of accounting for leases due to the adoption of Accounting Standards Codification Topic 842, *Leases*.

The consolidated financial statements of Zoom Information, Inc. and Subsidiaries as of January 31, 2019 and December 31, 2018 and for the period from January 1, 2019 through January 31, 2019 and the year ended December 31, 2018 have been audited by RSM US LLP, independent auditors, as stated in their report thereon, and are included in this prospectus and registration statement in reliance upon such report and upon the authority of such firm as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement on Form S-1 under the Securities Act with respect to the shares of Class A common stock offered by this prospectus. This prospectus, filed as part of the registration statement, does not contain all of the information set forth in the registration statement and its exhibits and schedules, portions of which have been omitted as permitted by the rules and regulations of the SEC. For further information about us and shares of our Class A common stock, we refer you to the registration statement and to its exhibits and schedules. Statements in this prospectus about the contents of any contract, agreement, or other document are not necessarily complete and in each instance we refer you to the copy or form of such contract, agreement, or document filed as an exhibit to the registration statement. You may inspect these reports and other information without charge at a website maintained by the SEC. The address of this site is *http://www.sec.gov.*

We maintain an internet site at *http://www.zoominfo.com*. The information on, or accessible from, our website is not part of this prospectus by reference or otherwise.

Upon completion of this offering, we will become subject to the informational requirements of the Exchange Act and will be required to file reports and other information with the SEC. You will be able to inspect copies of these materials without charge at the SEC's website. We intend to make available to our Class A common stockholders annual reports containing consolidated financial statements audited by an independent registered public accounting firm.

INDEX TO FINANCIAL STATEMENTS

Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors
ZoomInfo Technologies Inc.:

Opinion on the Financial Statements

We have audited the accompanying balance sheets of ZoomInfo Technologies Inc. (the Company) as of December 31, 2019 and November 14, 2019, and the related notes (collectively, the financial statements). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2019 and November 14, 2019, in conformity with U.S. generally accepted accounting principles.

Basis for Opinion

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

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

/s/ KPMG LLP

We have served as the Company's auditor since 2019.

Portland, Oregon
February 26, 2020

ZoomInfo Technologies Inc.

Balance Sheet

($ in dollars)

	December 31, 2019	November 14, 2019
Assets		
Cash	$ 1	$ 1
Total Assets	$ 1	$ 1
Stockholder's Equity		
Class A Common Stock, par value $0.01 per share, 1,000 shares authorized, none issued and outstanding	$ —	$ —
Class B Common Stock, par value $0.01 per share, 1,000 shares authorized, 100 issued and outstanding	$ 1	$ 1
Total Stockholder's Equity	$ 1	$ 1

Note 1 - Organization

ZoomInfo Technologies Inc. (the “Corporation”) was organized as a Delaware corporation on November 14, 2019. The Corporation’s fiscal year end is December 31. Pursuant to a reorganization into a holding corporation structure, the Corporation will become a holding corporation, and its sole asset is expected to be an equity interest in DiscoverOrg Holdings, LLC.

The Corporation will be the managing member of DiscoverOrg Holdings, LLC and will operate and control all of the businesses and affairs of DiscoverOrg Holdings, LLC and, through DiscoverOrg Holdings, LLC and its subsidiaries, continue to conduct the business now conducted by these entities.

Note 2 - Summary of Significant Accounting Policies

Basis of Accounting

The Balance Sheet has been prepared in accordance with generally accepted accounting principles in the United States (“U.S. GAAP”). Separate statements of operations, changes in stockholders’ equity and cash flows have not been presented in the financial statements because there have been no activities in this entity or because the single transaction is fully disclosed below.

Note 3 - Stockholder’s Equity

The Corporation is authorized to issue 1,000 shares of Class A Common Stock, par value $0.01 per share (“Class A Common Stock”), and 1,000 shares of class B common stock, par value $0.01 per share (“Class B Common Stock”). Under the corporation’s certificate of incorporation in effect as of November 14, 2019, all shares of Class A Common Stock and Class B Common Stock are identical. In exchange for $1.00, the Corporation has issued 100 shares of Class B common stock, all of which were held by DiscoverOrg Holdings, LLC as of December 31, 2019.

Note 4 - Subsequent Events

Events and transactions occurring through the date of issuance of the financial statements have been evaluated by management and, when appropriate, recognized or disclosed in the financial statements or notes to the consolidated financial statements.

ZoomInfo Technologies Inc.

Balance Sheet

($ in dollars)

	March 31, 2020	December 31, 2019
	(unaudited)	
Assets		
Cash	$ 1	$ 1
Total Assets	$ 1	$ 1
Stockholder's Equity		
Class A Common Stock, par value $0.01 per share, 1,000 shares authorized, none issued and outstanding	$ —	$ —
Class B Common Stock, par value $0.01 per share, 1,000 shares authorized, 100 issued and outstanding	$ 1	$ 1
Total Stockholder's Equity	$ 1	$ 1

Note 1 - Organization

ZoomInfo Technologies Inc. (the “Corporation”) was organized as a Delaware corporation on November 14, 2019 . The Corporation’s fiscal year end is December 31. Pursuant to a reorganization into a holding corporation structure, the Corporation will become a holding corporation, and its sole asset is expected to be an equity interest in DiscoverOrg Holdings, LLC .

The Corporation will be the managing member of DiscoverOrg Holdings, LLC and will operate and control all of the businesses and affairs of DiscoverOrg Holdings, LLC and, through DiscoverOrg Holdings, LLC and its subsidiaries, continue to conduct the business now conducted by these entities.

Note 2 - Summary of Significant Accounting Policies

Basis of Accounting

The Balance Sheet has been prepared in accordance with generally accepted accounting principles in the United States (“U.S. GAAP”). Separate statements of operations, changes in stockholders’ equity and cash flows have not been presented in the financial statements because there have been no activities in this entity or because the single transaction is fully disclosed below.

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Note 4 - Subsequent Events

Events and transactions occurring through the date of issuance of the financial statements have been evaluated by management and, when appropriate, recognized or disclosed in the financial statements or notes to the consolidated financial statements.

Report of Independent Registered Public Accounting Firm

To the Members and Board of Directors
DiscoverOrg Holdings, LLC:

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of DiscoverOrg Holdings, LLC and subsidiaries (the Company) as of December 31, 2019 and 2018, the related consolidated statements of operations, comprehensive loss, changes in members' deficit, and cash flows for the years then ended, and the related notes (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2019 and 2018, and the results of its operations and its cash flows for the years then ended, in conformity with U.S. generally accepted accounting principles.

Change in Accounting Principle

As discussed in Note 2 to the consolidated financial statements, the Company has changed its method of accounting for leases as of January 1, 2019 due to the adoption of Accounting Standards Codification Topic 842, *Leases.*

Basis for Opinion

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

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

/s/ KPMG LLP

We have served as the Company's auditor since 2019.

Portland, Oregon
February 26, 2020

DiscoverOrg Holdings, LLC

Consolidated Balance Sheets

($ in millions)

	December 31, 2019	December 31, 2018
Assets		
Current assets:		
Cash and cash equivalents	$ 41.4	$ 9.0
Restricted cash	1.1	—
Accounts receivable	86.9	31.0
Prepaid expenses and other current assets	8.3	2.9
Deferred costs	6.6	1.8
Income tax receivable	3.9	0.1
Related party receivable	—	0.2
Total current assets	148.2	45.0
Property and equipment, net	23.3	9.6
Operating lease right-of-use assets, net	36.8	—
Other assets:		
Intangible assets, net	370.6	88.7
Goodwill	966.8	445.7
Deferred costs, net of current portion	16.2	2.0
Total assets	1,561.9	591.0
Liabilities, Series A Preferred Units, and Members' Deficit		
Current liabilities:		
Accounts payable	7.9	1.9
Accrued expenses and other current liabilities	62.2	9.5
Unearned revenue, current portion	157.7	52.2
Income taxes payable	0.5	0.1
Related party payable	0.7	—
Current portion of operating lease liabilities	4.0	—
Current portion of long-term debt	8.7	1.9
Total current liabilities	241.7	65.6
Unearned revenue, net of current portion	1.4	0.3
Operating lease liabilities, net of current portion	40.7	—
Long-term debt, net of current portion	1,194.6	631.8
Deferred tax liabilities	82.8	10.2
Other long-term liabilities	14.3	2.2
Total liabilities	1,575.5	710.1
Series A Preferred Units	200.2	—
Commitments and contingencies		
Members’ deficit:		
Members' equity (deficit)	(207.8)	(119.1)
Accumulated other comprehensive income (loss)	(6.0)	—
Total equity (deficit)	(213.8)	(119.1)
Total liabilities, Series A Preferred Units, and Members' Deficit	$ 1,561.9	$ 591.0

DiscoverOrg Holdings, LLC

Consolidated Statements of Operations

($ in millions)

	Year Ended December 31,	
	2019	**2018**
Revenue	$ 293.3	$ 144.3
Cost of service:		
Cost of service(1)	43.6	30.1
Amortization of acquired technology	25.0	7.7
Gross profit	224.7	106.5
Operating expenses:		
Sales and marketing(1)	90.2	42.4
Research and development(1)	30.1	6.1
General and administrative(1)	35.1	20.8
Amortization of other acquired intangibles	17.6	7.0
Restructuring and transaction-related expenses	15.6	3.6
Total operating expenses	188.6	79.9
Income from operations	36.1	26.6
Interest expense, net	102.4	58.2
Loss on debt extinguishment	18.2	—
Other (income) expense, net	—	(0.1)
Income (loss) before income taxes	(84.5)	(31.5)
Benefit from income taxes	6.5	2.9
Net income (loss)	$ (78.0)	$ (28.6)

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

Cost of service	$ 4.0	$ 8.3
Sales and marketing	11.2	15.8
Research and development	4.7	1.1
General and administrative	5.2	7.5
Total equity-based compensation expense	$ 25.1	$ 32.7

DiscoverOrg Holdings, LLC

Consolidated Statements of Comprehensive Loss

($ in millions)

	Year Ended December 31,	
	2019	**2018**
Net loss	$ (78.0)	$ (28.6)
Other comprehensive loss:		
Change in unrealized loss on interest rate swaps	(6.0)	
Total other comprehensive income (loss)	(6.0)	—
Comprehensive income (loss)	$ (84.0)	$ (28.6)

DiscoverOrg Holdings, LLC

Consolidated Statements of Changes in Members' Deficit

($ in millions)

	Members' Deficit	Accumulated Other Comprehensive Loss	Total Members' Deficit
Balance, December 31, 2017	$ (29.8)	$ —	$ (29.8)
Member distributions	(93.4)	—	(93.4)
Equity-based compensation	32.7	—	32.7
Net income (loss)	(28.6)	—	(28.6)
Balance, December 31, 2018	(119.1)	—	(119.1)
Net income (loss)	(78.0)	—	(78.0)
Equity-based compensation	25.1	—	25.1
Member distributions	(16.5)	—	(16.5)
Cash paid for unit repurchases	(11.9)	—	(11.9)
Accrued unit repurchases	(5.6)	—	(5.6)
Impact of adoption of new accounting standard (ASC 842)	(1.8)	—	(1.8)
Other comprehensive income (loss)	—	(6.0)	(6.0)
Balance, December 31, 2019	$ (207.8)	$ (6.0)	$ (213.8)

DiscoverOrg Holdings, LLC

Consolidated Statements of Cash Flows

($ in millions)

	Year Ended December 31,	
	2019	**2018**
Cash flows from operating activities:		
Net loss	$ (78.0)	$ (28.6)
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:		
Depreciation and amortization	48.7	17.3
Amortization of debt discounts and issuance costs	4.9	1.8
Amortization of deferred commissions costs	9.2	1.5
Asset impairments	1.1	—
Loss on early extinguishment of debt	9.4	—
Deferred consideration valuation adjustments	1.8	—
Equity-based compensation expense	25.1	32.7
Deferred income taxes	(7.2)	(3.0)
Paid-in-kind (PIK) accrued interest	—	16.4
Provision for bad debt expense	0.8	0.6
Changes in operating assets and liabilities, net of acquisitions:		
Accounts receivable	(34.5)	(8.9)
Prepaid expenses and other current assets	(3.2)	0.6
Deferred costs and other assets	(27.8)	(3.3)
Income tax receivable	(1.9)	1.9
Related party receivable	0.8	0.3
Accounts payable	5.1	(0.3)
Accrued expenses and other liabilities	18.2	(0.2)
Unearned revenue	71.9	15.0
Net cash provided by (used in) operating activities	44.4	43.8
Cash flows from investing activities:		
Purchases of property and equipment and other assets	(13.6)	(4.6)
Cash paid for acquisitions, net of cash acquired	(723.1)	(8.5)
Net cash provided by (used in) investing activities	(736.7)	(13.1)
Cash flows from financing activities:		
Payments on long-term debt	(649.8)	(3.7)
Proceeds from long-term debt	1,220.8	67.3
Payments of debt issuance costs	(16.7)	(0.1)
Repurchase outstanding equity / member units	(11.9)	—
Proceeds from preferred unit offering, net of transaction costs	200.2	—
Payments of deferred consideration	(0.3)	—
Distributions to members	(16.5)	(93.4)
Net cash provided by (used in) financing activities	725.8	(29.9)
Net increase (decrease) in cash, cash equivalents, and restricted cash	33.5	0.8
Cash, cash equivalents, and restricted cash at beginning of year	9.0	8.2
Cash, cash equivalents, and restricted cash at end of year	$ 42.5	$ 9.0
Supplemental disclosures of cash flow information		
Interest paid in cash:	$ 95.0	$ 40.2
Supplemental disclosures of non-cash investing and financing activities:		
Deferred and variable consideration from acquisition of a business	$ 33.4	$ 1.1
Accrued unit repurchases	$ 5.6	$ —

Note 1 - Organization

DiscoverOrg Holdings, LLC (together with its subsidiaries, “DiscoverOrg” or the “Company”) provides a go-to-market intelligence platform for sales and marketing teams. The Company’s cloud-based platform provides accurate and comprehensive intelligence on organizations and professionals in order 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 are located in Vancouver, Washington, with operations in seven offices throughout the United States (“U.S.”) and one office in Israel.

The Company began operations in 2007 through a predecessor entity then called DiscoverOrg LLC and was incorporated in Delaware in 2014 as a limited liability company. The Company is comprised of two limited liability companies that are treated as partnerships for tax purposes, eleven limited liability companies that are single member entities and disregarded for tax purposes, two corporations, and one foreign entity. Members' liability is limited pursuant to the Delaware Limited Liability Company Act.

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

Basis of Presentation

The consolidated financial statements have been prepared in accordance with generally accepted accounting principles in the United States (“GAAP”). The consolidated financial statements include the results of DiscoverOrg Holdings, LLC and its wholly owned subsidiaries. All intercompany balances and transactions have been eliminated in consolidation.

Use of Estimates

The preparation of consolidated financial statements in conformity with GAAP requires management to make certain estimates, judgments, and assumptions that effect 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. These estimates relate to, but are not limited to, revenue recognition, allowance for doubtful accounts, contingencies, valuation and useful lives of long-lived assets, fair value of tangible and intangible assets acquired in a business combination, equity-based compensation and income taxes, among other things. Management bases these estimates on historical and anticipated results, trends, and other assumptions with respect to future events that we believe are reasonable and evaluate the Company’s estimates on an ongoing basis. Given that estimates and judgments are required, actual results may differ and such differences could be material to the consolidated financial position and results of operations.

Revenue Recognition

The Company derives revenue primarily from subscription services. Subscription services consist of SaaS applications and related access to the Company’s databases. Subscription contracts are generally based on the number of users that access the applications, the level of functionality, and the number of datasets or records made available. Subscription contracts typically have a term of one to three years and are non-cancellable. Subscription contracts generally represent a single performance obligation and are recognized on a ratable basis over the subscription term. Services are typically billed quarterly or annually in advance of delivery.

The Company adopted Financial Accounting Standards Board (“FASB”) Accounting Standards Codification (“ASC”) Topic 606, *Revenue from Contracts with Customers* (“Topic 606”), effective January 1, 2018, using the full retrospective method of adoption as if the adoption occurred on January 1, 2017. As such, the consolidated financial statements present revenue in accordance with Topic 606 for all the periods presented.

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

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

(1) identify the contract with a customer;

(2) identify the performance obligations in the contract;

(3) determine the transaction price;

(4) allocate the transaction price; and

(5) recognize revenue when or as the Company satisfies a performance obligation.

The Company recognizes revenue for subscription contracts on a ratable basis over the contract term, beginning on the date that the service is made available to the customer. Unearned revenue results from revenue amounts billed to customers in advance or cash received from customers in advance of the satisfaction of performance obligations. At times, the Company may adjust billing under a contract based on the addition of services or other circumstances, which are accounted for as variable consideration under Topic 606. The Company estimates these amounts based on historical experience to arrive at transaction price.

The Company identified an error in its consolidated balance sheet as of January 1, 2018 related to the adoption of ASC 606, Revenue from Contracts with Customers, consisting of a $4.3 million understatement of members' deficit and an understatement of deferred revenue of the same amount. The Company has corrected this error by decreasing members' deficit by $4.3 million to $29.8 million in the c onsolidated statements of changes in members' deficit as of January 1, 2018, and adjusting unearned revenue and member's deficit in the consolidated balance sheets as of December 31, 2018 both by $4.3 million. The Company does not believe these adjustments are material to the previously issued financial statements, and the adjustments had no impact on the consolidated statements of operations or consolidated statements of cash flows.

Fair Value Measurements

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

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

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

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

The Company's financial instruments consist principally of cash and cash equivalents, prepaid expenses and other current assets, accounts receivable, accounts payable, accrued expenses, and long-term debt. The carrying value of cash and cash equivalents, prepaid expenses and other current assets, accounts receivable, accounts payable, and accrued expenses approximate fair value, primarily due to short maturities. The carrying values of the Company's debt instruments approximate their fair value based on Level 2 inputs since the instruments carry variable interest rates based on the London Interbank Offered Rate ("LIBOR") or other applicable reference rates.

Cash and Cash Equivalent

Cash and cash equivalents consist of highly liquid investments with maturities of three months or less at the time of purchase.

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

Concentrations of Credit Risk and Significant Customers

Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash and cash equivalents and accounts receivable. The Company holds cash at major financial institutions that often exceed Federal Deposit Insurance Corporation (“FDIC”) insured limits. The Company manages its credit risk associated with cash concentrations by concentrating its cash deposits in high quality financial institutions and by periodically evaluating the credit quality of the primary financial institutions holding such deposits. The carrying value of cash approximates fair value. Historically, the Company has not experienced any losses due to such cash concentrations. The Company does not have any off-balance-sheet credit exposure related to its customers.

Concentrations of credit risk with respect to accounts receivable and revenue are limited due to a large, diverse customer base. The Company does not require collateral from clients. The Company maintains an allowance for doubtful accounts based upon the expected collectability of accounts receivable. The Company maintains allowances for possible losses, which, when realized, have been within the range of management’s expectations.

During the years ended December 31, 2019 and 2018, revenue by geographic area, based on billing addresses of the customers, was as follows (in millions):

	For the year ended December 31,	
	2019	2018
United States	$ 267.3	134.9
Rest of world	26.0	9.4
Total Revenue	$ 293.3	144.3

No single foreign country and no single customer represented more than 10% of the Company’s revenues in any period.

Accounts Receivable, Net and Contract Assets

Accounts receivable is comprised of invoices of revenue, net of allowance for doubtful accounts and do not bear interest. Management’s evaluation of the adequacy of the allowance for doubtful accounts considers historical collection experience, changes in customer payment profiles, the aging of receivable balances, as well as current economic conditions, all of which may impact a customer’s ability to pay. Account balances are written-off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. The Company does not have significant bad debt experience with customers, and therefore, the allowance for doubtful accounts is immaterial.

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

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

Property and Equipment, Net

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

Deferred Commissions

Certain sales commissions earned by the Company's employees are considered incremental and recoverable costs of obtaining a contract with a customer. These sales commissions for initial contracts are capitalized and included in deferred costs and other assets. Capitalized amounts also include (1) amounts paid to employees other than the direct sales force who earn incentive payouts under annual compensation plans that are tied to the value of contracts acquired, (2) commissions paid to employees upon renewals of subscription contracts, and (3) the associated payroll taxes associated with the payments to the Company's employees.

Costs capitalized related to new revenue contracts are amortized on a straight-line basis over three years, which reflects the average period of benefit, including expected contract renewals. When determining the period of benefit, the Company considered its customer contracts, technology, and other relevant factors. Additionally, the Company amortizes capitalized costs for contract renewals over twelve months.

The capitalized amounts are recoverable through future revenue streams under all non-cancellable customer contracts. Amortization of capitalized costs to obtain revenue contracts is included in sales and marketing expense in the accompanying consolidated statements of operations.

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

The Company capitalized $25.3 million and $3.3 million of costs to obtain revenue contracts and amortized $8.6 million and $1.5 million to sales and marketing expense for the years ended December 31, 2019 and 2018, respectively. Costs capitalized to obtain a revenue contract, net on the Company's consolidated balance sheets totaled $20.5 million and $3.8 million at December 31, 2019 and 2018, respectively. There were no impairments of costs to obtain revenue contracts in the years ended December 31, 2019 and 2018.

Advertising and Promotional Expenses

The Company expenses advertising costs as incurred in accordance with ASC 720-35, *Other Expenses - Advertising Cost*. Advertising expenses of $9.8 million and $2.5 million for the years ended December 31, 2019 and 2018, respectively, are included in sales and marketing on the consolidated statements of operations.

Research and Development Costs

The Company accounts for research and development costs in accordance with ASC 730, *Research and Development*, and all research and development costs are expensed as incurred. Research and development costs consist primarily of salaries, employee benefits, related overhead costs associated with product development, testing, quality assurance, documentation, enhancements, and upgrades.

Restructuring and Transaction Related Expenses

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

Business Combinations

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

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

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

Goodwill and Acquired Intangible Assets

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

The Company first assesses 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 the Company elects to bypass the qualitative assessment, management will perform a quantitative test by determining the fair value of the reporting unit. The estimated fair value of the reporting unit is based on a projected discounted cash flow model that includes significant assumptions and estimates, including the discount rate, growth rate, and future financial performance. Valuations of similarly situated public companies are also evaluated when assessing the fair value of the reporting unit. If the carrying value of the reporting unit exceeds the fair value, then an impairment loss is recognized for the difference.

Acquired technology, customer lists, trade names or brand portfolios, and other intangible assets are related to previous acquisitions (see Note 6 - Goodwill and Acquired Intangible Assets).

Acquired intangible assets are amortized on a straight-line basis over the estimated period over which we expect to realize economic value related to the intangible asset. The amortization periods range from 2 years to 15 years.

Indefinite lived intangible assets consist primarily of brand portfolios acquired from Pre-Acquisition ZI and represent costs paid to legally register phrases and graphic designs that identify and distinguish products sold by the Company. ZoomInfo related brand portfolios are not amortized, rather potential impairment is considered on an annual basis in the fourth quarter, or more frequently upon the occurrence of a triggering event, when circumstances indicate that the book value of trademarks are greater than their fair value. The Company first assesses qualitative factors to determine whether it is more likely than not that the fair value of the indefinite lived intangible asset is less than the carrying value as a basis to determine whether further impairment testing under ASC 350 is necessary. No impairment charges were recorded during the years ended December 31, 2019 and 2018 relating to acquired assets accounted for under ASC 350.

Impairment of Long-Lived Assets

Long-lived assets, such as property and equipment and acquired intangible assets, are reviewed for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to the undiscounted future cash flows expected to be generated by the asset or group of assets. If the carrying amount of the asset exceeds the estimated future cash flows, an impairment charge is recognized in the amount by which the carrying amount of the asset exceeds the estimated future cash flows of the asset. During the year ended December 31, 2019, we recorded an impairment charge of $1.1 million relating to the impairment of a right-of-use asset acquired in Pre-Acquisition ZI acquisition (refer to Note 4 – Business Combinations). No impairment charges were recorded during the year ended December 31, 2018.

Accrued Expenses and Other Current Liabilities

Accrued expenses and other current liabilities at December 31, 2019 and 2018, include the following (in millions):

	Year Ended December 31,	
	2019	2018
Accrued salaries, wages, and benefits(1)	$ 42.6	$ 6.0
Other	19.6	3.5
Total accrued expenses and other current liabilities	$ 62.2	$ 9.5

(1) Includes $24.9 million of deferred consideration relating to the ZoomInfo acquisition.

Unearned Revenue

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

Debt Issuance Costs

Costs incurred in connection with the issuance of long-term debt are deferred and amortized as interest expense over the terms of the related debt using the effective interest method for term debt and on a straight-line basis for revolving debt. To the extent that the debt is outstanding, these amounts are reflected in the consolidated balance sheets as direct deductions from a combination of current and long-term portions of debt. Upon a refinancing or amendment, previously capitalized debt issuance costs are expensed and included in loss on extinguishment of debt, if the Company determines that there has been a substantial modification of the related debt. If the Company determines that there has not been a substantial modification of the related debt, any previously capitalized debt issuance costs are amortized as interest expense over the term of the new debt instrument.

Income Taxes

The Company is comprised of two limited liability companies that are treated as partnerships for tax purposes, eleven limited liability companies that are single member entities and disregarded for tax purposes, two corporations, and one foreign entity.

For partnership and disregarded entities, taxable income and the resulting liabilities are allocated among the owners of the entities and reported on the tax filings for those owners. The Company records income tax provision, deferred tax assets, and deferred tax liabilities only for the items for which the Company is responsible for making payments directly to the relevant tax authority.

Deferred income taxes reflect the net tax effects of temporary differences between the financial reporting and tax basis of assets and liabilities and are measured using the enacted tax rates and laws expected to be in effect when such differences are expected to reverse. Such temporary differences are reflected as other assets and deferred tax liabilities on the consolidated balance sheets. A deferred tax asset is recognized if it is more likely than not that a tax benefit will be respected by a taxing authority.

In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some or all of the deferred tax assets will be realized and, when necessary, a valuation allowance is established. The ultimate realization of the deferred tax assets is dependent upon the generation of future taxable income during the periods in which temporary differences become deductible.

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

The Company is required to identify, evaluate and measure all uncertain tax positions taken or to be taken on tax returns and to record liabilities for the amount of these positions that may not be sustained, or may only partially be sustained, upon examination by the relevant taxing authorities. Although the Company believes that its estimates and judgments were reasonable, actual results may differ from these estimates. Some or all of these judgments are subject to review by the taxing authorities.

The Company recognizes the tax benefit from entity level uncertain tax positions if it is more likely than not that the tax position will be sustained on examination by the tax authorities, based on technical merits of the position. The tax benefit is measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement.

Equity-Based Compensation

The Company periodically grants incentive units to employees and non-employees, which generally vest over a four-year period. The incentive units represent profits interests in the Company, which is an interest in the increase in the value of the entity over the Participation Threshold, as determined by the Board of Managers. The holder, therefore, has the right to participate in distributions of profits only in excess of the Participation Threshold. The Participation Threshold was based on the valuation determined by the Board of Managers of the common unit on or around the grant date.

The Company accounts for incentive units in accordance with ASC 718, *Compensation-Stock Compensation* (ASC 718). In accordance with ASC 718, compensation expense is measured at estimated fair value of the incentive units and is included as compensation expense over the vesting period during which an employee provides service in exchange for the award.

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

The Company measures employee, non-employee, and board of director equity-based compensation on the grant date fair value basis. Equity-based compensation expense is recognized over the requisite service period of the awards. For equity awards that have a performance condition, the Company recognizes compensation expense based on its assessment of the probability that the performance condition will be achieved. Prior to the adoption of ASU 2018-07, *Compensation - Stock Compensation (Topic 718) - Improvements to Nonemployee Share-Based Payment Accounting,* on January 1, 2019, the Company measured the fair value of stock-based awards granted to non-employees in accordance with ASC 505-50-25, *Equity Based Payments to Non-Employees*, which required the measurement and recognition of compensation expense for all equity-based payment awards made to non-employees based on estimated fair values. Upon the adoption of ASU 2018-07, the Company fair valued the remaining outstanding unvested non-employee awards as of January 1, 2019 and will recognize expense in the same periods and in the same manner as if the Company had paid cash to the recipient in lieu of the non-employee award.

The Company classifies equity-based compensation expense in its consolidated statements of operations in the same manner in which the award recipient’s salary and related costs are classified or in which the award recipient’s service payments are classified.

Recent Accounting Pronouncements

Recently Adopted Accounting Pronouncements

Effective January 1, 2019, the Company adopted ASU No. 2017-12, *Derivatives and Hedging (Topic 815), Targeted Improvements to Accounting for Hedging Activities* (ASU 2017-12) on a prospective basis. The new guidance eliminates the requirement to separately measure and report hedge ineffectiveness and, for qualifying hedges, requires the entire change in the fair value of the hedging instrument to be presented in the same income statement line as the hedged item. The Company's hedges, consisting of our interest rate swaps and interest rate cap, are fully effective. Therefore, adoption of ASU 2017-12 did not have any impact on the Company's financial statements. See Note 8 - Derivatives and Hedging Activities for the disclosures required by ASU 2017-12.

In February 2016, the FASB issued ASU No. 2016-02 *Leases (ASC 842)*, which increases the transparency and comparability among organizations' accounting for leases. The guidance requires a company to recognize lease assets and liabilities on the balance sheet, as well as disclose key information about lease arrangements. In July 2018, the FASB issued guidance to permit an alternative transition method for ASC 842, which allows transition to the new lease standard by recognizing a cumulative-effect adjustment to the opening balance of retained earnings in the period of adoption. The Company adopted ASC 842 as of January 1, 2019 under this new alternative transition method. The Company elected the package of practical expedients permitted under the transition guidance within the new standard, which among other things, allows the Company to carry forward the historical lease classification. In addition, as a practical expedient relating to its real estate leases, the Company will not separate lease components from nonlease components. The Company did not elect the hindsight practical expedient permitted under the transition guidance within the new lease standard. The Company recognized a right-of-use asset of $9.3 million and a lease liability of $12.8 million, largely pertaining to the Company's headquarter office lease, with a cumulative-effect adjustment, net of tax, to retained earnings in the amount of $1.8 million representing hidden impairment, upon adoption of ASC 842. The adoption of ASC 842 did not, and is not expected to in the future, have a material impact on earnings.

In June 2018, the FASB issued ASU No. 2018-07, *Compensation - Stock Compensation (Topic 718) - Improvements to Nonemployee Share-Based Payment Accounting*. This update expands the scope of Topic 718, "Compensation - Stock Compensation," to include equity-based awards granted to non-employees in exchange for goods or services. The accounting for employees and non-employees will be substantially aligned. For public entities, ASU 2018-07 is required to be adopted for annual periods beginning after December 15, 2018, including interim periods within those fiscal years. For non-public entities and emerging growth companies that choose to take advantage of the extended transition periods, ASU 2018-07 is effective for annual periods beginning after December 15, 2019. Early adoption is permitted for all entities but no earlier than the Company's adoption of ASU 2014-09. The Company adopted ASU 2018-07 on January 1, 2019. In accordance with transition guidance, unsettled non-employee awards were measured at the adoption date fair value as a substitute for grant date fair value. There was no impact to the consolidated financial statements upon adoption.

In August 2018, the FASB issued ASU No. 2018-15 *Intangibles-Goodwill and Other-Internal-Use Software (Subtopic 350-40): Customer's Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement That Is a Service Contract* ("ASU 2018-15") which aligns the requirements for capitalizing implementation costs in cloud computing arrangements with the requirements for capitalizing implementation costs incurred to develop or obtain internal-use software. ASU 2018-15 is effective for annual and interim periods beginning after December 15, 2019, with early adoption permitted. Companies can choose to adopt the new guidance prospectively or retrospectively. The Company elected to early adopt the standard, on a prospective basis, effective for the year and interim periods within the year beginning January 1, 2019. The adoption of this standard did not have a material impact on the Company's consolidated financial statements.

Recent Accounting Pronouncements Not Yet Adopted

In June 2016, the FASB issued ASU No. 2016-13, *Financial Instruments-Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, which requires the measurement and recognition of expected credit losses for financial assets held at amortized cost. It also eliminates the concept of other-than-temporary impairment and requires credit losses related to available-for-sale debt securities to be recorded through an allowance for credit losses rather than as a reduction in the amortized cost basis of the securities. These changes will result in more timely recognition of credit losses. The guidance is effective for fiscal years beginning after December 15, 2019, and interim periods within those fiscal years. The Company does not expect the adoption of ASU No. 2016-13 to have a significant impact on its consolidated financial statements.

In August 2018, the FASB issued ASU No. 2018-13, *Fair Value Measurement (Topic 820)*, which amends disclosure requirements for fair value measurements by requiring new disclosures, modifying existing requirements, and eliminating others. The amendments are the result of a broader disclosure project, which aims to improve the effectiveness of disclosures. ASU No. 2018-13 is effective for fiscal years beginning after December 15, 2019 and interim periods within those fiscal years. The Company does not expect the adoption of ASU No. 2018-13 to have a significant impact on its disclosures.

Note 3 - Revenue from Contracts with Customers

Revenue Detail

Revenue comprised the following service offerings (in millions):

	Year Ended December 31,	
	2019	2018
Business intelligence tools	$ 289.3	$ 143.4
Email verification service	4.0	0.9
Total Revenue	$ 293.3	$ 144.3

Go-To-Market business intelligence tools are subscription services that allow customers access to the SaaS tools to support sales and marketing processes, which include data, analytics, and insights to provide accurate and comprehensive intelligence on organizations and professionals. The Company's customers use the 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.

Email verification service is a service whereby customers can verify that emails are valid prior to sending, which can be helpful to avoid wasting resources or being flagged as sending spam. Email verification services are typically billed on a usage basis with customers paying each period as they utilize email verification services.

Of the total revenue recognized in the years ended December 31, 2019 and 2018, $52.2 million and $37.1 million was included in the unearned revenue balance as of December 31, 2018 and 2017, respectively. Revenue recognized from performance obligations satisfied (or partially satisfied) in previous periods was not material.

Revenue by geography is determined based on the domicile of the DiscoverOrg contracting entity. All customer contracts are with the Company's U.S. entities, therefore substantially all of the revenue is designated as U.S. revenue. Due to the SaaS-based nature of the service, it is possible that some of the customers use the service outside of the U.S. The Company estimates that less than 11% of its customers are located outside of the U.S.

Contract Assets and Unearned Revenue

The Company's standard billing terms typically require payment at the beginning of each annual or quarterly period. Subscription revenue is generally recognized ratably over the contract term starting with when the service is made available to the customer. Email verification service revenue is recognized in the period services are used by customers. The amount of revenue recognized reflects the consideration the Company expects to be entitled to receive in exchange for these services.

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

The contract asset balances of $0.1 million and $1.1 million as of December 31, 2019 and 2018, respectively, are recorded as current assets within Prepaid expenses and other current assets in the consolidated balance sheets. The unearned revenue balances were $159.1 million and $52.5 million as of December 31, 2019 and 2018, respectively.

ASC 606 introduced the concept of transaction price allocated to the remaining performance obligations of a contract, which is different than unbilled deferred revenue under ASC 605. 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 (in millions):

	Current	Noncurrent	Total
As of December 31, 2018	$ 111.9	$ 43.2	$ 155.1
As of December 31, 2019	$ 266.6	$ 74.1	$ 340.7

Note 4 – Business Combinations

Komiko

On October 9, 2019, through a newly formed wholly owned subsidiary, DiscoverOrg Acquisition (Komiko), LLC, the Company acquired certain assets and assumed certain liabilities of Komiko LTD ("Komiko"), which offered an AI-powered sales and customer success solution for business to business companies under the Komiko trade name. The Company has included the financial results of Komiko in the consolidated financial statements from the date of acquisition. Transaction costs associated with the acquisition were not material. The acquisition date fair value of the consideration transferred for Komiko was $8.5 million, comprised of the following (in millions):

Cash	$ 8.3
Contingent earnout payments	0.2
Total purchase consideration	$ 8.5

The fair value of the contingent earnout payments was determined based on the Company's probability-weighted estimate of future payments. Potential contingent payments may be as high as $4.0 million if all performance criteria are met, of which 40% is attributable to purchase consideration and the balance compensation expense as it is contingent upon continued employment with the Company by Komiko's co-founders.

The following table summarizes the fair values of the assets acquired and liabilities assumed, as of the date of acquisition (in millions):

Developed technology	$ 2.4
Unearned revenue	(0.2)
Total identifiable net assets acquired	$ 2.2
Goodwill	6.3
Total consideration	$ 8.5
Contingent Earnout Payments	(0.2)
Cash paid for acquisitions	$ 8.3

The excess of purchase consideration over the fair value of net tangible and intangible assets acquired was recorded as goodwill. The fair values assigned to tangible and identifiable intangible assets acquired and liabilities assumed are based on management's estimates and assumptions. The fair values of assets acquired and liabilities assumed may be subject to change as additional information is received, including the finalization of tax assets and liabilities. Identifiable intangible assets acquired consisted of primarily $2.4 million of developed technology with an estimated useful life of 7 years.

Developed technology represents the fair value of the Komiko technology portfolio. The goodwill balance is primarily attributed to the expanded market opportunities when integrating Komiko's technology with DiscoverOrg's technology and the assembled workforce. The goodwill balance is expected to be deductible for U.S. income tax purposes. The pro forma revenue and earnings impact on the combined entity, had the acquisition date been January 1, 2018, was not material.

Pre-Acquisition ZI

On February 1, 2019, the Company, through a newly formed wholly owned subsidiary, Zebra Acquisition Corporation, acquired 100% of the stock of Zoom Information, Inc. ("Pre-Acquisition ZI"). Pre-Acquisition ZI was a provider of company and contact information to sales and marketing professionals. Pre-Acquisition ZI served over 8,000 customers and has operations in the U.S., Israel, and Russia. The acquisition qualifies as a business combination and will be accounted for as such.

The Company has included the financial results of Pre-Acquisition ZI in the consolidated financial statements from the date of acquisition. The Company incurred approximately $2.7 million of transactions costs related to this acquisition which are included in Restructuring and transaction related expenses in the Consolidated statements of operations.

The acquisition date fair value of the consideration paid by the Company for Pre-Acquisition ZI was $760.1 million, including cash acquired of $12.1 million, and was comprised of the following (in millions):

Cash consideration	$	667.3
Liability for equity award settlement		25.2
Portion of replacement awards attributable to pre-acquisition service		27.9
Other purchase consideration liabilities		6.5
Deferred consideration		33.2
Total purchase consideration	$	760.1

Note 4 - Business Combinations (continued)

In accordance with the purchase agreement, the Company will pay deferred consideration of $25.0 million and $10.0 million on the first and second anniversary of the Pre-Acquisition ZI acquisition, respectively. The fair value of the deferred consideration payments was determined using a present value calculation. The following table summarizes the fair values of the assets acquired and liabilities assumed, as of the date of acquisition (in millions):

Cash, cash equivalents, and restricted cash	$	12.1
Accounts receivable		22.1
Prepaid expenses and other assets		4.2
Property and equipment		6.3
Operating lease right-of-use Assets		28.6
Intangible assets		322.0
Accounts payable and other liabilities		(6.8)
Lease liabilities		(28.6)
Deferred tax liabilities		(80.1)
Unearned revenue		(34.5)
Total identifiable net assets acquired		245.3
Goodwill		514.8
Total consideration	$	760.1
Deferred consideration		(33.2)
Cash acquired		(12.1)
Cash paid for acquisitions, net of cash acquired	$	714.8

The excess of purchase consideration over the fair value of identifiable net tangible and intangible assets acquired was recorded as goodwill. The fair values assigned to tangible and identifiable intangible assets acquired and liabilities assumed are based on management's estimates and assumptions given the currently available information.

The fair value of acquired unearned revenue was $34.5 million which differs from the unearned revenue recorded by Pre-Acquisition ZI immediately prior to the acquisition of $68.3 million. The acquired unearned revenue, net of the $33.8 million fair value adjustment, will be recognized as revenue over a period of approximately one year, which represents the period the related contracted services will be provided.

Additionally, the Company agreed with the sellers of Pre-Acquisition ZI to put a Cash Vesting Payment Program in place for employees that held non-vested options as of the acquisition date, after giving effect to the acquisition and any vesting that resulted from the acquisition. Under the Cash Vesting Payment Program, the Company agreed to make payments to employees in the amount of the value that they would have received, had their options been vested at the time of the acquisition. Payments will be made to employees that continue their employment with the Company through the vesting milestones defined in their Pre-Acquisition ZI option agreements, and can be accelerated in certain circumstances upon termination, if the employee is terminated without cause, as defined in the Cash Vesting Payment Agreement. Employees that terminate their employment in other circumstances will forfeit any future payments.

At the acquisition date, the potential value of future payments under the Cash Vesting Payment Program was $23.1 million to be paid to employees through 2022, assuming continued employment for each employee. The Company recognized $8.8 million of expense under the Cash Vesting Program for the year ended December 31, 2019. Based on the requirement for continued service, the cost related to payments under the Cash Vesting Payment Program, expense is recognized as compensation and reflected on the Statement of Operations in the same category as salary expense of the recipient.

Note 4 - Business Combinations (continued)

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

	Fair Value	Weighted Average Useful Life
Brand portfolio	$ 33.0	Indefinite
Developed technology	116.0	5.8 years
Customer relationships	173.0	15.0 years
Total intangible assets	$ 322.0	

Developed technology represents the fair value of the Pre-Acquisition ZI technology, including software and databases acquired. Customer relationships represent the fair values of the underlying relationships with Pre-Acquisition ZI customers. The goodwill balance is primarily attributed to the assembled workforce and the expanded market opportunities when integrating Pre-Acquisition ZI's technology with DiscoverOrg's technology. The goodwill balance is not expected to be deductible for U.S. income tax purposes.

The amounts of Pre-Acquisition ZI's revenue and earnings included in the Company's consolidated results of operations for the year ended December 31, 2019, cannot be determined as the operations of Pre-Acquisition ZI were rapidly integrated into the DiscoverOrg operations, and many existing customer contracts were modified or replaced subsequent to the acquisition with the new contracts containing subscriptions from both Pre-Acquisition ZI and DiscoverOrg as a result of subsequent sales activities.

The unaudited pro forma revenue and earnings of the combined entity had the acquisition date been January 1, 2018, are as follows:

	Revenue	Loss Before Income Taxes
Supplemental pro forma from January 1, 2019 to December 31, 2019	334.1	(48.0)
Supplemental pro forma from January 1, 2018 to December 31, 2018	205.6	(146.4)

The unaudited pro forma information above is adjusted for the amortization of unearned revenue fair value adjustments, acquired tangible and intangible assets, interest expense, and $9.2 million of transaction costs and bonuses incurred by the Company and Pre-Acquisition ZI as if the acquisition had occurred on January 1, 2018. This pro forma information is prepared for comparative purposes only and does not necessarily reflect the actual results that would have occurred, nor is it necessarily indicative of future results of operations of the combined companies.

NeverBounce

In September 2018, DiscoverOrg acquired certain assets and assumed certain liabilities of Metrics Delivered LLC ("NeverBounce"), which provided email verification services under the NeverBounce trade name. The Company has included the financial results of NeverBounce in the consolidated financial statements from the date of acquisition. Transaction costs associated with the acquisition were $0.1 million and are included in General and administrative expense. The acquisition date fair value of the consideration transferred for NeverBounce was approximately $9.6 million, which was comprised of the following (in millions):

Cash	$ 8.5
Contingent Earnout Payments	1.1
Total Purchase Consideration	$ 9.6

The fair value of the contingent earnout payments was determined based on the Company's probability-weighted estimate of future payments. Potential contingent payments may be as much as $2.0 million. As of December 31, 2019, contingent consideration of $0.4 million had been paid and remaining payments may be up to $1.6 million if all performance criteria are met.

The following table summarizes the fair values of the assets acquired and liabilities assumed, as of the date of acquisition (in millions):

Fixed assets	$	0.1
Brand portfolio		0.2
Developed technology		2.3
Customer relationships		1.1
Accrued expenses & unearned revenue		(0.1)
Total identifiable net assets acquired	$	3.6
Goodwill		6.0
Total consideration, net of cash acquired	$	9.6

The excess of purchase consideration over the fair value of the net tangible and intangible assets acquired was recorded as goodwill. The fair values assigned to tangible and identifiable intangible assets acquired and liabilities assumed are based on management's estimates and assumptions. The following table sets forth the components of identifiable intangible assets acquired and the estimated useful lives as of the date of acquisition (in millions):

	Fair Value		Useful Life
Brand portfolio	$	0.2	7 years
Developed technology		2.3	7 years
Customer relationships		1.1	5 years

Developed technology represents the fair value of the NeverBounce technology. Customer relationships represent the fair values of the underlying relationships with NeverBounce customers. The goodwill balance is primarily attributed to the assembled workforce and the expanded market opportunities when integrating NeverBounce's technology with DiscoverOrg's technology. The goodwill balance is expected to be deductible for U.S. income tax purposes.

Note 5 - Property and Equipment

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

	December 31, 2019		December 31, 2018	
Computer equipment	$	4.1	$	1.9
Furniture and fixtures		4.8		1.2
Leasehold improvements		5.0		2.0
Internal use developed software		19.7		10.3
Construction in progress		0.9		—
		34.5		15.4
Less: accumulated depreciation		(11.2)		(5.8)
Property and equipment, net	$	23.3	$	9.6

Depreciation expense was $6.1 million and $2.6 million for the years ended December 31, 2019 and 2018, respectively.

Note 6 - Goodwill and Acquired Intangible Assets

Intangible assets consisted of the following as of December 31, 2019 (in millions):

	Gross Carrying Amount	Accumulated Amortization	Net	Weighted Average Amortization Period in Years
Intangible assets subject to amortization:				
Customer relationships	$ 268.6	$ (34.5)	$ 234.1	15.0
Acquired technology	163.9	(62.5)	101.4	6.0
Brand portfolio	4.6	(2.5)	2.1	9.7
Net intangible assets subject to amortization	$ 437.1	$ (99.5)	$ 337.6	
Intangible assets not subject to amortization				
Pre-Acquisition ZI brand portfolio			$ 33.0	
Goodwill			$ 966.8	

Amortization expense was $42.6 million for the year ended December 31, 2019.

The Company did not incur cost to renew or extend the term of acquired intangible assets during the years ending December 31, 2019 and 2018.

Future amortization expense for intangible assets as of December 31, 2019 is as follows (in millions):

	Estimate Amortization Expense
For years ended December 31,	
2020	$ 40.8
2021	$ 40.8
2022	$ 40.7
2023	$ 30.4
2024	$ 28.9

The following summarizes changes to the Company’s goodwill (in millions):

Balance at January 1, 2018	$ 439.7
Acquisition of NeverBounce	6.0
Balance at December 31, 2018	445.7
Acquisition of ZoomInfo	514.8
Acquisition of Komiko	6.3
Balance at December 31, 2019	$ 966.8

Note 6 - Goodwill and Acquired Intangible Assets (continued)

Intangible assets consisted of the following as of December 31, 2018 (in millions):

	2018			Weighted Average Amortization Period in Years
	Gross Carrying Amount	Accumulated Amortization	Net	
Intangible assets subject to amortization:				
Customer relationships	$ 95.6	$ (17.4)	$ 78.2	14.9
Acquired technology	45.4	(37.5)	7.9	3.9
Brand portfolio	4.6	(2.0)	2.6	9.7
Net intangible assets subject to amortization	$ 145.6	$ (56.9)	$ 88.7	
Intangible assets not subject to amortization				
Goodwill			$ 445.7	

Amortization expense was $14.7 million for the year ended December 31, 2018. A summary of estimated future amortization expense is as follows (in millions):

For the year ending December 31,	2019	$ 12.3
	2020	7.5
	2021	7.5
	2022	7.5
	2023	7.4
	Thereafter	46.5
		$ 88.7

Based on the results of the Company's impairment assessment, the Company did not recognize any impairment of goodwill during the years ended December 31, 2019 and 2018.

Note 7 – Financing Arrangements

In conjunction with the acquisition of Pre-Acquisition ZI on February 1, 2019, DiscoverOrg raised $965 million of first lien debt (including a $100 million undrawn revolving credit facility), $370 million of second lien of second lien debt, and issued 207.0 million of Series A Preferred Units in exchange for $200.2 million, net of issuance costs. In addition to funding the purchase of Pre-Acquisition ZI, the proceeds were using to repay the Antares First Lien Term Loan, the Goldman Second Lien Term Loan, and the Subordinated Loan described below.

The first lien debt has a variable interest rate whereby the Company can elect to use a Base Rate or the London Interbank Offer Rate ("LIBOR") plus an applicable rate. The applicable margin is 3.25% to 3.5% for Base Rate loans (depending on the Company's leverage) or 4.25% or 4.5% for LIBOR Based Loans, depending on the Company's leverage. The first lien borrowings are to be repaid quarterly in the amount of $2.2 million with the final payment due on February 1, 2026. The effective interest rate on the first lien debt was 7.5% for the year ended December 31, 2019. See Note 18 - Subsequent Events regarding a repricing of the first lien debt that occurred subsequent to year end.

Any outstanding borrowings under the revolving credit facility must be repaid by February 1, 2024. Immaterial debt issuance costs were incurred in connection with the entry into the revolving credit facility. These debt issuance costs are amortized into interest expense over the expected life of the arrangement. Unamortized debt issuance costs included in Deferred costs, net of current portion on the accompanying consolidated balance sheets were immaterial as of December 31, 2019.

Note 7 - Financing Arrangements (continued)

The second lien debt has a variable interest rate whereby the Company can elect to use a Base Rate or LIBOR plus an applicable rate. The applicable rate is 7.5% for Base Rate loans or 8.5% for LIBOR Based Loans. The second lien borrowings must be repaid on February 1, 2027. Under certain conditions, the Company will owe a prepayment penalty of 2% or 1%, if the Company repays the loans before February 1, 2020 or February 1, 2021, respectively. The effective interest rate on the second lien debt was 11.9% for the year ended December 31, 2019.

The first and second lien credit agreements are secured by substantially all the productive assets of the Company. The first and second lien credit agreement contains a number of covenants that restrict, subject to certain exceptions, the Company's ability to, among other things:

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

If the Company draws more than 35% of the revolving credit loan, the revolving credit loan is subject to a springing financial covenant pursuant to which the consolidated first lien net leverage ratio must not exceed 7.65 to 1.00. The credit agreements also contains certain customary affirmative covenants and events of default, including a change of control. If an event of default occurs, the lenders under the credit agreements will be entitled to take various actions, including the acceleration of amounts due under the credit agreements and all actions permitted to be taken by a secured creditor.

The Series A Preferred Units have preference with respect to cash flows generated by DiscoverOrg and will receive proceeds from future distributions on a preferential basis for the value of the preferred plus accrued but unpaid interest at an annual rate of 15%.

Note 7 - Financing Arrangements (continued)

As of December 31, 2019 and 2018, the carrying values of the Company's borrowings were as follows (in millions):

Instrument	Date of Issuance	Maturity Date	Elected Interest Rate	Carrying value as of December 31, 2019	Carrying value as of December 31, 2018
First Lien Term Loan	February 2019	February 2026	LIBOR + 4.5%	$ 841.6	$ —
First Lien Revolver	February 2019	February 2024	n/a	—	—
Second Lien Term Loan	February 2019	February 2027	LIBOR + 8.5%	361.7	—
Antares First Lien Term Loan	August 2017	August 2023	LIBOR + 4.5%	—	$ 368.6
Goldman Second Lien Term Loan	February 2016	February 2024	LIBOR + 8.5%	—	147.4
Subordinated Term Loan	September 2017	September 2024	LIBOR + 12.5%	—	117.7
Total Carrying Value of Debt				$ 1,203.3	$ 633.7
less current portion				(8.7)	(1.9)
Total Long Term Debt				$ 1,194.6	$ 631.8

The expected future principal payments for all borrowings as of December 31, 2019 is as follows (in millions):

		Contractual Maturity	Discounts and Issuance Costs	As Presented
For the year ended December 31,	2020	$ 8.7	$ (5.3)	$ 3.4
	2021	8.7	(5.8)	2.9
	2022	8.7	(6.3)	2.4
	2023	8.7	(3.8)	4.9
	2024	8.7	(3.8)	4.9
	Thereafter	1,185.0	(0.2)	1,184.8
		$ 1,228.5	$ (25.2)	$ 1,203.3

Antares First Lien Term Loan

In August 2017, the Company entered into a $330 million senior term loan with Antares that matures in August 2023. In March 2018, the Company executed an amendment to the term loan and issued an additional $47.7 million of First Lien Term Loan debt. The interest rate is based on LIBOR or a defined Base Rate plus an applicable rate ranging from 4.25% to 4.5%, depending on the leverage ratio. The Base Rate is the higher of prime or the Federal Funds Rate plus 0.5%. The term loan is collateralized by all assets of the Company. As of December 31, 2018, there was $373.2 million outstanding on this term loan. The loan was issued with a $2.5 million original issue discount ("OID"), which is amortized to interest expense using the effective interest method. The Company incurred $3.2 million in debt issuance costs upon issuance of the debt. Debt issuance costs are deferred and amortized as interest expense using the effective interest method.

The credit agreement requires the Company to make certain payments on the outstanding loan balances if it has generated excess cash flows as defined by the credit agreement, beginning the year ended December 31, 2020.

Goldman Second Lien Term Loan

In February 2016, the Company entered into a $55.0 million second lien term loan agreement with Goldman Sachs. In August 2017 and March 2018, the facility was increased by $75.0 million and $19.8 million, respectively. The interest rate is based on LIBOR plus an applicable margin of 8.5% or a defined Base Rate plus an applicable rate ranging from 8.3% to 8.5%, depending on the leverage ratio. The Base Rate is the higher of prime or the Federal Funds Rate plus 0.5%. The term loan is collateralized by all assets of the Company. As of December 31, 2018, there was $149.8 million outstanding on this term loan. The loan was issued with a $1.0 million original issue discount (“OID”), which is amortized to interest expense using the effective interest method. The Company incurred $1.8 million in debt issuance costs upon issuance of the debt. Debt issuance costs are deferred and amortized as interest expense using the effective interest method.

Subordinated Loan

In September 2017, the Company entered into a $100 million senior subordinated loan. The interest rate is based on the LIBOR plus an applicable margin of 12.5%. The interest is payable in kind (PIK) and increases the outstanding principal amount on each interest payment date. As of December 31, 2018, there was $120.2 million in principal and interest outstanding on this loan, respectively. The Company incurred $3.2 million in debt issuance costs upon issuance of the debt. Debt issuance costs are deferred and amortized as interest expense using the effective interest method.

Note 8 - Derivatives and Hedging Activities

Hedge Accounting and Hedging Programs

The Company is exposed to changes in interest rates, primarily relating to changes in interest rates as a result of the term loans, which have variable interest rates. Consequently, from time to time, the Company may use interest rate swaps or other financial instruments to manage the exposure to interest rate movements. The Company does not enter into derivative transactions for speculative or trading purposes.

The Company recognizes derivative instruments and hedging activities on a gross basis as either assets or liabilities on the condensed consolidated balance sheets and measure them at fair value. Hedge accounting generally provides for the matching of the timing of gain or loss recognition on the hedging instrument with the earnings effect of the hedged forecasted transactions in a cash flow hedge. To receive hedge accounting treatment, all hedging relationships are formally documented at the inception of the hedge, and the hedges must be highly effective in offsetting changes to future cash flows on hedged transactions.

In April 2019, the Company entered into two separate interest rate swap agreements effectively converting $350 million of floating rate debt under the first lien credit facility to fixed rate obligations. In April 2019, the Company also entered into a $500 million interest rate cap. These agreements have been designated and qualify as cash flow hedging instruments and, as such, changes in the fair value are recorded in accumulated other comprehensive income (loss) on the Company’s consolidated balance sheets to the extent the agreements are effective hedges.

As December 31, 2019, 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	Interest Cap / Swap Rate	Maturity Date
Interest rate cap contract	One	$ 500.0	3.500%	April 30, 2024
Interest rate swap contracts	Two	$ 350.0	2.301%	April 29, 2022

The following table summarizes the fair value and presentation in the consolidated balance sheets for derivatives as of December 31, 2019 (in millions):

Instrument		Unrealized Gains (Losses) Recognized in Other Comprehensive Income December 31, 2019
Accrued expenses and other current liabilities	$	2.6
Other long-term liabilities		3.4
Accumulated other comprehensive loss	$	6.0

In the period that the hedged item affects earnings, such as when interest payments are made on the Company's variable-rate debt, the Company reclassifies the related gain or loss on the interest rate swap cash flow hedges to interest expense. The cash flows associated with the cash flow hedges are reported in Net cash provided by (used in) operating activities on our consolidated statements of cash flows.

Amounts reclassified from accumulated other comprehensive loss into earnings related to the Company's derivative instruments designated as cash flow hedging instruments for each of the reporting periods was not material.

Note 9 - Fair Value Measurements

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

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

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

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

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

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

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

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

Assets and Liabilities Measured at Fair Value

Following are the disclosures related to our assets and (liabilities) that are measured at fair value (in millions):

Fair Value at December 31, 2019	**Level 1**	**Level 2**	**Level 3**
Measured on a recurring basis:			
Derivative contract, net	$ —	$ (6.0)	$ —
Measured on a non-recurring basis:			
Impaired right-of-use assets	$ —	$ —	$ 1.4

Fair Value at December 31, 2018	**Level 1**	**Level 2**	**Level 3**
Measured on a recurring basis:			
	$ —	$ —	$ —
Measured on a non-recurring basis:			
	$ —	$ —	$ —

See Note 4 – Business Combinations for details regarding the Company's business combination accounted for initially at fair value. See Note 8 - Derivatives and Hedging Activities for details regarding the Company's derivative contracts.

Note 10 - Commitments and Contingencies

Sales and use tax - The Company has conducted an assessment of sales and use tax exposure in states where the Company has established nexus. Based on this assessment, the Company has recorded a liability for taxes owed and related penalties and interest in the amount of $2.1 million and $1.4 million at December 31, 2019 and 2018, respectively. This liability is included in accrued expenses and other current liabilities in our consolidated balance sheets.

Contingent earnout payments - The Company is contingently committed to making additional payments of up to $1.6 million and $4.0 million as part of the acquisition of NeverBounce and Komiko, respectively. Refer to Note 4 - Business Combinations.

Deferred acquisition related payments - In accordance with the purchase agreement, the Company will pay deferred consideration of $25.0 million and $10.0 million on the first and second anniversary of the Pre-Acquisition ZI acquisition, respectively. Refer to Note 4 - Business Combinations.

Series A Preferred Units - The Company has issued Series A Preferred Units which accrue cumulative liquidation preferences. Refer to Note 13 - Redeemable Series A Preferred Units.

Note 11 - Leases

The Company adopted Topic 842, *Leases*, on January 1, 2019, using the modified retrospective method and the optional transition method to record the adoption impact through a cumulative adjustment to equity. Results for reporting periods beginning after January 1, 2019, are presented under Topic 842, while prior periods are not adjusted and continue to be reported under the accounting standards in effect for those periods. The Company determines if an arrangement is a lease or contains a lease at inception. Operating lease liabilities are recognized based on the present value of the remaining lease payments, discounted using the discount rate for the lease at the commencement date. As the rate implicit in the lease is not readily determinable for the operating leases, the Company generally uses an incremental borrowing rate based on information available at the commencement date to determine the present value of future lease payments. The Company's leases have remaining lease terms of up to eleven years, some of which include options to extend the leases for up to five years, and some of which include options to terminate the leases at the end of the fifth year. The Company's leases do not have significant rent escalation, holidays, concessions, material residual value guarantees, material restrictive covenants or contingent rent provisions.

The Company leases include both lease (e.g., fixed payments including rent, taxes, and insurance costs) and non-lease components (e.g., common-area or other maintenance costs) which are accounted for as a single lease component as the Company has elected the practical expedient to group lease and non-lease components for all real estate leases. In addition, the Company has elected the practical expedient to exclude short-term leases, which have an original lease term of less than one year, from the right-of-use assets and lease liabilities as well as the package of practical expedients relating to adoption of Topic 842. Operating lease costs, including variable lease payments and sublease income that were immaterial for the year ended December 31, 2019, are included in operating costs within the Consolidated Statements of Operations.

The Company also has subleases of former corporate offices. Subleases have remaining lease terms of one to six years. Sublease income, which is recorded in rent expense, net, was immaterial for the Year ended December 31, 2019, and 2018. The following are additional details related to leases recorded on our balance sheet as of December 31, 2019 (in millions):

Leases	Classification	Balance at December 31, 2019	
Assets			
Operating lease right-of-use assets, net	Operating lease assets	$	36.8
Liabilities			
Current portion of operating lease liabilities	Operating lease assets	$	4.0
Operating lease liabilities, net of current portion	Operating lease assets	$	40.7

Rent expense was $6.5 million and $1.9 million for the years ended December 31, 2019, and 2018, respectively.

Other information related to leases was as follows:

Supplemental Cash Flow Information (in millions)	Year ended December 31, 2019	
Cash paid for amounts included in the measurement of operating lease liabilities	$	3.4
Lease liabilities arising from obtaining right-of-use assets[(1)]		
From Zoom Information, Inc. acquisition	$	28.6
Other	$	3.8

(1) Excludes lease liabilities arising from the adoption of Topic 842. Refer to Note 2.

Note 11 - Leases (continued)

	Year ended December 31, 2019
Weighted Average Remaining Lease Term (in years)	8.6
Weighted Average Discount Rate	6.3%

The table below reconciles the undiscounted future minimum lease payments under non-cancellable leases to the total lease liabilities recognized on the condensed consolidated balance sheets as of December 31, 2019 (in millions):

Year Ending December 31,	Operating Leases
2020	$ 6.7
2021	7.5
2022	7.6
2023	7.2
2024	6.8
Thereafter	22.7
Total future minimum lease payments	$ 58.5
less effects of discounting	13.8
Total lease liabilities	$ 44.7

Future minimum rental payments under the Company's non-cancellable operating leases as of December 31, 2018, were as follows (in millions)[(1)]:

	Contractual Payments Due	Expected Sub-Lease Payments	Net Expected Commitments
2019	$ 2.1	$ (0.2)	$ 1.9
2020	2.0	(0.4)	1.6
2021	2.2	(0.5)	1.7
2022	2.2	(0.5)	1.7
2023	2.3	(0.6)	1.7
Thereafter	5.0	(1.5)	3.5
	$ 15.8	$ (3.7)	$ 12.1

(1) Amounts are based on ASC 840, *Leases* that were superseded upon the Company's adoption of ASC 842, *Leases* on January 1, 2019

Expense associated with short term leases and variable lease costs were immaterial for the Year ended December 31, 2019. The expense related to short-term leases reasonably reflects the Company's short-term lease commitments.

Note 12 - Members' Deficit

In March 2018, certain members of the Company sold membership interests to private equity funds managed by Carlyle Partners ("Carlyle Investment") and entered into the Third Amended and Restated Limited Liability Company Agreement (the "3rd LLC Agreement"). The 3rd LLC Agreement establishes different classes of membership units and the rights and economics related to each. All existing units of the Company were converted at the time of the Carlyle Investment to new Common and Preferred units equal to an initial investment level of one dollar per unit. Class P units were reserved for use in equity incentive programs for employees, directors, and service providers.

Class P units were subsequently granted to employees and directors directly in DiscoverOrg Holdings, LLC and through DiscoverOrg Management Holdings, LLC, which was granted units and subsequently granted units to employees. See Note 15 - Equity-Based Compensation for additional detail with respect to granted units.

Distributions to members are generally to be made in priority order, first to Series A Preferred Units up to the accrued yield of such units, then to Series A Preferred Units up to the initial investment level, then to Preferred Units up to the initial investment level, then to Common Units up to the initial investment level, and then on a ratable basis to all units, with Class P Units participating in distributions once other units have achieved a specified Return Threshold.

As of December 31, 2019, there were 383.8 million Preferred Units outstanding, 976.3 million Common Units outstanding, and 68.7 million Class P Units outstanding. As of December 31, 2018, there were 383.8 million Preferred Units outstanding, 983.9 million Common Units outstanding, and 22.9 million Class P Units outstanding. Prior to the Carlyle Investment, the Company operated under the Amended and Restated Limited Liability Company Agreement (the “Prior LLC Agreement”).

The Company has an outstanding payable as of December 31, 2019 of $0.7 million to a predecessor entity that is a current member.

Note 13 - Redeemable Series A Preferred Units

On February 1, 2019, and in connection with the ZoomInfo acquisition (see Note 4 – Business Combinations), the Company issued 207.0 million Series A Preferred Units in exchange for $200.2 million, net of $0.6 million in issuance costs. As of December 31, 2019, 207.0 million units remained outstanding.

Distributions on the Series A Preferred Units are payable on the initial liquidation preference amount of $1 per unit and on a cumulative basis at a priority return rate of 15% per annum, compounded semi-annually, until January 31, 2027, after which the priority return rate will increase in stages to a maximum of 17% per annum. Subject to certain exceptions, unless distributions on the Series A Preferred Units are declared and paid in cash for the then current distribution period and all preceding periods after the initial closing, the Company may not declare or pay distributions on or repurchase any of its equity securities with a priority equal with or junior to the Series A Preferred Units.

Following a change of control or liquidation event, the Company would be required to redeem the then current outstanding Series A Preferred Units at a redemption price equal to the liquidation preference plus all accumulated but unpaid distributions (collectively, the “liquidation value”). Due to these mandatory redemption features that are not entirely within the control of the Company and may not be associated with a final liquidation or termination of the Company, we have classified the Series Preferred A Units as a separate class of equity (i.e., mezzanine equity) in our consolidated balance sheet for December 31, 2019. The Company will adjust the carrying balance once it is probable that the Series A Preferred Units will become redeemable.

The Company may, at its option, redeem the Series A Preferred Units in whole, or in part, at a price based on the redemption date as compared to January 31, 2021 (the “First Call Date”).

Applicable Period	Redemption Price
Prior to the First Call Date	Present value as of the redemption date of liquidation value as of First Call Date multiplied by 104%
On or after the First Call Date and prior to the first anniversary of the First Call Date	Liquidation value as of the redemption date multiplied by 104%
On or after the first anniversary of the First Call Date and prior to the second anniversary of the First Call Date	Liquidation value as of the redemption date multiplied by 102%
On or after the second anniversary of the First Call Date	Liquidation value as of the redemption date

As of December 31, 2019, the total minimum committed cumulative liquidation preference due upon an immediate redemption was $282.5 million.

Note 14 - Employee Retirement Benefits

The Company has a 401(k) plan that all eligible employees can contribute pre-tax and after-tax (Roth) to up to the maximum annual amount established by the Internal Revenue Code. The Company matches 35% of the employee's contribution to the 401(k) plan up to the first 6% of their contribution. Matching contributions made by the Company were approximately $1.4 million and $0.6 million for the years ended December 31, 2019, and 2018, respectively. Matching contributions will be fully vested after three years of service. Employee contributions are 100% vested immediately. The acquisition of Zoom Information, Inc. contributed to the increase in the Company's matching contribution in 2019.

Note 15 - Equity-Based Compensation

Class P Incentive Units - Class P units under the Company’s current LLC Agreement and the Class C units under the Company’s Prior LLC Agreement that converted to Common Units (collectively with Management Holdings Class P Units described below, the “Class P Incentive Units”) operate under employee incentive programs and are granted to employees and service providers as approved by the Board of Managers. In June 2019, the Company expanded its employee incentive program under a newly formed upper tier entity DiscoverOrg Management Holdings, LLC (“Management Holdings”) established to issue Class P units of Management Holdings to employees of the Company. Through this newly formed upper tier entity, Class P units of Management Holdings are issued to an employee and the Company issues a corresponding Class P unit to Management Holdings. The cancellation or forfeiture of any Management Holdings’ Class P units automatically results in a decrease in an equal number of the Company’s Class P units.

Class P Incentive Units are subject to a time-based vesting condition. The service vesting condition is generally over four years with 50% vesting on the two year anniversary of the vesting commencement date of the award, followed by 1/24th of the remaining 50% vesting monthly over two years. The fair value of each grant was estimated on the date of the award using a Black-Scholes option pricing model with the following assumption ranges and fair value per unit:

	Year Ended December 31,	
	2019	2018
Risk free rate	1.58% - 2.49%	2.49% - 2.82%
Volatility of the underlying assets	38.4% - 41.9%	39.1% - 41.2%
Expected life	4 years	4 years
Marketability discount	(A)	29%
Fair value per common unit	$1.30 - $3.59	$1.00 - $1.30

(A) In June 2019, the Company began to apply a probability weighted expected return method, where equity values were calculated using an option pricing model under an IPO and non-IPO scenarios and each value was weighted based on estimated probability of occurrence. For common units, an estimated time until a liquidation event of 1.5 - 4.0 years and a marketability discount of 13% - 25% was used, depending on an IPO or non-IPO scenarios. As of December 31, 2019, an 80% weight was applied to an IPO scenario.

The Company estimated the future stock price volatility based on the volatility of a set of publicly traded comparable companies with a look back period consistent with the expected life. The expected life of the Class P units represents the period of time over which the units granted are expected to remain outstanding giving consideration to vesting schedules and forfeiture patterns. The risk-free rate is based on the rate for a U.S. government security with the same expected life at the time of grant. As of December 31, 2019 and December 31, 2018, the Company had recognized $11.1 million and $1.5 million as compensation cost in the Consolidated statement of operations, respectively, with an offset to Members’ Deficit. As of December 31, 2019, the amount of unamortized equity-based compensation related to the Incentive Units is $53.8 million.

DOH Phantom Units - In June 2019, the Company adopted the ZoomInfo OpCo 2019 Phantom Unit Plan which is authorized to issue an aggregate of 29.9 million Phantom Units (as defined in the plan) (“DOH Phantom Units”). DOH Phantom Units generally are eligible to vest over four years with 50% vesting on the two year anniversary of the service requirement start date of the award, followed by 1/24th of the remaining 50% vesting monthly over two years. As of December 31, 2019 zero DOH Phantom Units had been granted under the plan.

HSKB Incentive Units - The founders of the Company previously contributed membership units into an upper tier entity, HSKB Funds, LLC (“HSKB”), which is controlled by the co-founder and CEO of the Company (“HSKB Manager”), and may allocate profits interests to employees of the Company (“HSKB Grants”). These awards are recorded in accordance with the measurement and recognition criteria of ASC 718 for awards made to non-employees. All HSKB Grants were issued with a performance vesting condition wherein the awards vest upon the cumulative change of more than 90% of the membership interests in the Company. In December 2019, the vesting and forfeiture terms of all HSKB Grants were modified to add an additional vesting condition, wherein 50% of an HSKB Grant will no longer be subject to forfeiture and will be eligible to vest on the later of September 1, 2020 or two years following the award grant date, and 1/24th of the remaining 50% will no longer be subject to forfeiture and be eligible to vest on the first day of each subsequent month. This additional vesting condition (but not the forfeiture) is conditioned upon the ability to exchange the units for common stock in the Company (or a newly formed holding company that owns an interest in the Company) after the consummation of an IPO. After the performance condition is deemed probable, the Company will recognize compensation cost under these awards on a straight-line basis in the same manner as if the Company had paid cash in lieu of awarding the HSKB Grants, per the requirements of ASC 718. This modification affected 142 grantees and resulted in an increase in unrecognized equity-based compensation cost related to the HSKB Grants of $88.4 million. As of the date of the HSKB Grants modification, the amount of unrecognized equity-based compensation related to the HSKB Grants is $166.4 million.

HSKB Phantom Units - In December 2019, HSKB adopted the HSKB Funds, LLC 2019 Phantom Unit Plan wherein HSKB may grant Phantom Units (“HSKB Phantom Units”) to employees of the Company. HSKB Phantom Units are recorded in accordance with the measurement and recognition criteria of ASC 718 for awards made to non-employees. HSKB Phantom Units represent the economic equivalent of one Common Unit in the Company and generally have the same vesting and forfeiture conditions as the modified HSKB Grants discussed above. Within 30 days of the later of the date upon which a Phantom Unit vests and the date that HSKB is capable of making an exchange of a corresponding Common Unit, HSKB shall settle the HSKB Phantom Unit in exchange for either (1) cash or (2) common stock in an IPO Entity as determined by the HSKB Manager (currently the CEO of the Company), in each case, equal to the fair market value of such Common Unit at the time of such exchange. As of December 31, 2019, the amount of unamortized equity-based compensation related to the HSKB Phantom Units is $5.0 million.

In 2018, in connection with the Carlyle Investment described above, holders of HSKB Grants received $21.8 million in cash distributions. In addition, HSKB allocated $31.3 million to be paid over three years from 2019 to 2021 if the holder of the HSKB grant remains employed by the Company as of the payment date. The Company recognizes compensation cost associated with this commitment as it is earned over time, or paid, whichever is sooner. As of December 31, 2019 and December 31, 2018, the Company had recognized $14.0 million and $31.2 million as compensation cost in the Consolidated statement of operations, respectively, with an offset to Members’ Deficit. In March 2019, HSKB distributed $14.8 million towards the outstanding commitment.

In connection with the Carlyle Investment transaction, accelerated vesting was triggered on all non-vested units and they were converted to new Common and Preferred units. The Company recognized $0.3 million compensation expense in connection with this accelerated vesting event. On March 12, 2018, a total of 82,735 non-vested Class C units held by employees were converted into 6,982,893 Common units subject to time-vesting conditions, of which 5,216,172 were fully vested upon conversion and 1,766,722 were not vested.

Note 15 - Equity-Based Compensation (continued)

The number and weighted-average grant date fair value for Common Units and Class P Incentive Units for key activities are as follows:

	Common Units		Class P Units	
	Units	Weighted Avg Grant Date Fair Value/Unit	Units	Weighted Avg Grant Date Fair Value/Unit
Non-vested units at December 31, 2018	1,766,722	$ 0.11	22,865,866	$ 0.43
Granted	—	$ —	53,242,653	1.02
Vested	(475,468)	0.05	(1,122,251)	1.06
Forfeited/Canceled	(375,980)	0.04	(7,411,857)	0.52
Non-vested units at December 31, 2019 (1)	915,274	$ 0.43	67,574,411	$ 0.88

(1) During the year 99,486 units were modified when non-vested units were permitted to be retained by a separating employee without vesting or forfeiting as per the terms of the original agreement. The fair value of these Common units at the time of the modification was $2.62 per unit.

The following table summarizes equity-based compensation expense related to all employee incentive unit awards including Class P Incentive Units, DOH Phantom Units, HSKB Grants, and HSKB Phantom Units (in millions):

	Year Ended December 31,	
	2019	2018
Cost of service and Operating expenses include equity-based compensation expenses as follows:		
Cost of service	$ 4.0	$ 8.3
Sales and marketing	11.2	15.8
Research and development	4.7	1.1
General and administrative	5.2	7.5
Total equity-based compensation expense	$ 25.1	$ 32.7

Note 16 - Segment and Geographic Data

The Company operates as one operating segment. The Company's chief operating decision maker ("CODM") is its chief executive officer, who reviews financial information for purposes of making operating decisions, assessing financial performance and allocating resources. The Company's CODM evaluates financial information on a consolidated basis. As the Company operates as one operating segment, all required segment financial information is found in the condensed consolidated financial statements.

Long-lived assets by geographical region are based on the location of the legal entity that owns the assets. As of December 31, 2019 and 2018, no significant long-lived assets were held by entities outside of the U.S.

Revenue by geographical region is determined by location of the Company's customers. Revenue from customers outside of the U.S. was approximately 9% and 7% of total revenue for the years ended December 31, 2019, and 2018, respectively. Revenue by geographic region is as follows (in millions):

	Year Ended December 31,	
	2019	2018
United States	$ 267.3	$ 134.9
Rest of world	26.0	9.4
	$ 293.3	$ 144.3

Note 17 - Income Tax Provision

The provision for income taxes is based on the effective annual tax rate for each fiscal year. The provision includes anticipated current year income taxes payable and the tax effect of anticipated differences between the financial reporting and tax basis of assets and liabilities.

The benefit from income taxes for the years ended December 31, 2019 and 2018 consists of the following (in millions):

	Year Ended December 31, 2019	Year Ended December 31, 2018
Current tax provision		
Federal	$ —	$ —
State	$ 0.5	$ 0.1
Foreign	0.2	—
	$ 0.7	$ 0.1
Deferred tax provision		
Federal	$ (5.0)	$ (2.0)
State	(2.2)	(1.0)
	$ (7.2)	$ (3.0)
Expense (benefit) from income taxes	$ (6.5)	$ (2.9)

The Company is comprised of nontaxable partnerships and two C corporation subsidiaries. RKSI Acquisition Corporation, a C corporation, was subject to income tax as of December 31, 2019 and 2018.

The federal statutory rate was 21% for the years ended December 31, 2019 and 2018. Differences between the statutory rate and the effective tax rate arise as a result of the nondeductible expenses.

On October 1, 2018 and March 15, 2019, the Company's C corporation subsidiary executed nontaxable contributions of all operations including its deferred tax items, in exchange for a noncontrolling interest in, DiscoverOrg Data LLC. DiscoverOrg Data LLC, is treated as a partnership for U.S. federal and most applicable state and local income tax purposes. As a partnership, DiscoverOrg Data LLC is not directly subject to U.S. federal and certain state and local taxes. Any taxable income or loss generated by DiscoverOrg Data LLC is passed through to and included in the taxable income or loss of its partners, including the Company's C corporation subsidiary following the Business Combination.

For the years ended December 31, 2019 and 2018, the effective income tax rate differs from the federal statutory income tax rate as explained below:

	Year Ended December 31, 2019	Year Ended December 31, 2018
U.S. federal statutory income tax rate	21.0 %	21.0 %
State and local income taxes, net of federal benefit	1.6 %	5.8 %
Nontaxable partnerships	(14.8)%	(17.4)%
Other	0.5 %	(0.3)%
Valuation allowance	(0.6)%	— %
Effective income tax rate	7.7 %	9.1 %

The Company uses the assets and liabilities method of accounting for income taxes. Under this method, deferred tax assets and liabilities are recognized for the expected future tax consequences of temporary differences between the financial reporting and tax basis of assets and liabilities. Deferred tax assets are also recognized for the future benefit of operating loss carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates that are expected to apply to taxable income for the years in which those tax assets and liabilities are expected to be recovered or settled. As of December 31, 2019 and 2018, net deferred tax liability in the accompanying balance sheet included the following components (in millions):

	Year Ended December 31,	
	2019	**2018**
Deferred tax assets		
Net operating loss carryforwards	$ 4.9	$ 1.3
Interest expense carryforward	7.2	0.9
Credit carryforwards	1.3	—
Other	—	—
Total deferred tax assets	$ 13.4	$ 2.2
Deferred tax liabilities		
Investment in DiscoverOrg Data LLC	94.0	12.4
Total deferred tax liabilities	94.0	12.4
Less valuation allowance	2.2	—
Net deferred tax liability	$ 82.8	$ 10.2

Deferred tax assets are recognized to the extent management believes, based on available evidence, that it is more likely than not that they will be realized. Certain acquired state net operating losses and credits are unlikely to be realized and require a valuation allowance at December 31, 2019.

At December 31, 2019, the Company's C corporation subsidiary has an available federal net operating loss (NOL) carryforward of approximately $13.5 million. The Company's C corporation subsidiary also had various state net operating loss carryforwards totaling $34.6 million. Unless utilized, the state carryforwards begin to expire in 2026. At December 31, 2019, the Company has federal and state research and development credit carryforwards of approximately $0.4 million and $1.1 million, respectively. Unless utilized, these carryforwards begin expiring in 2027 and 2021.

Utilization of net operating losses, credit carryforwards, and certain deductions may be subject to a substantial annual limitation due to ownership change limitations provided by the Internal Revenue Code of 1986, as amended, and similar state provisions. The tax benefits related to future utilization of federal and state net operating losses, tax credit carryforwards, and other deferred tax assets may be limited or lost if cumulative changes in ownership exceeds 50% within any three-year period. Additional limitations on the use of these tax attributes could occur in the event of possible disputes arising in examinations from various taxing authorities.

There were no interest and penalties accrued for the years ended December 31, 2019 or 2018. The Company has assessed its tax positions taken and concluded there are no significant uncertain tax positions. The Company has no unrecognized tax benefits as of December 31, 2019 or 2018, that, if recognized, would affect the annual effective tax rate.

The Company files returns with the Internal Revenue Service and multiple state jurisdictions, which are subject to examination by the taxing authorities for years 2015 and later. Should the Company's C corporation subsidiary utilize any of its U.S. or state loss carryforwards, their carryforward losses, which date back to 2014, would be subject to examination.

Note 18 - Subsequent Events

The Company has evaluated subsequent events through February 26, 2020, which is the date the consolidated financial statements were available to be issued.

On February 19, 2020, the Company completed a repricing of its First Lien Term Loan Facility in order to take advantage of currently available lower interest rates. The repricing decreases the interest rate by 50 basis points to LIBOR plus 4.00% per annum. The Company’s interest rate swap agreements are unaffected by this repricing and effectively fix the interest rate on the portion of the First Lien Term Loan Facility hedged by the interest rate swaps at 6.301%. The transaction did not include additional borrowings, and the maturity date of the financing arrangement remains unchanged.

ZoomInfo Holdings LLC

Consolidated Balance Sheets

($ in millions)

	March 31, 2020 (unaudited)	December 31, 2019
Assets		
Current assets:		
Cash and cash equivalents	$ 63.0	$ 41.4
Restricted cash	1.1	1.1
Accounts receivable	83.1	86.9
Prepaid expenses and other current assets	13.5	8.3
Deferred costs	8.0	6.6
Income tax receivable	4.1	3.9
Total current assets	172.8	148.2
Property and equipment, net	25.1	23.3
Operating lease right-of-use assets, net	36.0	36.8
Other assets:		
Intangible assets, net	360.4	370.6
Goodwill	966.8	966.8
Deferred costs, net of current portion	16.8	16.2
Total assets	1,577.9	1,561.9
Liabilities, Series A Preferred Units, and Members' Deficit		
Current liabilities:		
Accounts payable	13.4	7.9
Accrued expenses and other current liabilities	39.7	62.2
Unearned revenue, current portion	172.2	157.7
Income taxes payable	0.3	0.5
Related party payable	—	0.7
Current portion of operating lease liabilities	4.2	4.0
Current portion of long-term debt	8.7	8.7
Total current liabilities	238.5	241.7
Unearned revenue, net of current portion	1.0	1.4
Operating lease liabilities, net of current portion	39.5	40.7
Long-term debt, net of current portion	1,230.1	1,194.6
Deferred tax liabilities	82.7	82.8
Other long-term liabilities	6.0	14.3
Total liabilities	1,597.8	1,575.5
Series A Preferred Units	200.2	200.2
Commitments and contingencies		
Members’ deficit:		
Members' equity (deficit)	(207.4)	(207.8)
Accumulated other comprehensive income (loss)	(12.7)	(6.0)
Total equity (deficit)	(220.1)	(213.8)
Total liabilities, Series A Preferred Units, and Members' Deficit	$ 1,577.9	$ 1,561.9

ZoomInfo Holdings LLC

Consolidated Statements of Operations

($ in millions)

	Three Months Ended March 31,	
	2020	2019
	(unaudited)	
Revenue	$ 102.2	$ 54.6
Cost of service:		
Cost of service[(1)]	14.8	9.1
Amortization of acquired technology	5.6	5.6
Gross profit	81.8	39.9
Operating expenses:		
Sales and marketing[(1)]	34.1	18.3
Research and development[(1)]	9.9	5.2
General and administrative[(1)]	10.0	6.7
Amortization of other acquired intangibles	4.6	3.7
Restructuring and transaction related expenses	2.9	7.8
Total operating expenses	61.5	41.7
Income from operations	20.3	(1.8)
Interest expense, net	24.5	23.5
Loss on debt extinguishment	2.2	18.2
Other (income) expense, net	(0.1)	—
Loss before income taxes	(6.3)	(43.5)
Benefit from income taxes	0.4	3.3
Net income (loss)	$ (5.9)	$ (40.2)
Pro forma:		
Net loss and per share information (unaudited)		
Provision for income taxes		
Net loss	$ (5.9)	$ (40.2)
Basic and diluted net loss per share		
Weighted average shares outstanding - basic and diluted		

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

Cost of service	$ 1.7	$ 1.2
Sales and marketing	6.4	2.7
Research and development	1.6	0.3
General and administrative	1.6	1.4
Total equity-based compensation expense	$ 11.3	$ 5.6

ZoomInfo Holdings LLC

Consolidated Statements of Comprehensive Loss

($ in millions)

	Three Months Ended March 31,	
	2020	2019
	(unaudited)	
Net income (loss)	$ (5.9)	$ (40.2)
Other comprehensive loss:		
Change in unrealized loss on interest rate swaps	(6.7)	—
Total other comprehensive income (loss)	(6.7)	—
Comprehensive income (loss)	$ (12.6)	$ (40.2)

ZoomInfo Holdings LLC

Consolidated Statements of Changes in Members' Deficit

($ in millions)

	Members' Deficit	Accumulated Other Comprehensive Loss	Total Members' Deficit
		(unaudited)	
Balance, December 31, 2019	$ (207.8)	$ (6.0)	$ (213.8)
Member distributions	(5.0)	—	(5.0)
Equity-based compensation	11.3	—	11.3
Other comprehensive income (loss)	—	(6.7)	(6.7)
Net income (loss)	(5.9)	—	(5.9)
Balance, March 31, 2020	$ (207.4)	$ (12.7)	$ (220.1)

	Members' Deficit	Accumulated Other Comprehensive Loss	Total Members' Deficit
		(unaudited)	
Balance, December 31, 2018	$ (119.1)	$ —	$ (119.1)
Member distributions	(6.1)	—	(6.1)
Impact of adoption of new accounting standard (ASC 842)	(1.8)	—	(1.8)
Equity-based compensation	5.6	—	5.6
Other comprehensive income (loss)	—	—	—
Net income (loss)	(40.2)	—	(40.2)
Balance, March 31, 2019	$ (161.6)	$ —	$ (161.6)

ZoomInfo Holdings LLC
Consolidated Statements of Cash Flows

($ in millions)

	Three Months Ended March 31,	
	2020	2019
	(unaudited)	
Cash flows from operating activities:		
Net income (loss)	$ (5.9)	$ (40.2)
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:		
Depreciation and amortization	12.2	10.3
Amortization of debt discounts and issuance costs	1.4	1.0
Amortization of deferred commissions costs	5.4	0.7
Loss on early extinguishment of debt	2.2	9.4
Deferred consideration valuation adjustments	0.9	0.2
Equity-based compensation expense	11.3	5.6
Deferred income taxes	(0.1)	(3.5)
Provision for bad debt expense	0.6	0.2
Changes in operating assets and liabilities, net of acquisitions:		
Accounts receivable	3.3	(2.4)
Prepaid expenses and other current assets	(5.2)	(0.5)
Deferred costs and other assets	(6.3)	(3.1)
Income tax receivable	(0.3)	0.2
Related party receivable	(0.7)	(0.2)
Accounts payable	5.5	1.7
Accrued expenses and other liabilities	(10.0)	17.0
Unearned revenue	14.0	17.8
Net cash provided by (used in) operating activities	28.3	14.2
Cash flows from investing activities:		
Purchases of property and equipment and other assets	(4.1)	(2.8)
Cash paid for acquisitions, net of cash acquired	—	(705.8)
Net cash provided by (used in) investing activities	(4.1)	(708.6)
Cash flows from financing activities:		
Payments on long-term debt	(2.2)	(643.3)
Proceeds from long-term debt	—	1,220.8
Proceeds from revolving credit loans	35.0	—
Payments of debt issuance costs	(0.9)	(16.6)
Repurchase outstanding equity / member units	(5.5)	—
Proceeds from equity offering, net of transaction costs	—	200.2
Payments of deferred consideration	(24.0)	—
Distributions to members	(5.0)	(6.1)
Net cash provided by (used in) financing activities	(2.6)	755.0
Net increase (decrease) in cash, cash equivalents, and restricted cash	21.6	60.6
Cash, cash equivalents, and restricted cash at beginning of year	42.5	9.0
Cash, cash equivalents, and restricted cast at end of year	$ 64.1	$ 69.6
Supplemental disclosures of cash flow information		
Interest paid in cash:	$ 23.3	$ 5.6
Supplemental disclosures of non-cash investing and financing activities:		
Deferred variable consideration from acquisition of a business	$ —	$ 42.3

ZoomInfo Holdings LLC and Subsidiaries
Notes to Unaudited Consolidated Financial Statements
(In millions, except unit counts, unless otherwise noted)

Note 1 - Organization

ZoomInfo Holdings LLC (together with its subsidiaries, “ZoomInfo” or the “Company”) provides a go-to-market intelligence platform for sales and marketing teams. Our cloud-based solutions provide accurate and comprehensive intelligence on organizations and professionals in order 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.

Our headquarters are located in Vancouver, WA and we operate in seven offices throughout the US, one office in Russia and one office in Israel.

We began operations in 2007 through a predecessor entity then called DiscoverOrg LLC and were incorporated in Delaware in 2014 as a limited liability company. The Company is comprised of two limited liability companies that are treated as partnerships for tax purposes, ten limited liability companies that are single member entities and disregarded for tax purposes, three corporations , and one foreign entity .

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

Basis of Presentation

The consolidated financial statements have been prepared in accordance with generally accepted accounting principles in the United States (“GAAP”). The consolidated financial statements include the results of ZoomInfo and its wholly owned subsidiaries. All intercompany balances and transactions have been eliminated in consolidation. In management's opinion, the unaudited condensed consolidated financial statements contain all adjustments, which include normal and recurring adjustments, necessary for a fair presentation of the financial position and results of operations as of the dates and for the interim periods presented.

Use of Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the US requires us to make certain estimates, judgments, and assumptions that effect 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. These estimates relate to, but are not limited to, revenue recognition, allowance for doubtful accounts, contingencies, valuation and useful lives of long-lived assets, fair value of tangible and intangible assets acquired in business combinations, equity-based compensation, and income taxes, among other things. 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.

Revenue Recognition

The company derives revenue primarily from subscription services. Our subscription services consist of our SaaS applications and related access to our databases. Subscription contracts are generally based on the number of users that access our applications, the level of functionality that they can access, and the number of datasets or records that can be accessed. Our subscriptions contracts typically have a term of 1 to 3 years and are non-cancellable. We typically bill for services quarterly or annually in advance of delivery.

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

(1) identify the contract with a customer;

(2) identify the performance obligations in the contract;

(3) determine the transaction price;

(4) allocate the transaction price; and

(5) recognize revenue when or as the Company satisfies a performance obligation.

We recognize revenue for subscription contracts on a ratable basis over the contract term, beginning on the date that our service is made available to the customer. Unearned revenue results from revenue amounts billed to customers in advance or cash received from customers in advance of the satisfaction of performance obligations. Determining the transaction price often involves judgments and estimates that can have a significant impact on the timing and amount of revenue reported. At times, the Company may adjust billing under a contract based on the addition of services or other circumstances, which are accounted for as variable consideration under Topic 606. The Company estimates these amounts based on historical experience and reduces revenue recognized.

Fair Value Measurements

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

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

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

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

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

The Company's financial instruments consist principally of cash and cash equivalents, prepaid expenses and other current assets, accounts receivable, and accounts payable, accrued expenses, and long-term debt. The carrying value of cash and cash equivalents, prepaid expenses and other current assets, accounts receivable, accounts payable, and accrued expenses approximate fair value, primarily due to short maturities. The carrying values of the Company's debt instruments approximate their fair value based on Level 2 inputs since the instruments carry variable interest rates based on the London Interbank Offered Rate (“LIBOR”) or other applicable reference rates.

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

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

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

Cash and Cash Equivalents

Cash and cash equivalents consist of highly liquid investments with maturities of three months or less at the time of purchase.

Concentrations of Credit Risk and Significant Customers

Financial instruments that potentially subject us to concentrations of credit risk consist principally of cash and cash equivalents and accounts receivable. The Company holds cash at major financial institutions that often exceed Federal Deposit Insurance Corporation ("FDIC") insured limits. The Company manages its credit risk associated with cash concentrations by concentrating its cash deposits in high quality financial institutions and by periodically evaluating the credit quality of the primary financial institutions holding such deposits. The carrying value of cash approximates fair value. Historically, the Company has not experienced any losses due to such cash concentrations. The Company does not have any off-balance-sheet credit exposure related to its customers . Concentrations of credit risk with respect to accounts receivable and revenue are limited due to a large, diverse customer base. We do not require collateral from clients. We maintain an allowance for doubtful accounts based upon the expected collectability of accounts receivable. The Company performs ongoing credit evaluations of its customers and maintains allowances for possible losses, which, when realized, have been within the range of management's expectations. No single customer accounted for 10% or more of our revenue for the three months ended March 31, 2020 and 2019, or accounted for more than 10% of accounts receivable as of March 31, 2020 and December 31, 2019.

Accounts Receivable and Contract Assets

Accounts receivable is comprised of invoices of revenue, net of allowance for doubtful accounts and do not bear interest. Management's evaluation of the adequacy of the allowance for doubtful accounts considers historical collection experience, changes in customer payment profiles, the aging of receivable balances, as well as current economic conditions, all of which may impact a customer's ability to pay. Account balances are written-off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. The Company does not have significant bad debt experience with customers, and therefore, the allowance for doubtful accounts is immaterial as of March 31, 2020 and December 31, 2019.

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

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

Property and Equipment, Net

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

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

Deferred Commissions

Certain sales commissions earned by our sales force are considered incremental and recoverable costs of obtaining a contract with a customer. These sales commissions for initial contracts are capitalized and current amounts are included in *Deferred costs* and noncurrent amounts are included in *Deferred costs, net of current portion* in our consolidated balance sheets. Deferred sales commissions are amortized on a straight-line basis over the estimated period of benefit from the customer relationship that we have determined to be three years . We determined the period of benefit by taking into consideration our customer contracts, our technology, and other factors. Amortization expense is included in Sales and marketing expense on the Consolidated statement of operations.

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

Advertising and Promotional Expenses

The Company expenses advertising costs as incurred in accordance with ASC 720-35, Other Expenses - Advertising Cost. Advertising expenses of $2.9 million and $1.7 million for the three months ended March 31, 2020 and 2019, respectively, are included in Sales and marketing on the consolidated statement of operations.

Research and Development

We account for research and development costs in accordance with the ASC 730, Research and Development. Under ASC 730, all research and development costs are expensed as incurred. Our research and development costs consist primarily of salaries, employee benefits, related overhead costs associated with product development, testing, quality assurance, documentation, enhancements and upgrades.

Restructuring and Transaction-Related Expenses

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

Business Combinations

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

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

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

Goodwill and Acquired Intangible Assets

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

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. The estimated fair value of the reporting unit is based on a projected discounted cash flow model that includes significant assumptions and estimates, including the discount rate, growth rate, and future financial performance. Valuations of similarly situated public companies are also evaluated when assessing 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, custo mer lists, trade names or brand portfolios, and other intangible assets are related to previous acquisitions (see Note 6 - Goodwill and Acquired Intangible Assets). Acquire d intangible assets are amortized on a straight-line basis over the estimated period over which we expect to realize economic value related to the intangible asset. The amortization periods range from 2 years to 15 years .

Indefinite lived intangible assets consist primarily of brand portfolios acquired from Pre-Acquisition ZI and represent costs paid to legally register phrases and graphic designs that identify and distinguish products sold by the Company. Brand portfolios are not amortized, rather potential impairment is considered on an annual basis in the fourth quarter, or more frequently upon the occurrence of a triggering event, when circumstances indicate that the book value of trademarks are greater than their fair value. The Company first assesses qualitative factors to determine whether it is more likely than not that the fair value of the indefinite lived intangible asset is less than the carrying value as a basis to determine whether further impairment testing under ASC 350 is necessary. No impairment charges were recorded for the three months ended March 31, 2020 and 2019.

Impairment of Long-Lived Assets

Long-lived assets, such as property and equipment and acquired intangible assets, are reviewed for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to the undiscounted future cash flows expected to be generated by the asset or group of assets. If the carrying amount of the asset exceeds the estimated future cash flows, an impairment charge is recognized in the amount by which the carrying amount of the asset exceeds the estimated future cash flows of the asset.

Unearned Revenue

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

Debt Issuance Costs

Costs incurred in connection with the issuance of long-term debt are deferred and amortized as interest expense over the terms of the related debt using the effective interest method for term debt and on a straight-line basis for revolving debt. To the extent that the debt is outstanding, these amounts are reflected in the consolidated balance sheets as direct deductions from a combination of current and long-term portions of debt. Upon a refinancing or amendment, previously capitalized debt issuance costs are expensed and included in loss on extinguishment of debt, if the Company determines that there has been a substantial modification of the related debt. If the Company determines that there has not been a substantial modification of the related debt, any previously capitalized debt issuance costs are amortized as interest expense over the term of the new debt instrument. The company performs assessments of debt modifications at a lender specific level for all syndicated financing arrangements.

Income Taxes

The Company is comprised of two limited liability companies that are treated as partnerships for tax purposes, ten limited liability companies that are single member entities and disregarded for tax purposes, three corporations , and one foreign entity .

For partnership and disregarded entities, taxable income and the resulting liabilities are allocated among the owners of the entities and reported on the tax filings for those owners. We record income tax provision, deferred tax assets, and deferred tax liabilities only for the items for which the Company is responsible for making payments directly to the relevant tax authority.

Deferred income taxes reflect the net tax effects of temporary differences between the financial reporting and tax basis of assets and liabilities and are measured using the enacted tax rates and laws expected to be in effect when such differences are expected to reverse. Such temporary differences are reflected as other assets and deferred tax liabilities on the consolidated balance sheets. A deferred tax asset is recognized if it is more likely than not that a tax benefit will be respected by a taxing authority.

In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some or all of the deferred tax assets will be realized and, when necessary, a valuation allowance is established. The ultimate realization of the deferred tax assets is dependent upon the generation of future taxable income during the periods in which temporary differences become deductible.

We are required to identify, evaluate and measure all uncertain tax positions taken or to be taken on tax returns and to record liabilities for the amount of these positions that may not be sustained, or may only partially be sustained, upon examination by the relevant taxing authorities. Although we believe that our estimates and judgments were reasonable, actual results may differ from these estimates. Some or all of these judgments are subject to review by the taxing authorities.

We recognize the tax benefit from entity level uncertain tax positions if it is more likely than not that the tax position will be sustained on examination by the tax authorities, based on technical merits of the position. The tax benefit is measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement.

Equity-Based Compensation Expense

The Company periodically grants incentive units to employees and non-employees, which generally vest over a four-year period. The incentive units represent profits interests in the Company, which is an interest in the increase in the value of the entity over the participation threshold, as determined by the Board of Managers. The holder, therefore, has the right to participate in distributions of profits only in excess of the Participation Threshold. The Participation Threshold was based on the valuation determined by the Board of Managers of the common unit on or around the grant date.

The Company accounts for incentive units in accordance with ASC 718, Compensation-Stock Compensation (ASC 718). In accordance with ASC 718, compensation expense is measured at estimated fair value of the incentive units and is included as compensation expense over the vesting period during which an employee provides service in exchange for the award.

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

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

The Company measures employee, non-employee, and board of director equity-based compensation on the grant date fair value basis. Equity-based compensation expense is recognized over the requisite service period of the awards. For equity awards that have a performance condition, the Company recognizes compensation expense based on its assessment of the probability that the performance condition will be achieved. The Company accounts for non-employee equity-based compensation in accordance with ASC 505-50-25, "Equity Based Payments to Non-Employees," which requires the measurement and recognition of compensation expense for all equity-based payment awards made to non-employees based on estimated fair values.

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

Recent Accounting Pronouncements

Recently Adopted Accounting Pronouncements

In March 2020, the FASB issued ASU 2020-04, "Reference Rate Reform (Topic 848)." ASU 2020-04 contains practical expedients for reference rate reform related activities that impact debt, leases, derivatives and other contracts. The guidance in ASU 2020-04 is optional and may be elected over time as reference rate reform activities occur. During the first quarter of 2020, the Company has elected to apply the hedge accounting expedients related to probability and the assessments of effectiveness for future LIBOR-indexed cash flows to assume that the index upon which future hedged transactions will be based matches the index on the corresponding derivatives. Application of these expedients preserves the presentation of derivatives consistent with past presentation. The Company continues to evaluate the impact of the guidance and may apply other elections as applicable as additional changes in the market occur.

In June 2016, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2016-13, Financial Instruments-Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments, which requires the measurement and recognition of expected credit losses for financial assets held at amortized cost. It also eliminates the concept of other-than-temporary impairment and requires credit losses related to available-for-sale debt securities to be recorded through an allowance for credit losses rather than as a reduction in the amortized cost basis of the securities. These changes will result in more timely recognition of credit losses. The guidance is effective for fiscal years beginning after December 15, 2019, and interim periods within those fiscal years. The Company adopted ASU 2016-13 and ASU 2019-05 effective January 1, 2020. The adoption of this guidance was on a modified retrospective basis and did not have a material impact on the Company's consolidated financial statements.

In August 2018, the FASB issued ASU No. 2018-13, Fair Value Measurement (Topic 820), which amends disclosure requirements for fair value measurements by requiring new disclosures, modifying existing requirements, and eliminating others. The amendments are the result of a broader disclosure project, which aims to improve the effectiveness of disclosures. ASU No. 2018-13 is effective for fiscal years beginning after December 15, 2019 and interim periods within those fiscal years. The Company adopted ASU 2018-13 on January 1, 2020. However, as the Company did not have any Level 3 fair value measurements and/or other circumstances addressed in ASU 2018-13, adoption did not have a material effect on the Company's financial statements or disclosures.

Note 3 - Revenue from Contracts with Customers

Revenue Detail

Revenue comprised the following service offerings (in millions):

	Three Months Ended March 31,	
	2020	**2019**
Business intelligence tools	$ 101.2	$ 53.6
Email verification service	1.0	1.0
Total Revenue	$ 102.2	$ 54.6

Note 3 - Revenue from Contracts with Customers (continued)

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

Email verification service is a service whereby customers can verify that emails are valid prior to sending, which can be helpful to avoid wasting resources or being flagged as sending spam. Email verification services are typically billed on a usage basis with customers paying each period as they utilize email verification services.

Of the total revenue recognized in the three months ended March 31, 2020 and 2019, $79.9 million and $30.1 million was included in the unearned revenue balance as of December 31, 2019 and 2018, respectively. Revenue recognized from performance obligations satisfied (or partially satisfied) in previous periods was not material for the three months ended March 31, 2020 and 2019.

Revenue by geography is determined based on the domicile of the ZoomInfo contracting entity. All customer contracts are with our U.S. entities, therefore 100% of our revenue is designated as U.S. revenue. Due to the SaaS-based nature of our service, it is possible that some of our customers use the service outside of the U.S. We estimate that less than 10% of the company's customers were located outside of the U.S. as of March 31, 2020 and 2019.

Contract Assets and Unearned Revenue

The Company’s standard billing terms typically require payment at the beginning of each 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. Email verification service revenue is recognized in the period services are utilized by our customers. The amount of revenue recognized reflects the consideration the Company expects to be entitled to receive in exchange for these services.

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

As of March 31, 2020 and December 31, 2019, the Company had contract assets of $1.2 million and $0.1 million , respectively, which are recorded as current assets within *Prepaid expenses and other current assets* in the consolidated balance sheets. As of March 31, 2020 and December 31, 2019, the Company had unearned revenue of $173.2 million and $159.1 million , respectively.

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

The remaining performance obligations consisted of the following (in millions):

	Current	Noncurrent	Total
As of March 31, 2020	$ 294.8	$ 81.6	$ 376.4

Note 4 - Business Combinations

Komiko

On October 9, 2019, through a newly formed wholly owned subsidiary, DiscoverOrg Acquisition (Komiko), LLC, the Company acquired certain assets and assumed certain liabilities of Komiko LTD ("Komiko"), which offered an AI-powered sales and customer success solution for business to business companies under the Komiko trade name. The Company has included the financial results of Komiko in the consolidated financial statements from the date of acquisition. Transaction costs associated with the acquisition were not material. The acquisition date fair value of the consideration transferred for Komiko was $8.5 million , comprised of the following (in millions):

Cash	$	8.3
Contingent earnout payments		0.2
Total purchase consideration	$	8.5

The fair value of the contingent earnout payments was determined based on the Company's probability-weighted estimate of future payments. Potential contingent payments may be as high as $4.0 million if all performance criteria are met, of which 40% is attributable to purchase consideration and the balance compensation expense as it is contingent upon continued employment with the Company by Komiko's co-founders. During the three months ended March 31, 2020, the Company recognized an additional liability of $1.0 relating to the Komiko contingent payments.

The following table summarizes the fair values of the assets acquired and liabilities assumed, as of the date of acquisition (in millions):

Developed technology	$	2.4
Unearned revenue		(0.2)
Total identifiable net assets acquired	$	2.2
Goodwill		6.3
Total consideration	$	8.5
Contingent Earnout Payments		(0.2)
Cash paid for acquisitions	$	8.3

The excess of purchase consideration over the fair value of net tangible and intangible assets acquired was recorded as goodwill. The fair values assigned to tangible and identifiable intangible assets acquired and liabilities assumed are based on management's estimates and assumptions. The fair values of assets acquired and liabilities assumed may be subject to change as additional information is received, including the finalization of tax assets and liabilities. Identifiable intangible assets acquired consisted of primarily $2.4 million of developed technology with an estimated useful life of 7 years .

Developed technology represents the fair value of the Komiko technology portfolio. The goodwill balance is primarily attributed to the expanded market opportunities when integrating Komiko's technology with ZoomInfo's technology and the assembled workforce. The goodwill balance is expected to be deductible for U.S. income tax purposes.

Pre-Acquisition ZI

On February 1, 2019, the Company, through a newly formed wholly owned subsidiary, Zebra Acquisition Corporation, acquired 100% of the stock of Zoom Information, Inc. ("Pre-Acquisition ZI"). Pre-Acquisition ZI was a provider of company and contact information to sales and marketing professionals. Pre-Acquisition ZI served over 8,000 customers and has operations in the U.S., Israel, and Russia. The acquisition qualifies as a business combination and will be accounted for as such.

Note 4 - Business Combinations (Continued)

The Company has included the financial results of Pre-Acquisition ZI in the consolidated financial statements from the date of acquisition. The Company incurred approximately $2.7 million of transactions costs related to this acquisition which are included in Restructuring and transaction related expenses in the Consolidated statements of operations.

The acquisition date fair value of the consideration paid by the Company for Pre-Acquisition ZI was $760.1 million , including cash acquired of $12.1 million , and was comprised of the following (in millions):

Cash consideration	$	667.3
Liability for equity award settlement		25.2
Portion of replacement awards attributable to pre-acquisition service		27.9
Other purchase consideration liabilities		6.5
Deferred consideration		33.2
Total purchase consideration	$	760.1

In accordance with the purchase agreement, the Company agreed to pay deferred consideration of $25.0 million and $10.0 million on the first and second anniversary of the Pre-Acquisition ZI acquisition, respectively. As of March 31, 2020, $9.7 million is recorded in *Accrued expenses and other current liabilities* on the Company's consolidated balance sheets representing the present value of the $10.0 deferred consideration to be paid in 2021. The fair value of the deferred consideration payments was determined using a present value calculation. The following table summarizes the fair values of the assets acquired and liabilities assumed, as of the date of acquisition (in millions):

Cash, cash equivalents, and restricted cash	$	12.1
Accounts receivable		22.1
Prepaid expenses and other assets		4.2
Property and equipment		6.3
Operating lease right-of-use Assets		28.6
Intangible assets		322.0
Accounts payable and other liabilities		(6.8)
Lease liabilities		(28.6)
Deferred tax liabilities		(80.1)
Unearned revenue		(34.5)
Total identifiable net assets acquired		245.3
Goodwill		514.8
Total consideration	$	760.1
Deferred consideration		(33.2)
Cash acquired		(12.1)
Cash paid for acquisitions, net of cash acquired	$	714.8

The excess of purchase consideration over the fair value of identifiable net tangible and intangible assets acquired was recorded as goodwill. The fair values assigned to tangible and identifiable intangible assets acquired and liabilities assumed are based on management's estimates and assumptions given the currently available information.

The fair value of acquired unearned revenue was $34.5 million which differs from the unearned revenue recorded by Pre-Acquisition ZI immediately prior to the acquisition of $68.3 million. The acquired unearned revenue, net of the $33.8 million fair value adjustment, will be recognized as revenue over a period of approximately one year, which represents the period the related contracted services will be provided.

Note 4 - Business Combinations (Continued)

Additionally, the Company agreed with the sellers of Pre-Acquisition ZI to put a Cash Vesting Payment Program in place for employees that held non-vested options as of the acquisition date, after giving effect to the acquisition and any vesting that resulted from the acquisition. Under the Cash Vesting Payment Program, the Company agreed to make payments to employees in the amount of the value that they would have received, had their options been vested at the time of the acquisition. Payments will be made to employees that continue their employment with the Company through the vesting milestones defined in their Pre-Acquisition ZI option agreements, and can be accelerated in certain circumstances upon termination, if the employee is terminated without cause, as defined in the Cash Vesting Payment Agreement. Employees that terminate their employment in other circumstances will forfeit any future payments.

At the acquisition date, the potential value of future payments under the Cash Vesting Payment Program was $23.1 million to be paid to employees through 2022, assuming continued employment for each employee. The Company recognized $8.8 million of expense under the Cash Vesting Program for the year ended December 31, 2019. Based on the requirement for continued service, the cost related to payments under the Cash Vesting Payment Program, expense is recognized as compensation and reflected on the Statement of Operations in the same category as salary expense of the recipient.

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

	Fair Value	Weighted Average Useful Life
Brand portfolio	$ 33.0	Indefinite
Developed technology	116.0	5.8 years
Customer relationships	173.0	15.0 years
Total intangible assets	$ 322.0	

Developed technology represents the fair value of the Pre-Acquisition ZI technology, including software and databases acquired. Customer relationships represent the fair values of the underlying relationships with Pre-Acquisition ZI customers. The goodwill balance is primarily attributed to the assembled workforce and the expanded market opportunities when integrating Pre-Acquisition ZI's technology with ZoomInfo's technology. The goodwill balance is not expected to be deductible for U.S. income tax purposes.

Note 5 - Property and Equipment

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

	March 31, 2020	December 31, 2019
	(Unaudited)	
Computer equipment	4.9	$ 4.1
Furniture and fixtures	4.8	4.8
Leasehold improvements	5.2	5.0
Internal use developed software	19.2	19.7
Construction in progress	3.9	0.9
	38.0	34.5
Less: accumulated depreciation	(12.9)	(11.2)
Property and equipment, net	$ 25.1	$ 23.3

Depreciation expense was $1.9 million and $1.1 million for the three months ended March 31, 2020 and March 31, 2019, respectively.

Note 6 - Goodwill and Acquired Intangible Assets

Intangible assets consisted of the following as of March 31, 2020 (in millions):

	Gross Carrying Amount	Accumulated Amortization	Net	Weighted Average Amortization Period in Years
Intangible assets subject to amortization:				
Customer relationships	$ 268.6	$ (39.0)	$ 229.6	15.0
Acquired technology	163.9	(68.1)	95.8	6.0
Brand portfolio	4.6	(2.6)	2.0	9.7
Net intangible assets subject to amortization	$ 437.1	$ (109.7)	$ 327.4	
Intangible assets not subject to amortization				
Pre-Acquisition ZI brand portfolio	33.0	—	$ 33.0	
Goodwill	966.8	—	$ 966.8	

Amortization expense was $10.3 million and $9.2 million for the three months ended March 31, 2020 and March 31, 2019, respectively.

The following summarizes changes to the Company’s goodwill (in millions):

Balance at December 31, 2019	$ 966.8
Acquisition	—
Balance at March 31, 2020	$ 966.8

Based on the results of the Company’s impairment assessment, the Company did not recognize any impairment of goodwill during the three months ended March 31, 2020 or March 31, 2019.

Note 7 - Financing Arrangements

In conjunction with the acquisition of Pre-Acquisition ZI on February 1, 2019, ZoomInfo raised $965 million of first lien debt (including a $100 million revolving credit facility), $370 million of second lien debt, and issued 207.0 million of Series A Preferred Units in exchange for $200.2 million, net of issuance costs. In addition to funding the purchase of Pre-Acquisition ZI, the proceeds were using to repay the Antares First Lien Term Loan, the Goldman Second Lien Term Loan, and the Subordinated Loan described below.

On February 19, 2020, the Company completed a repricing of its First Lien Term Loan Facility in order to take advantage of currently available lower interest rates. The repricing decreases the interest rate by 50 basis points to LIBOR plus 4.00% per annum. The Company’s interest rate swap agreements are unaffected by this repricing and effectively fix the interest rate on the portion of the First Lien Term Loan Facility hedged by the interest rate swaps at 6.301%. The transaction did not include additional borrowings, and the maturity date of the financing arrangement remained unchanged. The Company recognized a $2.2 million loss on the extinguishment of debt relating to the write-off of unamortized issuance costs.

The first lien debt has a variable interest rate whereby the Company can elect to use a Base Rate or the London Interbank Offer Rate (“LIBOR”) plus an applicable rate. The applicable margin is 2.75% to 3.0% for Base Rate loans or 3.75% or 4.0% for LIBOR Based Loans, depending on the Company’s leverage. The first lien borrowings are to be repaid quarterly in the amount of $2.2 million with the final payment due on February 1, 2026. The effective interest rate on the first lien debt was 5.4% and 7.5% as of March 31, 2020 and December 31, 2019, respectively.

On March 25th, 2020, the Company drew down $35.0 million under the revolving credit facility. Any outstanding borrowings under the revolving credit facility must be repaid by February 1, 2024. Immaterial d ebt issuance costs were incurred in connection with the entry into the revolving credit facility. These debt issuance costs are amortized into interest expense over the expected life of the arrangement. Unamortized debt issuance costs included in *Deferred costs, net of current portion* on the accompanying consolidated balance sheets were immaterial as of March 31, 2020 and December 31, 2019, respectively. The effective interest rate on the revolving credit facility was 5.0% as of March 31, 2020.

The second lien debt has a variable interest rate whereby the Company can elect to use a Base Rate or LIBOR plus an applicable rate. The applicable rate is 7.5% for Base Rate loans or 8.5% for LIBOR Based Loans. The second lien borrowings must be repaid on February 1, 2027. Under certain conditions, the Company will owe a prepayment penalty of 1%, if the Company repays the loans before February 1, 2021. The effective interest rate on the second lien debt was 10.4% and 11.9% as of March 31, 2020 and December 31, 2019, respectively.

The first and second lien credit agreements are secured by substantially all the productive assets of the Company. The first and second lien credit agreement contains a number of covenants that restrict, subject to certain exceptions, the Company’s ability to, among other things:

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

If the Company draws more than 35% of the revolving credit loan, the revolving credit loan is subject to a springing financial covenant pursuant to which the consolidated first lien net leverage ratio must not exceed 7.65 to 1.00. The credit agreements also contains certain customary affirmative covenants and events of default, including a change of control. If an event of default occurs, the lenders under the credit agreements will be entitled to take various actions, including the acceleration of amounts due under the credit agreements and all actions permitted to be taken by a secured creditor.

The Series A Preferred Units have preference with respect to cash flows generated by ZoomInfo and will receive proceeds from future distributions on a preferential basis for the value of the preferred plus accrued but unpaid interest at an annual rate of 15%. Refer to Note 12 for additional discussion regarding Series A Preferred Units.

Note 7 - Financing Arrangements (continued)

As of March 31, 2020 and December 31, 2019, the carrying values of the Company's borrowings were as follows (in millions):

Instrument	Date of Issuance	Maturity Date	Elected Interest Rate	Carrying value as of March 31, 2020	Carrying value as of December 31, 2019
First Lien Term Loan	February 1, 2019	February 1, 2026	LIBOR + 4.0%	$ 841.5	$ 841.6
First Lien Revolver	February 1, 2019	February 1, 2024	LIBOR + 4.0%	35.0	—
Second Lien Term Loan	February 1, 2019	February 1, 2027	LIBOR + 8.5%	362.3	361.7
Total Carrying Value of Debt				$ 1,238.8	$ 1,203.3
less current portion				(8.7)	(8.7)
Total Long Term Debt				$ 1,230.1	$ 1,194.6

The expected future principal payments for all borrowings as of March 31, 2020 is as follows (in millions):

		Contractual Maturity	Discounts and Issuance Costs	As Presented
For the year ended December 31,	2020	$ 6.5	$ (3.9)	$ 2.6
	2021	8.7	(5.5)	3.2
	2022	8.7	(6.0)	2.7
	2023	8.7	(3.5)	5.2
	2024	8.7	(3.4)	5.3
	Thereafter	1,220.1	(0.3)	1,219.8
		$ 1,261.4	$ (22.6)	$ 1,238.8

Note 8 - Derivatives and Hedging Activities

Hedge Accounting and Hedging Programs

We are exposed to changes in interest rates, primarily relating to changes in interest rates as a result of our term loans, which have variable interest rates. Consequently, from time to time, we may use interest rate swaps or other financial instruments to manage our exposure to interest rate movements. We do not enter into derivative transactions for speculative or trading purposes.

We recognize derivative instruments and hedging activities on a gross basis as either assets or liabilities on our condensed consolidated balance sheets and measure them at fair value. Hedge accounting generally provides for the matching of the timing of gain or loss recognition on the hedging instrument with the earnings effect of the hedged forecasted transactions in a cash flow hedge. To receive hedge accounting treatment, all hedging relationships are formally documented at the inception of the hedge, and the hedges must be highly effective in offsetting changes to future cash flows on hedged transactions.

In April 2019, we entered into two separate interest rate swap agreements effectively converting $350 million of floating rate debt under our first lien credit facility to fixed rate obligations. In April 2019, we also entered into a $500 million interest rate cap. These agreements have been designated and qualify as cash flow hedging instruments and, as such, changes in the fair value are recorded in accumulated other comprehensive income (loss) on our consolidated balance sheets to the extent the agreements are effective hedges.

Note 8 - Fair Value Measurements (continued)

As of March 31, 2020, 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	Interest Cap / Swap Rate	Maturity Date
Interest rate cap contract	One	$	500.0	3.500%	April 30, 2024
Interest rate swap contracts	Two	$	350.0	2.301%	April 29, 2022

The following table summarizes the fair value and presentation in the Consolidated Balance Sheets for derivatives as of March 31, 2020 (in millions):

	Unrealized Gains (Losses) Recognized in Other Comprehensive Income			
Instrument	March 31, 2020		December 31, 2019	
Current portion of long-term debt	$	6.6	$	2.6
Other long-term liabilities		6.1		3.4
Accumulated other comprehensive loss	$	12.7	$	6.0

In the period that the hedged item affects earnings, such as when interest payments are made on the Company's variable-rate debt, we reclassify the related gain or loss on the interest rate swap cash flow hedges to interest expense and as operating cash flows in our Consolidated Statements of Cash Flows. Any ineffectiveness in our hedging relationships would be recognized immediately in as interest expense.

Amounts reclassified from accumulated other comprehensive loss into earnings related to the Company's derivative instruments designated as cash flow hedging instruments for each of the reporting periods was not material.

Following are the disclosures related to our assets and (liabilities) that are measured at fair value (in millions):

Fair Value at March 31, 2020	Level 1		Level 2		Level 3	
Measured on a recurring basis:						
Derivative contract, net	$	—	$	(12.7)	$	—
Measured on a non-recurring basis:						
	$	—	$	—	$	—

Fair Value at December 31, 2019	Level 1		Level 2		Level 3	
Measured on a recurring basis:						
Derivative contract, net	$	—	$	(6.0)	$	—
Measured on a non-recurring basis:						
Impaired right-of-use assets	$	—	$	—	$	1.4

Note 9 - Commitments and Contingencies

Sales and use tax - The Company has conducted an assessment of sales and use tax exposure in states where the Company has established nexus. Based on this assessment, the Company has recorded a liability for taxes owed and related penalties and interest in the amount of $1.7 million and $2.1 million at March 31, 2020 and December 31, 2019, respectively. This liability is included in *Accrued expenses and other current liabilities* in the consolidated balance sheets.

Contingent earnout payments - In addition Komiko potential earnout payment of $4.0 million (refer to Note 4 for additional information), the Company is contingently committed to making additional payments of up to $1.6 million as part of our acquisition of NeverBounce.

Deferred acquisition related payments - In accordance with the purchase agreement, the Company will pay deferred consideration of $10.0 million on the 2nd anniversary of the *Pre-acquisition ZI* acquisition. Refer to Note 4 .

Note 10 - Leases

Adoption of Accounting Standards Codification (" ASC ") Topic 842, " Leases. " The Company adopted Topic 842 on January 1, 2019, using the modified retrospective method and the optional transition method to record the adoption impact through a cumulative adjustment to equity. Results for reporting periods beginning after January 1, 2019, are presented under Topic 842, while prior periods are not adjusted and continue to be reported under the accounting standards in effect for those periods. Our leases do not have significant rent escalation, holidays, concessions, material residual value guarantees, material restrictive covenants or contingent rent provisions. Our leases include both lease (e.g., fixed payments including rent, taxes, and insurance costs) and non-lease components (e.g., common-area or other maintenance costs) which are accounted for as a single lease component as we have elected the practical expedient to group lease and non-lease components for all real estate leases. In addition, we have elected the practical expedient to exclude short-term leases, which have an original lease term of less than one year, from our right-of-use assets and lease liabilities as well as the package of practical expedients relating to adoption of Topic 842.

The Company also has subleases of former corporate offices. Subleases have remaining lease terms of 1 year to 6 years. Sublease income, which is recorded as a reduction of rent expense and allocated to the appropriate financial statement line item to arrive at *Income from operations* in the consolidated statements of operations was immaterial for the three months ended March 31, 2020 and 2019.

The following are additional details related to leases recorded on our balance sheet as of March 31, 2020 and 2019 (in millions):

Leases	Classification	Balance at March 31, 2020 (Unaudited)	Balance at March 31, 2019 (Unaudited)
Assets			
Operating lease right-of-use assets, net	Operating leases	$ 36.0	$ 35.8
Liabilities			
Current portion of operating lease liabilities	Operating leases	$ 4.2	$ 2.2
Operating lease liabilities, net of current portion	Operating leases	$ 39.5	$ 38.9

Rent expense was $1.7 million and $1.3 million for the three months ended March 31, 2020 and 2019, respectively.

Other information related to leases was as follows:

Note 10 - Leases (continued)

Supplemental Cash Flow Information (in millions)	Three Months Ended March 31, 2020	Three Months Ended March 31,2019
Cash paid for amounts included in the measurement of operating lease liabilities	$ 1.7	$ 0.7
Lease liabilities arising from obtaining right-of-use assets		
From Zoom Information, Inc. acquisition	$ —	$ 28.6
Other	$ 0.1	$ 0.2

	Three Months Ended March 31, 2020	Three Months Ended March 31, 2019
Weighted Average Remaining Lease Term (in years)	8.4	9.3
Weighted Average Discount Rate	6.3%	6.3%

The table below reconciles the undiscounted future minimum lease payments under non-cancelable leases to the total lease liabilities recognized on the condensed consolidated balance sheets as of March 31, 2020 (in millions):

Year Ending December 31,	Operating Leases
2020 (excluded three months ended March 31, 2020)	4.9
2021	7.5
2022	7.6
2023	7.2
2024	6.8
Thereafter	22.8
Total future minimum lease payments	$ 56.8
less effects of discounting	13.1
Total lease liabilities	$ 43.7
Reported as of March 31, 2020	
Current portion of operating lease liabilities	4.2
Operating lease liabilities, net of current portion	39.5
Total lease liabilities	$ 43.7

The table above does not include any legally binding minimum lease payments for leases signed but not yet commenced. As of March 31, 2020, all executed leases agreements have commenced and appropriately recorded on the balance sheet. Expense associated with short term leases and variable lease costs were immaterial for the 3 months ended March 31, 2020. The expense related to short-term leases reasonably reflects our short-term lease commitments.

Note 11 - Members' Deficit

Distributions to members are generally to be made in priority order, first to Series A Preferred Units up to the accrued yield of such units, then to Series A Preferred Units up to the initial investment level, then to Preferred Units up to the initial investment level, then to Common Units up to the initial investment level, and then ratably to all units, with Class P Units participating in distributions once other units have achieved a specified Return Threshold.

As of March 31, 2020, there were 383,812,619 Preferred Units outstanding, 972,892,727 Common Units outstanding, and 68,265,818 Class P Units outstanding. As of December 31, 2019, there were 383,812,619 Preferred Units outstanding, 976,276,546 Common Units outstanding, and 68,696,662 Class P Units outstanding.

Note 12 - Redeemable Series A Preferred Units

On February 1, 2019, and in connection with the ZoomInfo acquisition (see Note 4 – Business Combinations), the Company issued 207.0 million Series A Preferred Units in exchange for $200.2 million, net of $0.6 million in issuance costs. As of March 31, 2020, there were 207.0 million units remained outstanding.

Distributions on the Series A Preferred Units are payable on the initial liquidation preference amount of $1 per unit and on a cumulative basis at a priority return rate of 15% per annum, compounded semi-annually, until January 31, 2027, after which the priority return rate will increase in stages to a maximum of 17% per annum. Subject to certain exceptions, unless distributions on the Series A Preferred Units are declared and paid in cash for the then current distribution period and all preceding periods after the initial closing, the Company may not declare or pay distributions on or repurchase any of its equity securities with a priority equal with or junior to the Series A Preferred Units.

Following a change of control or liquidation event, the Company would be required to redeem the then current outstanding Series A Preferred Units at a redemption price equal to the liquidation preference plus all accumulated but unpaid distributions (collectively, the "liquidation value"). Due to these mandatory redemption features that are not entirely within the control of the Company and may not be associated with a final liquidation or termination of the Company, we have classified the Series Preferred A Units as a separate class of equity (i.e., mezzanine equity) in our consolidated balance sheet as of March 31, 2020. The Company will adjust the carrying balance once it is probable that the Series A Preferred Units will become redeemable.

The Company may, at its option, redeem the Series A Preferred Units in whole, or in part, at a price based on the redemption date as compared to January 31, 2021 (the "First Call Date").

Applicable Period	Redemption Price
Prior to the First Call Date	Present value as of the redemption date of liquidation value as of First Call Date multiplied by 104%
On or after the First Call Date and prior to the first anniversary of the First Call Date	Liquidation value as of the redemption date multiplied by 104%
On or after the first anniversary of the First Call Date and prior to the second anniversary of the First Call Date	Liquidation value as of the redemption date multiplied by 102%
On or after the second anniversary of the First Call Date	Liquidation value as of the redemption date

As of March 31, 2020, the total minimum committed cumulative liquidation preference due upon an immediate redemption was $283.9 million .

Note 13 - Equity-Based Compensation

Class P Incentive Units - Class P units under the Company's current LLC Agreement and the Class C units under the Company's Prior LLC Agreement that converted to Common Units (collectively with Management Holdings Class P Units described below, the "Incentive Units") operate under employee incentive programs and are granted to employees and service providers as approved by the Board of Managers. In June 2019, the Company expanded its employee incentive programs under a newly formed upper tier entity DiscoverOrg Management Holdings, LLC (“Management Holdings”), established to issue Incentive Units to employees of the Company. Through this newly formed upper tier entity, Class P Units are issued by Management Holdings to an employee and the Company issues a corresponding Class P Unit to Management Holdings. The cancellation or forfeiture of any Management Holdings’ Class P Units automatically results in a decrease in an equal number of the Company’s Class P Units.

These Class P Incentive Units are subject to a time-based vesting condition. The service vesting condition is generally over four years with 50% vesting on the two year anniversary of the grant date of the award and the remainder vesting monthly thereafter. No grants on Class P Incentive Units were made during the three months ended March 31, 2020. The fair value of grants made during the three months ended March 31, 2019 was estimated on the date of grant using the Black-Scholes option pricing model with the following assumption ranges and fair value per unit:

	Three Months Ended March 31,
	2019
	(Unaudited)
Volatility	41.3%
Expected Life	4 years
Risk-free Rate	2.5%
Fair Value per Unit	$1.30

We estimated the future stock price volatility based on the volatility of a set of publicly traded comparable companies with a look back period consistent with the expected life. The estimated life for the units was based on the expected hold period of private equity owners. The risk-free rate is based on the rate for a U.S. government security with the same estimated life at the time of grant. As of March 31, 2020, the amount of unamortized equity-based compensation related to the Incentive Units is $44.6 million .

DOH Phantom Units - In June 2019, the Company adopted the ZoomInfo OpCo 2019 Phantom Unit Plan which is authorized to issue an aggregate of 29.9 million Phantom Units (as defined in the plan) (“DOH Phantom Units”). DOH Phantom Units generally are eligible to vest over four years with 50% vesting on the two year anniversary of the service requirement start date of the award, followed by 1/24th of the remaining 50% vesting monthly over two years. As of December 31, 2019 and March 31, 2020 zero DOH Phantom Units had been granted under this plan.

HSKB Incentive Units - The founders of the Company previously contributed membership units into an upper tier entity, HSKB Funds, LLC (“HSKB”), which is controlled by the co-founder and CEO of the Company (“HSKB Manager”), and may allocate profits interests to employees of the Company (“HSKB Grants”). These awards are recorded in accordance with the measurement and recognition criteria of ASC 718 for awards made to non-employees. All HSKB Grants were issued with a performance vesting condition wherein the awards vest upon the cumulative change of more than 90% of the membership interests in the Company.

In December 2019, the vesting and forfeiture terms of all HSKB Grants were modified to add an additional vesting condition, wherein 50% of an HSKB Grant will no longer be subject to forfeiture and will be eligible to vest on the later of September 1, 2020 or two years following the award grant date, and 1/24th of the remaining 50% will no longer be subject to forfeiture and be eligible to vest on the first day of each subsequent month. This additional vesting condition (but not the forfeiture) is conditioned upon the ability to exchange the units for common stock in the Company (or a newly formed holding company that owns an interest in the Company) after the consummation of an IPO. After the performance condition is deemed probable, the Company will recognize compensation cost under these awards on a straight-line basis in the same manner as if the Company had paid cash in lieu of awarding the HSKB Grants, per the requirements of ASC 718. This modification affected 142 grantees and resulted in an increase in unrecognized equity-based compensation cost related to the HSKB Grants of $88.4 million . As of March 31, 2020, the amount of unamortized equity-based compensation related to the HSKB Incentive Units is $148.7 million .

Note 13 - Equity-Based Compensation (continued)

In 2018, in connection with the Carlyle Investment described above, holders of HSKB Grants received $21.8 million in cash distributions. In addition, HSKB allocated $31.3 million to be paid over three years from 2019 to 2021 if the holder of the HSKB grant remains employed by the Company as of the payment date. On March 31, 2020, HSKB allocated an additional $5.3 million to be paid out over four years, starting with March 31, 2020, to holders of HSKB Grants who received their grants after the March 2018 Carlyle Investment, subject to the holders continued employment by the Company. In March 2020, HSKB paid $10.2 million from allocated funds and has $12.2 million remaining that it has allocated to be paid through 2023.

HSKB Phantom Units - In December 2019, HSKB adopted the HSKB Funds, LLC 2019 Phantom Unit Plan wherein HSKB may grant Phantom Units (“HSKB Phantom Units”) to employees of the Company. HSKB Phantom Units are recorded in accordance with the measurement and recognition criteria of ASC 718 for awards made to non-employees. HSKB Phantom Units represent the economic equivalent of one Common Unit in the Company and generally have the same vesting and forfeiture conditions as the modified HSKB Grants discussed above. Within 30 days of the later of the date upon which a Phantom Unit vests and the date that HSKB is capable of making an exchange of a corresponding Common Unit, HSKB shall settle the HSKB Phantom Unit in exchange for either (1) cash or (2) common stock in an IPO Entity as determined by the HSKB Manager (currently the CEO of the Company), in each case, equal to the fair market value of such Common Unit at the time of such exchange. As of March 31, 2020, the amount of unamortized equity-based compensation related to the HSKB Phantom Units is $7.8 million .

	Common Units		Class P Units	
	Shares	Weighted Avg Grant Date Fair Value/Unit	Shares	Weighted Avg Grant Date Fair Value/Unit
Non-vested units at December 31, 2019	915,274	$ 0.43	67,574,411	$ 0.88
Granted	—	$ —	—	—
Vested	(643,345)	0.41	(4,278,582)	0.55
Forfeited	—	—	(430,844)	1.04
Non-vested units at March 31, 2020	271,929	$ 0.47	62,864,985	$ 0.92

The following table summarizes equity-based compensation expense related to employee incentive unit awards (in millions):

	Three Months Ended March 31,	
	2020	2019
	(Unaudited)	
Cost of service and Operating expenses include equity-based compensation expenses as follows:		
Cost of service	$ 1.7	$ 1.2
Sales and marketing	6.4	2.7
Research and development	1.6	0.3
General and administrative	1.6	1.4
Total equity-based compensation expense	$ 11.3	$ 5.6

Note 14 - Income Tax Provision

The Company recorded $0.4 million of income tax benefit for the three months ended March 31, 2020 and $3.3 million for the three months ended March 31, 2019. The Company’s estimated annual effective tax rate for the three months ended March 31, 2020 was 6.9% . The Company’s estimated annual effective tax rate is less than the statutory rate of 21.0% primarily because the Company is not liable for income taxes on the portion of earnings that are attributable to partnerships.

The Coronavirus Aid, Relief, and Economic Security (CARES) Act was signed into law on March 27, 2020. The Act contained several retroactive corporate tax provisions, including modifications to net operating loss application and the Section 163(j) limitation on business interest expense. Under U.S. GAAP, the effect of a change in tax law is recorded discretely as a component of the income tax provision related to continuing operations in the period of enactment. The act did not have a material impact on the income tax benefit or the deferred taxes of the Company for the three months ended March 31, 2020.

Note 15 - Subsequent Events

Events and transactions occurring through the date of issuance of the financial statements have been evaluated by management and, when appropriate, recognized or disclosed in the financial statements or notes to the consolidated financial statements.

Independent Auditor's Report

To the Board of Directors
Zoom Information, Inc. and Subsidiaries

Report on the Financial Statements
We have audited the accompanying financial statements of Zoom Information, Inc. and Subsidiaries (the Company), which comprise the balance sheets as of January 31, 2019 and December 31, 2018, the related statements of operations, convertible preferred stock and stockholders’ equity and cash flows for the period from January 1, 2019 through January 31, 2019 and for the year ended December 31, 2018, and the related notes to the financial statements (collectively, the financial statements).

Management’s Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor’s Responsibility
Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor’s judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity’s preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity’s internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Zoom Information, Inc. and Subsidiaries as of January 31, 2019 and December 31, 2018, and the results of its operations and its cash flows for the period from January 1, 2019 through January 31, 2019 and the year ended December 31, 2018, in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter
As discussed in Note 3 to the financial statements, the Company has changed its method of accounting for revenue effective January 1, 2019 due to the adoption of Accounting Standards Codification 606, Revenue from Contracts with Customers. Our opinion is not modified with respect to this matter.

/s/ RSM US LLP

Boston, Massachusetts
November 22, 2019

Zoom Information, Inc. and Subsidiaries

Consolidated Balance Sheets

January 31, 2019 and December 31, 2018

	2019	2018
Assets		
Current assets:		
Cash and cash equivalents	$ 10,873,046	$ 9,691,793
Accounts receivable, net	21,614,693	28,204,910
Income tax receivable	1,017,936	1,017,936
Prepaid expenses and other current assets	5,152,429	6,986,862
Capitalized commissions	3,585,122	—
Total current assets	42,243,226	45,901,501
Property and equipment, net	5,725,173	944,516
Intangible assets, net	55,187,215	56,004,377
Goodwill	168,916,468	168,916,468
Other assets	1,410,408	1,408,765
Total assets	$ 273,482,490	$ 273,175,627
Liabilities, Convertible Preferred Stock and Stockholders' Equity		
Current liabilities:		
Accounts payable	$ 1,118,101	$ 2,250,947
Accrued expenses	4,151,226	6,975,959
Deferred revenue	65,782,029	64,832,159
Current maturities of long-term debt	1,431,000	1,431,000
Total current liabilities	72,482,356	75,490,065
Deferred revenue, less current portion	2,481,803	2,702,845
Deferred tax liability	9,469,299	8,921,988
Long-term debt, less current portion	132,389,234	132,323,669
Total liabilities	216,822,692	219,438,567
Convertible Preferred stock:		
Series 1 convertible preferred stock: $0.02 par value; 80,000,000 shares designated; 53,944,487 shares issued and outstanding at January 31, 2019 and December 31, 2018, respectively (liquidation value of $90,074,418 as of January 31, 2019)	1,078,890	1,078,890
Stockholders' equity:		
Common stock:		
Series A: $0.02 par value; 37,763,000 shares designated; 7,319,897 shares issued and outstanding at January 31, 2019 and December 31, 2018, respectively	146,398	146,398
Series B: $0.01 par value; 54,959,650 shares designated; 175,840 and 162,240 issued and outstanding at January 31, 2019 and December 31, 2018, respectively	1,758	1,622
Additional paid-in-capital	78,907,423	78,854,320
Accumulated deficit	(23,474,671)	(26,344,170)
Total stockholders' equity	56,659,798	53,737,060
Total liabilities and stockholders' equity	$ 273,482,490	$ 273,175,627

See notes to financial statements.

Zoom Information, Inc. and Subsidiaries

Statements of Operations

Period from January 1, 2019 through January 31, 2019 and the Year Ended December 31, 2018

	2019	2018
Revenue	$ 9,693,329	$ 72,467,948
Operating expenses:		
Cost of revenue	926,744	9,076,689
Sales and marketing	3,338,127	40,259,914
Research and development	1,663,534	13,093,595
General and administrative	1,584,180	16,307,450
Depreciation and amortization	530,367	2,660,523
Loss on share redemption obligation	—	14,087,015
Gain on sale of property and equipment	—	72,943
Total operating expenses	8,042,952	95,558,129
Income (loss) from operations	1,650,377	(23,090,181)
Other income (expense):		
Other income, net	19,307	54,066
Interest expense	(1,024,625)	(9,348,733)
Income (loss) before income taxes	645,059	(32,384,848)
Income tax benefit	(136,228)	(4,912,625)
Net income (loss)	$ 781,287	$ (27,472,223)

See notes to financial statements.

Zoom Information, Inc. and Subsidiaries

Statements of Convertible Preferred Stock and Stockholders' Equity

Period from January 1, 2019 through January 31, 2019 and the Year Ended December 31, 2018

	Series 1 Convertible Preferred Stock		Common Stock						
			Series A		Series B				
	Number of Shares	$0.02 Par Value	Number of Shares	$0.02 Par Value	Number of Shares	$0.01 Par Value	Additional Paid-in Capital	Retained Earnings (Accumulated Deficit)	Total Stockholders' Equity
Balance at December 31, 2017	53,944,487	$1,078,890	7,319,897	$ 146,398	—	$ —	$78,193,658	$ 1,128,053	$80,546,999
Exercise of stock options	—	—	—	—	162,240	1,622	92,477	—	94,099
Stock-based compensation	—	—	—	—	—	—	568,185	—	568,185
Net loss	—	—	—	—	—	—	—	(27,472,223)	(27,472,223)
Balance at December 31, 2018	53,944,487	1,078,890	7,319,897	146,398	162,240	1,622	78,854,320	(26,344,170)	53,737,060
Cumulative impact from the adoption of ASU No. 2014-19 (Note 3)	—	—	—	—	—	—	—	2,088,212	2,088,212
Exercise of stock options	—	—	—	—	13,600	136	7,752	—	7,888
Stock-based compensation	—	—	—	—	—	—	45,351	—	45,351
Net income	—	—	—	—	—	—	—	781,287	781,287
Balance at January 31, 2019	**53,944,487**	**$1,078,890**	**7,319,897**	**$ 146,398**	**175,840**	**$ 1,758**	**$78,907,423**	**$(23,474,671)**	**$56,659,798**

See notes to financial statements.

Zoom Information, Inc. and Subsidiaries

Statements of Cash Flows

Period from January 1, 2019 through January 31, 2019 and the Year Ended December 31, 2018

	2019	2018
Cash flows from operating activities:		
Net income (loss)	$ 781,287	$ (27,472,223)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Stock-based compensation	45,351	568,185
Depreciation and amortization	1,158,171	10,116,527
Amortization of debt issuance costs	65,565	537,814
Loss on share redemption obligation	—	14,087,015
Gain on sale of property and equipment	—	(72,943)
Deferred income taxes	(208,911)	(5,329,772)
Changes in operating assets and liabilities:		
Accounts receivable, net	6,590,217	(15,771,980)
Income tax receivable	—	(1,017,936)
Prepaid expenses	1,834,433	(2,946,204)
Capitalized commissions	(536,565)	—
Other assets	(1,643)	(1,211,167)
Accounts payable	(1,132,846)	228,383
Accrued expenses	(2,824,733)	3,707,293
Deferred revenue	292,916	44,858,243
Net cash provided by operating activities	**6,063,242**	**20,281,235**
Cash flows from investing activities:		
Purchases of property and equipment	(4,889,877)	(762,615)
Proceeds from sale of property and equipment	—	130,000
Settlement of share redemption obligation	—	(55,999,015)
Acquisitions, net of cash acquired (Note 4)	—	(14,675,796)
Net cash used in investing activities	**(4,889,877)**	**(71,307,426)**
Cash flows from financing activities:		
Proceeds from long-term borrowings	—	63,100,000
Principal payments on long-term debt	—	(6,082,750)
Payments of debt issuance costs	—	(1,576,079)
Proceeds from exercise of stock options	7,888	94,099
Net cash provided by financing activities	**7,888**	**55,535,270**
Increase in cash and cash equivalents	**1,181,253**	**4,509,079**
Cash and cash equivalents, beginning of period	9,691,793	5,182,714
Cash and cash equivalents, end of period	**$ 10,873,046**	**$ 9,691,793**
Supplemental disclosure of noncash activities:		
Cash paid for interest	**$ —**	$ 8,738,030
Cash paid for income taxes	**$ —**	$ 2,286,699

See notes to financial statements.

Zoom Information, Inc. and Subsidiaries
Notes to Audited Consolidated Financial Statements

Note 1 - Description of Business

Zoom Information, Inc. (ZoomInfo or the Company) was incorporated in March 2000 as a Delaware corporation. ZoomInfo provides business information to sales, marketing and recruiting professionals to help them find, qualify and close business more efficiently. The Company is headquartered in Waltham, Massachusetts and has offices in Michigan, Israel and Russia.

The Company is subject to risks common to technology companies in similar stages of development including, but not limited to, the need for successful development of new technology, development of markets and distribution channels, raising sufficient capital to support operations, protection of proprietary technology, dependence on key personnel, fluctuations in operating results and risks associated with changes in information technology.

Note 2 - Summary of Significant Accounting Policies

Basis of presentation: The financial statements have been prepared in accordance with accounting standards set by the Financial Accounting Standards Board (FASB). The FASB sets generally accepted accounting principles (GAAP) to ensure financial condition, results of operations, and cash flows are consistently reported. References to GAAP issued by the FASB in these footnotes are to the FASB Accounting Standards Codification (FASB ASC).

Principles of consolidation: The accompanying consolidated financial statements include the accounts of Zoom Information, Inc. and its wholly-owned subsidiaries, Datanyze, Inc., Datanyze Rus, LLC and Zoom Information Israel Ltd. All significant intercompany accounts and transactions have been eliminated upon consolidation.

Use of estimates: The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates. Significant estimates include the net realizable value of accounts receivable, revenue recognition, useful lives of property and equipment, accrued liabilities, purchase price allocation and valuation of goodwill and intangible assets, stock-based compensation and accounting for deferred income taxes.

Foreign currency: The Company’s foreign operations include contractual obligations denominated in foreign currencies, as well as financial assets and liabilities denominated in foreign currencies. The Company is subject to exposure should exchange rates fluctuate. The Company’s consolidated financial statements are presented in United States Dollars.

The functional currency of the Company’s foreign subsidiaries in Russia and Israel is the United States Dollar. The Company remeasures monetary assets and liabilities from the local currency to the United States Dollar at exchange rates in effect at the end of each period. Nonmonetary assets and liabilities are remeasured at historical rates. Income statement accounts are remeasured at monthly average rates for the year. Gains and losses from remeasurement are included in other income (expense) in the consolidated statements of operations.

Cash and cash equivalents: The Company considers such highly liquid investments with original maturities of three months or less when purchased to be cash and cash equivalents.

Concentrations of credit risk and significant customers: Bank deposit accounts in the United States are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000. The Company maintains its cash and cash equivalents in bank deposit accounts that, at times, may exceed federally insured limits. The Company has not experienced any losses in such accounts and management believes it is not exposed to significant credit risk. During the period from January 1, 2019 through January 31, 2019 and the year ended December 31, 2018, there were no individual customers that represented greater than 10% of the Company’s revenue. As of January 31, 2019 and December 31, 2018, there were no individual customers with an outstanding balance greater than 10% of accounts receivable.

Accounts receivable: The Company accounts for trade receivables at original invoiced amounts less any allowance for doubtful accounts based on the probability of future collection. The Company provides an allowance for doubtful accounts based upon past loss experience, known and inherent risks in the accounts, adverse situations that may affect a customers' ability to repay, and current economic conditions. The Company writes off accounts receivable against the allowance when a balance is determined to be uncollectible. The allowance for doubtful accounts was $383,796 and $365,127 at January 31, 2019 and December 31, 2018, respectively.

Property and equipment: Property and equipment are recorded at cost and depreciated using the straight-line method over the estimated useful lives of the assets or, where applicable and if shorter, over the lease term. Upon retirement or sale, the cost of assets disposed of and the related accumulated depreciation are removed from the accounts and any resulting (gain) or loss is credited or charged to income. Repairs and maintenance costs are expensed as incurred. Depreciation is provided for by the straight-line method over estimated useful lives as follows:

Computer software and equipment	3 years
Leasehold improvements	3 years
Furniture and fixtures	5 years

Goodwill and intangible assets: The Company accounts for business combinations pursuant to FASB ASC 805, *Business Combinations* (ASC 805). Goodwill in such acquisitions represents the excess of the cost of a business acquired over the net of the amounts assigned to assets acquired, including identifiable intangible assets and liabilities assumed. The guidance specifies criteria to be used in determining whether intangible assets acquired in a business combination must be recognized and reported separately from goodwill. Amounts assigned to goodwill and other identifiable intangible assets were determined with the assistance of an independent appraiser through established valuation techniques.

In accordance with FASB ASC 350, *Intangibles-Goodwill and Other*, the Company conducts an impairment evaluation for goodwill at least annually, or more frequently, if events or changes in circumstances indicate that an asset might be impaired. The Company performed the assessment concluding no impairment noted for the period from January 1, 2019 to January 31, 2019 and the year ended December 31, 2018.

Debt financing costs: Costs incurred related to the financing of long-term debt are netted against the debt and amortized over the remaining life of the related debt offering. Costs associated with the terms loan are amortized using the straight-line method. Amortization expense is recorded as a component of interest expense.

Impairment of long-lived assets: Long-lived assets include property and equipment, definite lived intangible assets and capitalized software development costs. Long-lived assets are reviewed by management for impairment whenever events or changes in business circumstances indicate that the carrying amount of assets may not be fully recoverable or that the useful lives of these assets are no longer appropriate. Each impairment test is based on a comparison of undiscounted cash flows to the recorded value of the asset. If any impairment is indicated, the asset is written down to its estimate fair value determined on a discounted cash flow basis. For the period from January 1, 2019 through January 31, 2019 and the year ended December 31, 2018, the Company does not believe any impairment of its long-lived assets has occurred.

Revenue recognition (FASB ASC 605): The Company derives revenue by providing software as a service (SaaS) to the customer in which the customer does not have the rights to the software license itself but can use the hosted software for the contracted term. As a result, the Company recognizes revenue from these arrangements in accordance with FASB ASC Topic 605, "*Revenue Recognition*" during the year ended December 31, 2018. In accordance with the guidance, the Company accounts for its customer arrangements as service contracts.

Revenue is recognized only when persuasive evidence of an arrangement exists, the fee is fixed or determinable, the product or service has been delivered, and collectability of the resulting receivable is probable.

During the year ended December 31, 2018, SaaS revenue was recognized ratably over the term of the related contract, assuming all revenue recognition criteria had been met. SaaS fees are paid by customers for rights to access the Company's online search technology and database of business people and companies pursuant to subscription agreements with defined terms. The Company's subscription agreements also generally provide an annual level of usage for the ability to generate lists and data append services. These contracts also provide the rate at which the customer must pay for usage above and beyond the annual allowable level. Any excess over the annual level of usage requires the customer to pay an additional fee and associated revenue from the ability to use these additional lists or data append services is recognized ratably over the period of availability. Remaining usage expires upon the expiration of the subscription term to the extent unused. Revenue for the annual usage fee is recognized ratably over the subscription term as the pattern of performance is not determinable.

Deferred revenue represent amounts billed or received in advance of satisfying the revenue recognition policy described above and includes $8,232,322 that is included in both accounts receivable and deferred revenue at December 31, 2018, respectively. The Company believes that it has an enforceable collection right pursuant to the related contracts.

Revenue recognition (FASB ASC 606): During the period from January 1, 2019 through January 31, 2019, the Company adopted ASU 2014-09, *"Revenue from Contracts with Customers"* (ASC 606). The Company adopted ASC 606 on January 1, 2019 utilizing the modified retrospective method which requires the standard to be adopted for the period beginning January 1, 2019 with no change to the year ended December 31, 2018. Results for the period from January 1, 2019 through January 31, 2019 are presented under ASC 606, while prior period amounts are not adjusted and continue to be reported under accounting standards in effect for the prior periods. The Company recorded an adjustment to accumulated deficit on January 1, 2019 due to the cumulative impact of adopting ASC 606. See Note 3 for the required disclosures related to the impact of adopting this standard.

In accordance with ASC 606, revenue is recognized when a customer obtains control of promised goods and services. ASC 606 requires disclosures of the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers.

The core principle of the standard is to recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the Company expect to be entitled in exchange for those goods or services. To achieve that core principle, the Company applies the following five step model:

1. Identify the contract with the customer;

2. Identify the performance obligations in the contract;

3. Determine the transaction price;

4. Allocate the transaction price to the performance obligations in the contract; and

5. Recognize revenue when (or as) each performance obligation is satisfied.

The Company generally recognizes revenue for subscription contracts ratably over the contractual term, beginning on the date that the service is made available to the customer. Deferred revenue results from amounts billed to customers in advance or cash received from customers in advance of the satisfaction of performance obligations.

The transaction price is the amount of consideration to which the Company expects to be entitled in exchange for transferring goods and services to the customer. Revenue is recorded based on the transaction price, which includes estimates of variable consideration. The amount of variable consideration included in the transaction price is constrained and is included only to the extent it is probable that a significant reversal of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is subsequently resolved. The Company recorded variable consideration of $98,000 during the period from January 1, 2019 through January 31, 2019. The Company recorded a $435,912 adjustment to accumulated deficit related to variable consideration upon adoption of ASC 606 (Note 3).

Deferred revenue represent amounts billed or received in advance of satisfying the revenue recognition policy described above and includes $2,886,392 that is included in both accounts receivable and deferred revenue at January 31, 2019. The Company believes that it has an enforceable collection right pursuant to the related contracts.

Contract costs: During the period from January 1, 2019 through January 31, 2019, the Company adopted FASB ASC 340-40 - *Other Assets and Deferred Costs—Contracts with Customers* as part of the ASU 2014-09. Sales commissions paid to sales personnel are considered incremental and recoverable costs of obtaining a contract with a customer. Sales commissions for initial contracts are capitalized and amortized on a straight-line basis over three years which represents the expected benefit period of the associated contracts. The Company determines the period of benefit by taking into consideration the historical and expected durations of customer contracts, the expected useful life of the technology, and other factors. Sales commissions for renewal contracts are generally deferred and amortized on a straight-line basis over the related contractual renewal period, which is generally one year. Amortization expense related to capitalized commissions is included as a component of sales and marketing expense in the accompanying consolidated statement of operations. Total capitalized commissions as of January 31, 2019 were $3,585,122. Prior to adoption of FASB ASC 340-40, sales commissions were expensed as incurred.

The Company recorded an adjustment to accumulated deficit on January 1, 2019 due to the cumulative impact of adopting ASC 340-40 of $3,280,346. During the period from January 1, 2019 through January 31, 2019, the Company capitalized commissions of $536,565 and recorded amortization expense of $231,789. See Note 3 for required disclosures related to the impact of adopting this standard.

The Company applies a practical expedient to expense costs as incurred for costs to obtain a contract when the amortization period is one year or less.

Advertising costs: Costs related to advertising are expensed as incurred. Advertising costs include tradeshows, promotional items, marketing consultants, and direct marketing. For the period from January 1, 2019 through January 31, 2019 and the year ended December 31, 2018, total advertising expenses were $164,759 and $2,771,005, respectively.

Research and development costs and software development costs: Research and development costs are expensed as incurred except for internal software development costs that qualify for capitalization. Research and development costs consist of personnel costs for the design, deployment, testing and enhancement of the Company’s technology. For development costs related to the Company’s cloud-based service, the Company capitalizes costs incurred during the application development stage. Costs related to preliminary project activities and post-implementation activities are expensed as incurred. The Company did not incur any material qualifying costs during the application development stage during the period from January 1, 2019 through January 31, 2019 or the year ended December 31, 2018. Costs charged to expense relating to research and development totaled $1,663,534 and $13,093,595 for the period from January 1, 2019 through January 31, 2019 and the year ended December 31, 2018, respectively.

Stock-based compensation: The Company accounts for equity-based employee compensation arrangements in accordance with ASC 718, *Compensation-Stock Compensation*. The Company records stock-based compensation expense based on the estimated fair value of the equity instrument using the Black-Scholes option pricing model to determine the weighted-average fair value of options granted. In accordance with ASC 718, the Company recognizes the compensation cost of stock-based awards on a straight-line basis over the requisite service period.

Redeemable stock: On August 11, 2017, the Company entered into a Securities Purchase Agreement (the Agreement) with GHP Zoom Investor LLC (Parent Company), an affiliate of Great Hill Equity Partners VI LP (Acquirer), for the acquisition of 55% of the Company’s equity interest through a leverage recapitalization transaction (Recapitalization). In connection with the close of the Recapitalization, the Company agreed to a mandatory repurchase of certain shares of stock at a specified future date. The Company agreed to purchase and the shareholders agreed to sell the shares of Series A Common Stock (Mandatorily Redeemable Equity Securities) at a date no later than July 31, 2018 (Mandatory Redemption Date) at a price per share determined based on a multiple of billings for the 12 month period ended June 30, 2018. Consistent with the guidance in ASC 480, *Distinguishing Liabilities from Equity*, the Mandatorily Redeemable Equity Securities are recognized as a liability and measured at fair value on the date of issuance. Subsequent measurement of the liability for the Mandatorily Redeemable Equity Securities is fair value. The Company recorded a share redemption liability of $41,912,000 at December 31, 2017. During the year ended December 31, 2018, the Company repurchased 17,079,761 shares of Mandatorily Redeemable Equity Securities for total cash consideration of $55,999,015. As a result, during the year ended December 31, 2018, the Company recorded a loss of $14,087,015 upon purchase of Mandatorily Redeemable Equity Securities.

Income taxes: The Company utilizes the asset and liability method of accounting for income taxes. Under this method, deferred tax assets and liabilities are determined based upon differences between financial reporting and tax basis of assets and liabilities and for net operating loss carryforwards, measured using the enacted tax rates and laws that will be in effect when differences are expected to reverse. Valuation allowances are provided, if based upon the weight of available evidence, it is more likely than not that some or all of the deferred tax assets will not be realized.

The Company follows the provisions of applicable accounting standards relative to accounting for uncertainties in tax positions. Under these provisions, the Company recognizes the tax benefit of tax positions to the extent that the benefit will more likely than not be realized. The determination as to whether the tax benefit will more likely than not be realized is based upon the technical merits of the tax positions as well as the consideration of available facts and circumstances.

Recent accounting pronouncements:

Recently Adopted Accounting Pronouncements

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers (Topic 606)*, requiring an entity to recognize the amount of revenue to which it expects to be entitled for the transfer of promised goods or services to customers. The updated standard will replace most existing revenue recognition guidance in U.S. GAAP when it becomes effective and permits the use of either a full retrospective or retrospective with cumulative effect transition method. In August 2015, the FASB issued ASU 2015-14, which defers the effective date of ASU 2014-09 one year making it effective for annual reporting periods beginning after December 15, 2018. The Company adopted ASC 606 on January 1, 2019 using the modified retrospective method. Under this approach, the new standard applies to all new contracts initiated on or after January 1, 2019. For existing contracts that had remaining obligations as of January 1, 2019, any difference between the recognition criteria in ASC 606 and the Company’s legacy revenue recognition practices was recognized using a cumulative effect adjustment to the opening balance of accumulated deficit (Note 3).

In March 2016, the FASB issued ASU 2016-09, *Compensation — Stock Compensation (Topic 718): Improvements to Employee Share-Based Payment Accounting* (ASU 2016-09). ASU 2016-09 simplifies several aspects of the accounting for equity-based payment awards, including: (a) the income tax consequences, (b) classification of the awards as either equity or liabilities, (c) classification on the statement of cash flows and (d) accounting for forfeitures as they occur. ASU 2016-09 is effective for final financial statement periods beginning after December 15, 2017. The Company adopted this guidance during the year ended December 31, 2018. The adoption of this guidance did not materially impact the financial statements (Note 11).

Recent Accounting Pronouncements Not Yet Adopted

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)*. The guidance in this ASU supersedes the leasing guidance in Topic 840, *Leases*. Under the new guidance, lessees are required to recognize lease assets and lease liabilities on the balance sheet for all leases with terms longer than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the income statement. The new standard is effective for fiscal years beginning after December 15, 2020, including interim periods within those fiscal years. A modified retrospective transition approach is required for lessees for capital and operating leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements, with certain practical expedients available. The Company did not evaluate the impact of adopting the guidance due to the sale of the Company as disclosed within Note 15.

In January 2017, the FASB issued ASU No. 2017-04, *Intangibles-Goodwill and Other* (Topic 350), which eliminates the requirement to compare the implied fair value of reporting unit goodwill with the carrying amount of that goodwill (commonly referred to as Step 2) from the goodwill impairment test. The new standard does not change how a goodwill impairment is identified. The Company will continue to perform quantitative and qualitative goodwill impairment test by comparing the fair value of each reporting unit to its carrying amount, but if the Company is required to recognize a goodwill impairment charge, under the new standard the amount of the charge will be calculated by subtracting the reporting unit’s fair value from its carrying amount. Under the prior standard, if the Company were required to recognize a goodwill impairment charge, Step 2 required to calculate the implied value of goodwill by assigning the fair value of a reporting unit to all of its assets and liabilities as if that reporting unit had been acquired in a business combination and the amount of the charge was calculated by subtracting the reporting unit’s implied fair value of goodwill from its actual goodwill balance. The new standard is effective for annual reporting periods beginning after December 15, 2021, with early adoption permitted, and should be applied prospectively from the date of adoption. The Company did not evaluate the impact of adopting the guidance due to the sale of the Company as disclosed within Note 15.

Note 3 - Revenue from Contracts with Customers

On January 1, 2019, the Company adopted ASU 2014-09, *Revenue from Contracts with Customers* (Topic 606), utilizing the modified retrospective method applied to those contracts that were not completed as of December 31, 2018. Results for the period from January 1, 2019 through January 31, 2019 are presented under Topic 606, while prior period amounts are not adjusted and continue to be reported under accounting standards in effect for the prior period. The Company recorded a net decrease to beginning accumulated deficit of $2,088,212 on January 1, 2019. The net decrease to beginning accumulated deficit is due to an adjustment for capitalized commissions of $3,280,346 which was offset by a $435,912 adjustment to deferred revenue and a $756,222 reduction to the income tax benefit. The adjustment to deferred revenue is the result of the Company recording variable consideration.

The impact of adopting ASC 606 and ASC 340-40 during the period from January 1, 2019 through January 31, 2019 on the consolidated statement of operations is outlined below:

	As Reported	Under ASC 605	Impact of ASC 606
Revenue	$ 9,693,329	$ 9,791,329	$ (98,000)
Operating expenses	8,042,952	8,347,737	(304,785)
Income from operations	$ 1,650,377	$ 1,443,592	$ 206,785
Loss before income taxes	$ 645,059	$ 438,274	$ 206,785
Income tax benefit (provision)	(136,228)	619,994	(756,222)
Net loss	$ 781,287	$ (181,720)	$ 963,007

Revenue by geography is determined by the domicile of the Company's contracting entity. All customer contracts are with the Company's U.S. entity, therefore 100% of the Company's revenue is designated as U.S. revenue. Due to the SaaS based nature of the Company's service, it is possible that some of our customers use the service outside of the U.S.

All of the Company's revenue is recognized over time based on the contractual term of the SaaS offering.

Changes in deferred revenue during the period from January 1, 2019 through January 31, 2019 were as follows:

Deferred revenue, as of January 1, 2019	$ 67,535,004
ASC 606 adjustments	435,912
Billings	9,986,245
Revenue recognized	(9,693,329)
Deferred revenue, January 31, 2019	$ 68,263,832

Note 4 - Business Combinations

Yonatan Institute- On August 27, 2018, the Company acquired 100% of Yonatan Institute for Research Ltd. (Yonatan Institute), an affiliate not under common control of the Company located in Israel. Yonatan Institute has provided services to the Company since 2012 and the seller is the founder and former Chief Executive of the Company. The Company paid $535,490 for all rights, title and interest as well as equitable shares in the subsidiary. Upon consummation of the transaction, the Company changed the name of the Israel entity to Zoom Information Israel Ltd. and the former owner retained the naming rights of Yonatan Institute. The consideration consisted of a cash contribution of $203,841, net of cash acquired of $331,649.

Note 4 - Business Combinations (Continued)

The following summarizes the estimated fair value of assets acquired and liabilities assumed:

Current assets	$	501,311
Current liabilities		(416,364)
Property and equipment		118,894
Fair value of assets acquired and liabilities assumed	$	203,841

Datanyze- On September 18, 2018, the Company entered into a share purchase agreement to acquire all of the issued and outstanding shares of Datanyze, Inc. and Datanyze Rus, LLC (Datanyze) for a total purchase price of $14,471,955. The consideration consisted of a cash contribution totaling $1,863,878, net of cash acquired and proceeds from notes payable of $12,608,077 (Note 7). Datanyze is utilizing technographic data for sales and marketing efforts to provide customers with real-time insights of a company's technology choices and buying signals.

The Company, with the assistance of external valuation specialists, allocated the purchase price to its identifiable tangible and intangible assets and liabilities, with the remaining amount classified as goodwill.

The following summarizes the estimated fair value of assets acquired and liabilities assumed:

Accounts receivable	$	323,070
Prepaid expenses and other current assets		194,104
Tradenames		80,000
Developed technology		430,000
Customer relationships		1,260,000
Non-competition agreements		220,000
Accrued expenses		(650,416)
Accounts payable		(127,365)
Deferred revenue		(1,000,000)
Goodwill		13,742,562
Fair value of assets acquired and liabilities assumed	$	14,471,955

Note 5 - Property and Equipment

Property and equipment consists of the following as of January 31, 2019 and December 31, 2018:

		2019		2018
Computer software and equipment	$	1,766,809	$	1,398,137
Leasehold improvements		1,684,108		169,537
Furniture and fixtures		3,069,958		63,324
		6,520,875		1,630,998
Less: accumulated depreciation		(795,702)		(686,482)
	$	5,725,173	$	944,516

Depreciation expense for the period from January 1, 2019 through January 31, 2019 and the year ended December 31, 2018 was $109,220 and $648,853, respectively. During the year ended December 31, 2018, the Company sold property and equipment for total proceeds of $130,000 and recorded a gain on the sale of $72,943.

Note 6 - Intangible Assets and Goodwill

Intangible assets consist of the following at January 31, 2019:

	Amortization Period	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Trade names	2-7 years	$ 7,114,000	$ (1,496,415)	$ 5,617,585
Developed technology	4-7 years	52,413,000	(10,990,951)	41,422,049
Customer relationships	5-9 years	$ 9,379,000	$ (1,424,210)	$ 7,954,790
Non-competition agreements	3 years	220,000	(27,209)	192,791
Total intangibles		$ 69,126,000	$ (13,938,785)	$ 55,187,215

Intangible assets consist of the following at December 31, 2018:

	Amortization Period	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Trade names	2-7 years	$ 7,114,000	$ (1,409,343)	$ 5,704,657
Developed technology	4-7 years	52,413,000	(10,363,148)	42,049,852
Customer relationships	5-9 years	$ 9,379,000	$ (1,328,034)	8,050,966
Non-competition agreements	3 years	220,000	(21,098)	198,902
Total intangibles		$ 69,126,000	$ (13,121,623)	$ 56,004,377

Amortization expense for intangible assets was $817,162 and $9,467,672 for the period from January 1, 2019 through January 31, 2019 and the year ended December 31, 2018, respectively. Of this expense, $627,804 and $7,456,004 is included in cost of revenue for the period from January 1, 2019 through January 31, 2019 and the year ended December 31, 2018, respectively, with the remainder included within depreciation and amortization in the accompanying consolidated statements of operations.

Based on the current amount of intangible assets subject to amortization, the amortization expense for each of the succeeding years is as follows:

2019	$ 8,988,782
2020	9,795,035
2021	9,744,647
2022	9,662,750
2023	9,512,618
Thereafter	7,483,383
	$ 55,187,215

Note 6 - Intangible Assets and Goodwill (continued)

The changes in intangible assets subject to amortization were as follows as of December 31, 2018 and January 31, 2019:

Balance as of December 31, 2017	$	63,482,049
Addition of Datanyze intangible assets		1,990,000
Amortization expense		(9,467,672)
Balance as of December 31, 2018		56,004,377
Amortization expense		(817,162)
Balance as of January 31, 2019	$	55,187,215

Goodwill consisted of the following as of December 31, 2018 and January 31, 2019:

Balance as of December 31, 2017	$	155,173,906
Acquisition of Datanyze		13,742,562
Balance as of December 31, 2018 and January 31, 2019	$	168,916,468

Note 7 - Long-Term Debt

On August 11, 2017, the Company entered into a credit agreement (Credit Agreement) which consisted of a $80,000,000 term loan (Term Loan) and a $5,000,000 revolving commitment (Revolver). The maturity date of the Credit Agreement is August 10, 2022, and contains various covenants, restrictions and provisions. The interest rate per annum of the Term Loan is variable and based upon Base Rate Loans or LIBOR Loans. The applicable margin is 5% per annum on Base Rate Loans and 6% per annum on LIBOR Loans. The Base Rate refers to the greater of the Prime Rate; the sum of the Federal Funds Rate + .5%; 1-month LIBOR plus the difference of the applicable margin for LIBOR Loans (6%) and the applicable market for Base Loans (5%); and 2% per annum. The LIBOR rate refers to the greater of a rate equal to the offered rate for deposits for the applicable interest period as selected by the borrower and 1%. In the event of a default, the applicable margin shall be increased by 2%. The Revolver bears a commitment fee equal to 0.5% per annum calculated on 360 day year, for the balance upon which the revolving loan commitment exceeds the average daily revolving outstanding balance. The Credit Agreement requires quarterly principal payments on the Term Loan. Repayment of the Term Loan is at an aggregate principal amount equal to 0.25% of the principal on the close date, due and payable on the last business date of each calendar quarter, with payments commencing the last day of September 2017. Repayment of the Revolver is due in full on the termination date of the Revolver. The Company incurred origination costs of $1,987,500 which were recorded as a debt discount and are being expensed over the term of the Credit Agreement.

On July 10, 2018, the Company amended its Credit Agreement (First Credit Amendment). The First Credit Amendment increased the outstanding Term Loan from $80,000,000 to $130,000,000. The proceeds from the First Credit Amendment were utilized for the settlement of the share redemption obligation (Note 2). The First Credit Amendment matures on August 10, 2022, requires quarterly payment of 0.25% of the aggregate principal outstanding and requires the Company to maintain various covenants, restrictions and provisions. The First Credit Amendment was considered a debt modification in accordance with FASB ASC 405-20, *Liabilities/Extinguishment of Liabilities* and FASB ASC 470-50, *Debt-Modifications and Extinguishments*. As a result of the modification, the Company incurred additional financing costs directly to the lender of $1,085,000 which were recorded as a debt discount.

On September 19, 2018, the Company amended its Credit Agreement (Second Credit Amendment). The Second Credit Amendment increased the outstanding Term Loan from $130,000,000 to $143,100,000. The proceeds from the Second Credit Amendment were utilized to fund the Company's acquisition of Datanyze (Note 4). The Second Credit Amendment matures on August 10, 2022, requires quarterly payment of 0.25% of the aggregate principal outstanding and requires the Company to maintain various covenants, restrictions and provisions. The Second Credit Amendment was considered a debt modification in accordance with FASB ASC 405-20, *Liabilities/Extinguishment of Liabilities* and FASB ASC 470-50, *Debt-Modifications and Extinguishments*. As a result of the modification, the Company incurred additional financing costs directly to the lender of $491,923 which were recorded as a debt discount.

Note 7 - Long-Term Debt (continued)

At January 31, 2019 and December 31, 2018, the Company had $0 outstanding on the Revolver and $136,617,250 outstanding on the Term Loan. During the year ended December 31, 2018, the Company made an excess cash flow payment of $5,000,000 on the outstanding principal. No principal payments were made during the period from January 1, 2019 through January 31, 2019. The interest rate on the Term Loan as of January 31, 2019 was 8.80%.

During the period from January 1, 2019 through January 31, 2019 and the year ended December 31, 2018, the Company recorded non-cash interest expense related to the amortization of the debt discount of $65,565 and $537,814, respectively.

Future minimum contractual principal payment obligations due per the Company's credit agreements are as follows as of January 31, 2019:

Years Ending December 31,		
2019	$	1,431,000
2020		1,431,000
2021		1,431,000
2022		132,324,250
Total		136,617,250
Less: current portion of notes payable		(1,431,000)
Less: unamortized debt discount		(2,797,016)
Notes payable, net of current portion	$	132,389,234

Note 8 - Related Party Transactions

During the year ended December 31, 2018, the Company paid a $50,000 management fee to certain holders of Preferred Stock. No management fees were paid during the period from January 1, 2019 through January 31, 2019. Prior to the acquisition of Yonatan Institute (Note 4), the Company paid $3,131,691 during the year ended December 31, 2018 for consulting and management services to Yonatan Institute which was owned by an entity that owned 12% of the Company's common stock.

Note 9 - Preferred Stock

As of January 31, 2019, the Company had 28,333,340 shares of $0.02 par value Series C Convertible Preferred Stock (Series C Preferred), 8,533,320 shares of $0.02 par value Series A Convertible Preferred Stock (Series A Preferred) and 80,000,000 shares of $0.02 par value Series 1 Convertible Preferred Stock (Series 1 Preferred) authorized for issuance. The Company has 53,944,487 shares of Series 1 Preferred Stock outstanding and no shares of Series C Preferred or Series A Preferred outstanding as of January 31, 2019 and December 31, 2018, respectively.

Rights, preferences and privileges of the Series 1 Preferred, Series C Preferred and the Series A Preferred (collectively, the Preferred Stock) are as follows:

Voting rights: The holders of Preferred Stock are entitled to such number of votes per share as is equal to the number of shares of common stock into which each share of such Preferred Stock could be converted.

Dividends: The Series 1 Preferred Stock accrues dividends at a rate of 8% of the original issue price, plus previously accrued dividends, compounded annually, whether or not declared by the Board of Directors. Accrued dividends are payable only when and if declared by the Board of Directors. At January 31, 2019, accumulated (but undeclared) dividends amounted to $9,719,735. No dividends were declared or paid by the Company during the period from January 1, 2019 through January 31, 2019 or the year ended December 31, 2018.

Conversion: Each outstanding share of Preferred Stock will convert into one share of Series V Common Stock concurrently with the closing of the earlier of the sale of all or substantially all assets of the Company, the acquisition of the Company by another entity by way of merger or consolidation such that the Company is public offering of the Company's Common Stock in which the gross proceeds to the Company are no less than $25,000,000.

Note 9 - Preferred Stock (continued)

Additionally, each share of Series A Preferred is convertible into Series V Common Stock, at the option of the holder at any time upon notice to the Company. Each share of Series C Preferred and Series 1 Preferred are convertible, at the option of the holder at any time upon notice to the Company, into such number of fully paid and nonassessable shares of Series V Common Stock as is determined by dividing the base price by the respective series conversion price in effect at the time of conversion.

Liquidation: Upon the liquidation, dissolution, or winding up of the Company holders of shares of Preferred Stock are entitled on a pari passu basis to be paid out of the assets of the Corporation available for distribution before any payment shall be made to Common Stock. Payable in an amount per share equal to the greater of (i) the applicable Original Issue Price for such series, plus any Accruing Dividends, regardless of whether they have been declared, plus any other dividends declared and unpaid, and (ii) such amount per share as would have been payable had all shares of the series of Preferred Stock been converted into Series V Common Stock at the applicable conversation rate immediately prior to the liquidation. All outstanding shares of Series A Preferred shall automatically convert to shares of Common Stock based on a deemed liquidation event as defined within the Articles of Incorporation. The Preferred Stock is classified outside of permanent equity because the underlying agreement includes a deemed liquidation provision.

Note 10 - Common Stock

As of January 31, 2019 the Company had 37,763,000 shares of $0.02 par value Series A Common Stock (Series A Common), 54,959,650 shares of $0.01 par value Series B Common Stock (Series B Common) and 237,723,310 shares of $0.02 par value Series V Common Stock (Series V Common) authorized, respectively.

The rights, preferences, and privileges of the Series A Common, Series B Common and Series V Common (collectively the Common Stock) are as follows:

Voting rights: The holders of Series A Common and Series V Common are entitled to one vote for each share held. The Series B Common is nonvoting stock. Additionally, the affirmative vote of at least a majority of the outstanding shares of Series A Preferred Stock, Series C Preferred Stock and Series V Common Stock, counted together as one class, and, separately, a majority of Series A Common Stock, voting as a class, is required for certain stockholder actions to carry.

Conversion: Each outstanding share of Series A Common and Series B Common will automatically convert into one share of Series V Common concurrently with the closing of the earlier of the sale of all or substantially all assets of the Company, the acquisition of the Company by another entity by way of merger or consolidation such that the Company is not the surviving entity, or the first underwritten public offering of the Company's Common Stock, in which the gross proceeds to the Company are no less than $25 million.

Additionally, each outstanding share of Series A Common is convertible into Series V Common, at the option of the holder, at any time upon notice to the Company.

Dividends: Dividends may be declared and paid on the Common Stock if and when determined by the Board of Directors. No such dividends were declared or paid during the period from January 1, 2019 through January 31, 2019 or the year ended December 31, 2018. Dividends are not cumulative and do not accrue.

Note 11 - Stock Compensation Plan

During 2017, the Company adopted the 2017 Stock Plan (the “2017 Plan”). The 2017 Plan permits the grant of incentive and non-statutory stock options, for the purchase of up to an aggregate of 8,700,000 shares of Series B common stock to employees, directors, and consultants. During 2018, the Company increased the aggregate number of Series B common stock available for issuance to 11,300,000 shares. As of January 31, 2019, 828,240 shares were available for grant under the 2017 Plan. The Board of Directors may at any time, amend, alter, suspend or terminate the 2017 Plan.

The per share exercise price for the shares to be issued pursuant to the exercise of an option will be determined by the Board of Directors, but will be no less than 100% of the fair market value per share on the date of the grant. Stock options generally vest ratably over four years and expire ten years from the date of grant.

Note 11 - Stock Compensation Plan (continued)

All options granted to date are exercisable into Class B common stock. The following table summarizes option activity under the 2017 Plan for the period from January 1, 2019 through January 31, 2019 and the year ended December 31, 2018:

	Number of Options	Weighted Average Exercise Price
Outstanding at December 31, 2017	$ —	$ —
Granted	10,967,000	1.50
Exercised	(162,240)	0.58
Canceled	(302,580)	2.26
Outstanding at December 31, 2018	$ 10,502,180	$ 0.58
Granted	—	—
Exercised	(13,600)	0.58
Canceled	(4,520)	0.58
Outstanding at January 31, 2019	$ 10,484,060	$ 0.58

The determination of the fair value of stock-based payment awards utilizing the Black-Scholes model is affected by the stock price and a number of assumptions, including expected volatility, expected term, risk-free interest rate and expected dividends. The Company does not have a history of market prices of its common stock as it is not a public company, and as such volatility is estimated using historical volatilities of similar public entities. The expected life of the awards is estimated based on the estimated time until a distributable event. The risk free interest rate assumption is based on observed interest rates appropriate for the terms of the awards. The dividend yield assumption is based on the history and expectation of paying no dividends. Forfeitures are accounted for as they occur.

The weighted-average fair value of stock options granted during the year ended December 31, 2018, under the Black-Scholes option pricing model were $0.17 per share. There were no options granted during the period from January 1, 2019 through January 31, 2019. The fair value of stock options issued to employees was calculated with the following assumptions:

	2018
Risk-free interest rate	2.27-3.05%
Expected dividend yield	0%
Expected life of option	5-6.08 years
Volatility factor	39-41%

The Company recorded stock-based compensation expense in connection with option awards of $45,351 and $568,185 for the period from January 1, 2019 through January 31, 2019 and the year ended December 31, 2018, respectively. As of January 31, 2019, there was $1,217,462 of unrecognized compensation expense related to unvested option awards that is expected to be recognized over a weighted average period of 2.72 years.

Note 12 - Income Taxes

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of the assets and liabilities for financial reporting purposes and the amounts used for income tax purposes and net operating loss carryforwards.

Note 12 - Income Taxes (continued)

The federal and state income tax provision (benefit) for the period from January 1, 2019 through January 31, 2019 and the year ended December 31, 2018 is as follows:

	2019	2018
Current tax expense:		
Federal	$ —	$ —
State	72,682	257,276
	72,682	257,276
Deferred tax benefit		
Federal	(453,891)	(2,922,971)
State	244,981	(2,246,930)
	(208,910)	(5,169,901)
Income tax benefit	$ (136,228)	$ (4,912,625)

Deferred tax assets and liabilities consist of the following at January 31, 2019 and December 31, 2018:

	2019	2018
Net operating loss carryforwards	$ 221,864	$ 472,081
Research and development tax credit carryforwards	2,101,617	1,702,844
Accrued expenses	(988,311)	(49,140)
Other temporary differences	(20,552)	(37,942)
Intangible assets	(12,500,882)	(12,690,821)
Interest limitation	1,037,671	896,713
Deferred revenue	679,264	784,277
Net deferred tax liability	$ (9,469,299)	$ (8,921,988)

As of January 31, 2019, the Company had federal and state net operating loss carryforwards of $115,071 and $106,793, respectively. The Company has federal and state research and development credit carryforwards of $1,268,642 and $832,975, respectively, which expire at various dates through 2028.

As of December 31, 2018, the Company had federal and state net operating loss carryforwards of $318,393 and $153,688, respectively. The Company has federal and state research and development credit carryforwards of $869,869 and $832,975, respectively, which expire at various dates through 2028.

Note 13 - Employee Benefit Plan

The Company established a defined contribution savings plan under Section 401(k) of the Internal Revenue Code. This plan covers substantially all U.S. employees who meet minimum age and service requirements and allows participants to defer a portion of their annual compensation on a pre-tax basis. Company contributions to the plan are discretionary and no such contributions were made during the period from January 1, 2019 through January 31, 2019 or the year ended December 31, 2018.

During the year ended December 31, 2018, the Company accrued for distributions totaling $2,785,522 to eligible employees in accordance with the Profit Sharing Plan which were paid during the period from January 1, 2019 through January 31, 2019. During the period from January 1, 2019 through January 31, 2019, the Company accrued for bonuses of $233,000 as the Profit Sharing Plan was terminated as a result of the acquisition by DiscoverOrg Holdings, LLC (Note 15).

Note 14 - Commitments and Contingencies

Operating leases: The Company leases office space under a non-cancelable operating lease for its headquarters in Waltham, Massachusetts. The amendment entered into on August 31, 2017 provides for total monthly payments of $83,110. The August 31, 2017 amendment extended the term of the lease agreement through June 30, 2023. The Company leases office space under a non-cancelable operating lease for its satellite office in Grand Rapids, Michigan. Total monthly rent is $2,900 for the term of the lease. The Company has tenant at will arrangements for its facilities in Israel and Russia.

On January 7, 2019, the Company entered into a non-cancelable operating lease for its headquarters in Waltham, Massachusetts. The Company moved their corporate headquarters from the Waltham, MA space noted above. The lease ends on January 31, 2031 and includes a free rent period of thirteen months with monthly rent of $265,560 thereafter. The future minimum lease payment schedule below has been updated to include the future commitments under the new lease.

Rent expense, including operating costs, for the period from January 1, 2019 through January 31, 2019 and the year December 31, 2018 totaled $148,093 and $1,372,168, respectively.

Future minimum lease payments due under this non-cancelable lease agreement are as follows as of January 31, 2019:

2019	$ 1,360,566
2020	3,043,396
2021	3,186,723
2022	3,186,723
2023	3,186,723
Thereafter	22,572,621
	$ 36,536,752

Contingencies: From time to time, the Company may become involved in various legal matters arising in the ordinary course of business. Management is unaware of any matters requiring accrual or disclosure for related losses in the consolidated financial statements.

Note 15 - Subsequent Events

The Company has evaluated subsequent events through November 22, 2019, which is the date the consolidated financial statements were available to be issued. The Company determined the following item was required to be disclosed in these consolidated financial statements.

On February 1, 2019, 100% of the outstanding shares of the Company was acquired by DiscoverOrg Holdings, LLC.

Through and including , (the 25th day after the date of this prospectus), all dealers effecting transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to a dealer's obligation to deliver a prospectus when acting as an underwriter and with respect to an unsold allotment or subscription.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 13. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION.

The following table sets forth the expenses payable by the Registrant expected to be incurred in connection with the issuance and distribution of the shares of Class A common stock being registered hereby (other than the underwriting discount). All of such expenses are estimates, other than the filing and listing fees payable to the Securities and Exchange Commission, the Financial Industry Regulatory Authority, Inc., and the Nasdaq.

Filing Fee—Securities and Exchange Commission	$	64,900
Fee—Financial Industry Regulatory Authority, Inc.		75,500
Listing Fee—Nasdaq		*
Fees of Transfer Agent		*
Fees and Expenses of Counsel		*
Fees and Expenses of Accountants		*
Printing Expenses		*
Miscellaneous Expenses		*
Total		*

* To be provided by amendment.

ITEM 14. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

Section 102(b)(7) of the Delaware General Corporation Law (the “DGCL”) allows a corporation to provide in its certificate of incorporation that a director of the corporation will not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except where the director breached the duty of loyalty, failed to act in good faith, engaged in intentional misconduct or knowingly violated a law, authorized the payment of a dividend or approved a stock repurchase or redemption in violation of Delaware corporate law, or obtained an improper personal benefit. Our amended and restated certificate of incorporation provides for this limitation of liability.

Section 145 of the DGCL (“Section 145”) provides, among other things, that a Delaware corporation may indemnify any person who was, is, or is threatened to be made party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of such corporation), by reason of the fact that such person is or was an officer, director, employee, or agent of such corporation or is or was serving at the request of such corporation as a director, officer, employee, or agent of another corporation or enterprise against expenses (including attorneys’ fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit, or proceeding, provided such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the corporation’s best interests and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was illegal. A Delaware corporation may indemnify any persons who were or are a party to any threatened, pending, or completed action or suit by or in the right of the corporation by reason of the fact that such person is or was a director, officer, employee, or agent of another corporation or enterprise against expenses (including attorneys’ fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, provided such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the corporation’s best interests, provided further that no indemnification is permitted without judicial approval if the officer, director, employee, or agent is adjudged to be liable to the corporation. Where an officer or director is successful on the merits or otherwise in the defense of any action referred to above, the corporation must indemnify him or her against the expenses such officer or director has actually and reasonably incurred.

Section 145 also provides that the expenses incurred by a director, officer, employee, or agent of the corporation or a person serving at the request of the corporation as a director, officer, employee, or agent of another corporation or enterprise in defending any action, suit, or proceeding may be paid in advance of the final disposition of the action, suit, or proceeding, subject, in the case of current officers and directors, to the corporation's receipt of an undertaking by or on behalf of such officer or director to repay the amount so advanced if it shall be ultimately determined that such person is not entitled to be indemnified.

Section 145 further authorizes a corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation or enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the corporation would otherwise have the power to indemnify him or her under Section 145.

Our amended and restated bylaws provide that we must indemnify our directors and officers to the fullest extent authorized by the DGCL and must also pay expenses incurred in defending any such proceeding in advance of its final disposition upon delivery of an undertaking, by or on behalf of an indemnified person, to repay all amounts so advanced if it should be determined ultimately that such person is not entitled to be indemnified under our amended and restated bylaws or otherwise.

The indemnification rights set forth above shall not be exclusive of any other right which an indemnified person may have or hereafter acquire under any statute, provision of our amended and restated certificate of incorporation, provision of our amended and restated bylaws, agreement, vote of stockholders or disinterested directors, or otherwise.

We expect to maintain standard policies of insurance that provide coverage (1) to our directors and officers against loss arising from claims made by reason of breach of duty or other wrongful act and (2) to us with respect to indemnification payments that we may make to such directors and officers.

We intend to enter into indemnification agreements with our directors and executive officers. These agreements will require us to indemnify these individuals to the fullest extent permitted under Delaware law against liabilities that may arise by reason of their service to us, and to advance expenses incurred as a result of any proceeding against them as to which they could be indemnified. Insofar as indemnification for liabilities arising under the Securities Act of 1933, as amended (the "Securities Act"), may be permitted to directors or executive officers, we have been informed that, in the opinion of the Securities and Exchange Commission, such indemnification is against public policy and is therefore unenforceable.

The proposed form of Underwriting Agreement to be filed as Exhibit 1.1 to this Registration Statement provides for indemnification of our directors and officers signing this Registration Statement by the underwriters against certain liabilities.

ITEM 15. RECENT SALES OF UNREGISTERED SECURITIES.

On November 14, 2019, the Registrant issued 100 shares of the Registrant's Class B common stock, par value $0.01 per share, to ZoomInfo Holdings LLC (formerly DiscoverOrg Holdings, LLC), for $1.00. The issuance of such shares of Class B common stock was not registered under the Securities Act, because the shares were offered and sold in a transaction by the issuer not involving any public offering exempt from registration under Section 4(a)(2) of the Securities Act.

ITEM 16. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES.

(a) ***Exhibits.*** See the Exhibit Index immediately preceding the signature pages hereto, which is incorporated by reference as if fully set forth herein.

(b) ***Financial Statement Schedules.*** None.

ITEM 17. UNDERTAKINGS

(1) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers, and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer, or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question of whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

(2) The undersigned registrant hereby undertakes that:

(A) For purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(B) For the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

EXHIBIT INDEX

Exhibit No.	Description
1.1	Form of Underwriting Agreement**
3.1	Form of Amended and Restated Certificate of Incorporation of the Registrant
3.2	Form of Amended and Restated Bylaws of the Registrant
5.1	Opinion of Simpson Thacher & Bartlett LLP**
10.1	Form of Amended and Restated Limited Liability Company Agreement of ZoomInfo OpCo**
10.2	Form of Amended and Restated Limited Liability Company Agreement of ZoomInfo HoldCo**
10.3	Form of Exchange Tax Receivable Agreement**
10.4	Form of Reorganization Tax Receivable Agreement**
10.5	Form of Registration Rights Agreement
10.6	Form of Stockholders Agreement
10.7	Form of 2020 Omnibus Incentive Plan†**
10.8	Employee Stock Purchase Plan†**
10.9	Forms of equity award agreements under Omnibus Incentive 2020 Plan†**
10.10	First Lien Credit Agreement, dated as of February 1, 2019, among DiscoverOrg, LLC, DiscoverOrg Midco, LLC, the guarantors party thereto from time to time, Morgan Stanley Senior Funding, Inc., as administrative agent, collateral agent and L/C issuer, and the other lenders and L/C issuers party thereto*
10.11	Amendment No. 1 to the First Lien Credit Agreement, dated February 19, 2020, by and among DiscoverOrg, LLC, DiscoverOrg Midco, LLC, Morgan Stanley Bank, N.A., as the new term loan lender, the revolving credit lenders party thereto, Morgan Stanley Senior Funding, Inc., as administrative agent, collateral agent and L/C issuer*
10.12	First Lien Security Agreement, dated as of February 1, 2019, among DiscoverOrg, LLC, DiscoverOrg Midco, LLC, the grantors party thereto from time to time and Morgan Stanley Senior Funding, Inc., as collateral agent*
10.13	First Lien Holdings Guaranty, dated as of February 1, 2019, among DiscoverOrg Midco, LLC and Morgan Stanley Senior Funding, Inc., as administrative agent*
10.14	First Lien Subsidiary Guaranty, dated as of February 1, 2019, among the guarantors party thereto and Morgan Stanley Senior Funding, Inc., as administrative agent*
10.15	First Lien Intercompany Subordination Agreement, dated as of February 1, 2019, among DiscoverOrg, LLC, DiscoverOrg Midco, LLC, the subordinated creditors and obligors party thereto from time to time and Morgan Stanley Senior Funding, Inc., as administrative agent and collateral agent*
10.16	Second Lien Credit Agreement, dated as of February 1, 2019, among DiscoverOrg, LLC, DiscoverOrg Midco, LLC, the guarantors party thereto from time to time, Morgan Stanley Senior Funding, Inc., as administrative agent, collateral agent and L/C issuer, and the other lenders and L/C issuers party thereto*
10.17	Second Lien Security Agreement, dated as of February 1, 2019, among DiscoverOrg, LLC, DiscoverOrg Midco, LLC, the grantors party thereto from time to time and Morgan Stanley Senior Funding, Inc., as collateral agent*
10.18	Second Lien Holdings Guaranty, dated as of February 1, 2019, among DiscoverOrg Midco, LLC and Morgan Stanley Senior Funding, Inc., as administrative agent*
10.19	Second Lien Subsidiary Guaranty, dated as of February 1, 2019, among the guarantors party thereto and Morgan Stanley Senior Funding, Inc., as administrative agent*
10.20	Second Lien Intercompany Subordination Agreement, dated as of February 1, 2019, among DiscoverOrg, LLC, DiscoverOrg Midco, LLC, the subordinated creditors and obligors party thereto from time to time and Morgan Stanley Senior Funding, Inc., as administrative agent and collateral agent*
10.21	First Lien/Second Lien Intercreditor Agreement, dated as of February 1, 2019, among DiscoverOrg, LLC, DiscoverOrg Midco, LLC, the other grantors thereto from time to time, Morgan Stanley Senior Funding, Inc., as senior priority representative, Morgan Stanley Senior Funding, Inc., as second priority representative, and additional representatives party thereto from time to time*
10.22	Employment agreements with other named executive officers†**
10.23	Employment Agreement, dated August 26, 2018, by and between DiscoverOrg, LLC and Chris Hays†*
10.24	Compensation Letter, dated May 28, 2019, by and between DiscoverOrg Data, LLC and Chris Hays†*
10.25	Employment Agreement, dated December 21, 2018, by and between DiscoverOrg Data, LLC and Peter Cameron Hyzer†*
10.26	Form of HSKB Funds, LLC Subscription Agreement†*
10.27	Form of Class P Incentive Unit Agreement†*
10.28	Form of Indemnification Agreement**
21.1	Subsidiaries of the Registrant*
23.1	Consent of KPMG LLP
23.2	Consent of KPMG LLP
23.3	Consent of RSM US LLP
23.4	Consent of Simpson Thacher & Bartlett LLP (included as part of Exhibit 5.1)**
24.1	Power of Attorney (included in signature pages of this Registration Statement)*

* Previously filed.
** To be filed by amendment.
† Management contract or compensatory plan or arrangement.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Vancouver, State of Washington, on the 11th day of May, 2020.

ZOOMINFO TECHNOLOGIES INC.

By: /s/ Henry Schuck

Name: Henry Schuck
Title: Chief Executive Officer

POWER OF ATTORNEY

Each person whose signature appears below hereby constitutes and appoints Henry Schuck, Cameron Hyzer, and Anthony Stark, and each of them, any of whom may act without joinder of the other, the individual's true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for the person and in his or her name, place and stead, in any and all capacities, to sign this Registration Statement and any or all amendments, including post-effective amendments to the Registration Statement, including a prospectus or an amended prospectus therein and any Registration Statement for the same offering that is to be effective upon filing pursuant to Rule 462 under the Securities Act, and all other documents in connection therewith to be filed with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact as agents or any of them, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement and Power of Attorney have been signed by the following persons in the capacities indicated on the 11th day of May, 2020.

Signature	Title
/s/ Henry Schuck Henry Schuck	Chief Executive Officer and Chairman of the Board of Directors (principal executive officer)
* Todd Crockett	Director
* Mitesh Dhruv	Director
/s/ Keith Enright Keith Enright	Director
* Ashley Evans	Director
* Mark Mader	Director
* Patrick McCarter	Director
* Jason Mironov	Director
* D. Randall Winn	Director
/s/ Cameron Hyzer Cameron Hyzer	Chief Financial Officer (principal financial officer)
/s/ David Reid David Reid	Vice President of Accounting and Controller (principal accounting officer)

*By: /s/ Henry Schuck

Name: Henry Schuck

Title: Attorney-in-Fact

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

OF

ZOOMINFO TECHNOLOGIES INC.

The present name of the corporation is ZoomInfo Technologies Inc. (the "Corporation"). The Corporation was incorporated under the name "ZoomInfo Technologies Inc." by the filing of its original certificate of incorporation (the "Original Certificate of Incorporation") with the Secretary of State of the State of Delaware on November 14, 2019. This Amended and Restated Certificate of Incorporation of the Corporation (as the same may be amended and/or restated from time to time, the "Certificate of Incorporation"), which amends, restates and integrates the provisions of the Original Certificate of Incorporation, was duly adopted in accordance with the provisions of Sections 242 and 245 of the General Corporation Law of the State of Delaware and by the written consent of the stockholders in accordance with Section 228 of the General Corporation Law of the State of Delaware. The Original Certificate of Incorporation of the Corporation is hereby amended and restated to read in its entirety as follows:

ARTICLE I

Section 1.1. Name. The name of the Corporation is ZoomInfo Technologies Inc. (the "Corporation").

ARTICLE II

Section 2.1. Address. The registered office of the Corporation in the State of Delaware is 1209 Orange Street, City of Wilmington, County of New Castle, 19801; and the name of the Corporation's registered agent at such address is The Corporation Trust Company.

ARTICLE III

Section 3.1. Purpose. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may now or hereafter be organized under the General Corporation Law of the State of Delaware (the "DGCL").

ARTICLE IV

Section 4.1. Capitalization. The total number of shares of all classes of stock that the Corporation is authorized to issue is [__________] shares, divided into three classes as follows: (i) [_________] shares of Preferred Stock, par value $0.01 per share ("Preferred Stock"), (ii) [__________] shares of Class A Common Stock, par value $0.01 per share ("Class A Common Stock"), (iii) [__________] shares of Class B Common Stock, par value $0.01 per share ("Class B Common Stock"), and (iii) [__________] shares of Class C Common Stock, par value $0.01 per share ("Class C Common Stock" and, together with the Class A Common Stock and the Class B Common Stock, the "Common Stock"). The number of authorized shares of any of the Class A Common Stock, Class B Common Stock, Class C Common Stock or Preferred

Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority in voting power of the stock of the Corporation entitled to vote thereon irrespective of the provisions of Section 242(b)(2) of the DGCL (or any successor provision thereto), and no vote of the holders of any of the Class A Common Stock, Class B Common Stock, Class C Common Stock or Preferred Stock voting separately as a class shall be required therefor, unless a vote of any such holder is required pursuant to this Certificate of Incorporation (including any certificate of designation relating to any series of Preferred Stock).

Upon this Certificate of Incorporation becoming effective pursuant to the DGCL (the "Effective Time"), all shares of Class B Common Stock issued immediately prior to the Effective Time will be reclassified into [__________] issued, fully paid and nonassessable shares of Class B Common Stock, without any action required on the part of the Corporation or the holder of such Class B Common Stock. No fractional shares of Class B Common Stock will be issued in connection with the reclassification of shares of Class B Common Stock provided herein.

Section 4.2. Preferred Stock.

(A) The Board of Directors of the Corporation (the "Board") is hereby expressly authorized, by resolution or resolutions, at any time and from time to time, to provide, out of the unissued shares of Preferred Stock, for one or more series of Preferred Stock and, with respect to each such series, to fix, without further stockholder approval (subject to any separate vote or consent of the holders of one or more classes or series of stock of the Corporation expressly required therefor under this Certificate of Incorporation (including any certificate of designation relating to any series of Preferred Stock)), the number of shares constituting such series and the designation of such series, the voting powers (if any) of the shares of such series, and the powers, preferences and relative, participating, optional or other special rights, if any, and any qualifications, limitations or restrictions thereof, of the shares of such series and to cause to be filed with the Secretary of State of the State of Delaware a certificate of designation with respect thereto. The powers, preferences and relative, participating, optional and other special rights of each series of Preferred Stock, and the qualifications, limitations or restrictions thereof, if any, may differ from those of any and all other series at any time outstanding.

(B) Except as otherwise required by law, holders of a series of Preferred Stock, as such, shall be entitled only to such voting rights, if any, as shall expressly be granted thereto by this Certificate of Incorporation (including any certificate of designations relating to such series of Preferred Stock).

Section 4.3. Common Stock.

(A) Voting Rights.

(1) Each holder of record of Class A Common Stock, as such, shall be entitled to one vote for each share of Class A Common Stock held of record by such holder on all matters on which stockholders generally or holders of Class A Common Stock as a separate class are entitled to vote (whether voting separately as a class or

together with one or more classes of the Corporation’s capital stock); provided, however, that to the fullest extent permitted by law, holders of Class A Common Stock, as such, shall have no voting power with respect to, and shall not be entitled to vote on, any amendment to this Certificate of Incorporation (including any certificate of designation relating to any series of Preferred Stock) that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Certificate of Incorporation (including any certificate of designations relating to any series of Preferred Stock) or pursuant to the DGCL.

(2) Each holder of record of Class B Common Stock, as such, shall be entitled to ten votes for each share of Class B Common Stock held of record by such holder on all matters on which stockholders generally or holders of Class B Common Stock as a separate class are entitled to vote (whether voting separately as a class or together with one or more classes of the Corporation’s capital stock); provided that, from and after the first record date for any meeting of stockholders of the Corporation, if the aggregate number of shares of Class B Common Stock and Class C Common Stock then outstanding constitutes less than 5% of the aggregate number of shares of Common Stock then outstanding, each holder of record of Class B Common Stock, as such, shall be entitled to one vote for each share of Class B Common Stock held of record by such holder on all matters on which stockholders generally or holders of Class B Common Stock as a separate class are entitled to vote (whether voting separately as a class or together with one or more classes of the Corporation’s capital stock). Notwithstanding the foregoing, to the fullest extent permitted by law, holders of Class B Common Stock, as such, shall have no voting power with respect to, and shall not be entitled to vote on, any amendment to this Certificate of Incorporation (including any certificate of designation relating to any series of Preferred Stock) that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Certificate of Incorporation (including any certificate of designation relating to any series of Preferred Stock) or pursuant to the DGCL.

(3) Each holder of record of Class C Common Stock, as such, shall be entitled to ten votes for each share of Class C Common Stock held of record by such holder on all matters on which stockholders generally or holders of Class C Common Stock as a separate class are entitled to vote (whether voting separately as a class or together with one or more classes of the Corporation’s capital stock). Notwithstanding the foregoing, that to the fullest extent permitted by law, holders of Class C Common Stock, as such, shall have no voting power with respect to, and shall not be entitled to vote on, any amendment to this Certificate of Incorporation (including any certificate of designation relating to any series of Preferred Stock) that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Certificate of Incorporation (including any certificate of designations relating to any series of Preferred Stock) or pursuant to the DGCL.

(4) Except as otherwise provided in this Certificate of Incorporation or required by applicable law, the holders of Common Stock shall vote together as a single class (or, if the holders of one or more series of Preferred Stock are entitled to vote together with the holders of Common Stock, as a single class with the holders of such other series of Preferred Stock) on all matters submitted to a vote of the stockholders generally.

(B) Dividends; Stock Splits or Combinations.

(1) Subject to applicable law and the rights, if any, of the holders of any outstanding series of Preferred Stock or any class or series of stock having a preference over or the right to participate with the Class A Common Stock and the Class C Common Stock with respect to the payment of dividends and other distributions in cash, property or shares of capital stock of the Corporation, dividends and other distributions may be declared and paid on the Class A Common Stock and the Class C Common Stock equally, on a per share basis, out of the assets of the Corporation that are by law available therefor at such times and in such amounts as the Board in its discretion shall determine; provided, however, that in the event that such dividend is paid in the form of shares of Common Stock or rights to acquire Common Stock, the holders of Class A Common Stock shall receive Class A Common Stock or rights to acquire Class A Common Stock, as the case may be, and the holders of Class C Common Stock shall receive Class C Common Stock or rights to acquire Class C Common Stock, as the case may be. Notwithstanding the foregoing, the Board may pay or make a disparate dividend or distribution per share of Class A Common Stock or Class C Common Stock (whether in the amount of such dividend or distribution payable per share, the form in which such dividend or distribution is payable, the timing of the payment, or otherwise) if such disparate dividend or distribution is approved in advance by the affirmative vote (or written consent) of the holders of a majority of the outstanding shares of Class A Common Stock and Class C Common Stock, each voting separately as a class. Dividends and other distributions shall not be declared or paid on the Class B Common Stock.

(2) In no event shall any stock split, reverse stock split, combination of stock, reclassification or recapitalization be declared or made on or with respect to any outstanding class of Common Stock unless contemporaneously therewith the shares of any other class of Common Stock of the Corporation and the Class A Common Units (the "LLC Units") and Class P Units (the "Class P Units") of ZoomInfo Holdings LLC that are issued under the Fifth Amended and Restated Limited Liability Company Agreement of ZoomInfo Holdings LLC (as the same may be amended, restated, supplemented and/or otherwise modified from time to time in accordance with its terms, the "LLC Agreement") to be entered into in connection with the initial public offering of Class A Common Stock by the Corporation in a firm commitment underwriting (the "IPO") at the time outstanding are treated in the same proportion and the same manner.

(C) Liquidation, Dissolution or Winding Up. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation, after payment or provision for payment of the debts and other liabilities of the Corporation and subject to the right, if any, of the holders of any outstanding series of Preferred Stock or any class or series of stock having a preference over or the right to participate with the Class A Common Stock and the Class C Common Stock as to distributions upon dissolution or liquidation or winding up of the Corporation, the holders of all outstanding shares of Class A Common Stock and Class C Common Stock treated as a single class shall be entitled to receive the remaining assets of the Corporation available for distribution to its stockholders ratably in proportion to the number of shares held by each such stockholder unless disparate or different treatment of the shares of each such class with respect to distributions upon any such dissolution or liquidation or winding up of the Corporation is approved in advance by the affirmative vote (or written consent) of the holders of a majority of the outstanding shares of Class A Common Stock and Class C Common Stock, each voting separately as a class. The holders of shares of Class B Common Stock, as such, shall not be entitled to receive any assets of the Corporation in the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation.

(D) Transfer Restriction; Cancellation of Class B Common Stock.

(1) No shares of Class B Common Stock may be issued by the Corporation except to a holder of LLC Units or Class A Common Units ("HoldCo Units") of ZoomInfo Intermediate Holdings LLC (other than the Corporation, ZoomInfo Intermediate Holdings LLC, ZoomInfo Holdings LLC or any other subsidiary of the Corporation that is a holder of LLC Units or HoldCo Units, as applicable), such that after such issuance of Class B Common Stock such holder of LLC Units or HoldCo Units holds an identical number of LLC Units or HoldCo Units, as applicable, and shares of Class B Common Stock. No shares of Class B Common Stock may be transferred by the holder thereof except (i) for no consideration to the Corporation upon which transfer such shares shall automatically be cancelled pursuant to Section 4.3(D)(2), or (ii) together with the transfer of an identical number of LLC Units or HoldCo Units made to the transferee of such LLC Units or HoldCo Units made in compliance with the LLC Agreement or the HoldCo Agreement (as defined below), as applicable.

(2) Immediately upon the effective time of exchange of (i) an LLC Unit (together with a share of Class B Common Stock) for Class A Common Stock pursuant to the terms of the LLC Agreement or (ii) a HoldCo Unit (together with a share of Class B Common Stock) for Class A Common Stock pursuant to the terms of the Amended and Restated Limited Liability Company Agreement of ZoomInfo Intermediate Holdings LLC (as the same may be amended, restated, supplemented and/or otherwise modified from time to time in accordance with its terms, the "HoldCo Agreement") to be entered into in connection with the IPO, such share of Class B Common Stock held by such exchanging holder of LLC Units or HoldCo Units, as applicable, shall automatically be canceled with no consideration being paid or issued with respect thereto. Any such canceled shares of Class B Common Stock shall be automatically retired and restored to the status of authorized but unissued shares of Class B Common Stock and all rights with respect to such shares shall automatically cease and terminate.

(E) Conversion of Class C Common Stock.

(1) Voluntary Conversion. Each share of Class C Common Stock shall be convertible into one fully paid and nonassessable share of Class A Common Stock at the option of the holder thereof. Before any holder of Class C Common Stock shall be entitled voluntarily to convert any shares of such Class C Common Stock, such holder shall give written notice to the Corporation at its principal corporate office of the election to convert the same and shall state therein the name or names in which such shares are to be registered in book entry. The Corporation shall, as soon as practicable thereafter, register the number of shares of Class A Common Stock to which such holder of Class C Common Stock shall be entitled as aforesaid in book-entry form. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of the written notice of such holder's election to convert required by this Section 4.3(E)(1), and the person or persons entitled to receive the shares of Class A Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Class A Common Stock as of such date. Each share of Class C Common Stock that is converted pursuant to this Section 4.3(E)(1) shall be retired by the Corporation and shall not be available for reissuance.

(2) Automatic Conversion. (a) Each share of Class C Common Stock shall automatically, without further action by the holder thereof, be converted into one fully paid and nonassessable share of Class A Common Stock upon the occurrence of a Transfer (as defined below), other than a Permitted Transfer (as defined below), of such share of Class C Common Stock, and (b) all shares of Class C Common Stock shall automatically, without further action by any holder thereof, be converted into an identical number of shares of fully paid and nonassessable Class A Common Stock if, on the record date for any meeting of stockholders of the Corporation, the aggregate number of shares of Class B Common Stock and Class C Common Stock then outstanding constitutes less than 5% of the aggregate number of shares of Common Stock then outstanding, as determined by the Board (the occurrence of an event described in clause (a) or (b) of this Section 4.3(E)(2), a "Conversion Event"). The Corporation, or any transfer agent of the Corporation, shall, upon the request of any holder whose shares of Class C Common Stock have been converted into shares of Class A Common Stock as a result of a Conversion Event, register the shares of Class A Common Stock into which such holder's shares of Class C Common Stock were converted as a result of such Conversion Event in book-entry form. Each share of Class C Common Stock that is converted pursuant to this Section 4.3(E)(2) shall thereupon be retired by the Corporation and shall not be available for reissuance.

(3) The Corporation may, from time to time, establish such policies and procedures, not in violation of applicable law or the other provisions of this Certificate of Incorporation, relating to the conversion of the Class C Common Stock into Class A Common Stock, as it may deem necessary or advisable in connection therewith. If the Corporation has a reasonable basis to believe that a Transfer giving rise to a conversion of shares of Class C Common Stock into Class A Common Stock has

occurred but has not theretofore been reflected on the books of the Corporation, the Corporation may request in writing that the holder of such shares furnish affidavits or other reasonable evidence to the Corporation as the Corporation deems necessary to determine whether a conversion of shares of Class C Common Stock to Class A Common Stock has occurred and if such holder does not, within thirty days after receipt of such written request, furnish reasonable evidence to the Corporation to enable the Corporation to determine that no such conversion has occurred, any such shares of Class C Common Stock, to the extent not previously converted, shall be automatically converted into shares of Class A Common Stock and the same shall thereupon be registered on the books and records of the Corporation. In connection with any action of stockholders taken at a meeting or by written consent, the stock ledger of the Corporation shall be presumptive evidence as to who are the stockholders entitled to vote in person or by proxy at any meeting of stockholders or in connection with any such written consent and the class or classes or series of shares held by each such stockholder and the number of shares of each class or classes or series held by such stockholder.

(F) Shares Reserved for Issuance.

(1) The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Class A Common Stock, such number of shares of Class A Common Stock that shall from time to time be sufficient to effect (a) the exchange of all outstanding LLC Units (along with Class B Common Stock and excluding those LLC Units held by ZoomInfo Intermediate Holdings LLC) and the Class P Units for shares of Class A Common Stock, (b) the exchange of all outstanding HoldCo Units (along with Class B Common Stock and excluding those HoldCo Units held by the Corporation) for shares of Class A Common Stock, and (c) the conversion of all outstanding shares of Class C Common Stock into shares of Class A Common Stock; provided that nothing contained herein shall be construed to preclude the Corporation from satisfying its obligations in respect of the exchange of LLC Units, Class P Units, HoldCo Units or conversion of shares of Class C Common Stock by delivery of shares of Class A Common Stock that are held in the treasury of the Corporation.

(2) The Corporation shall use its best efforts to cause to be reserved and kept available for issuance at all times a sufficient number of authorized but unissued shares of Class B Common Stock to permit issuance of shares of Class B Common Stock to holders of newly issued LLC Units for such consideration and for such corporate purposes as the Board may from time to time determine.

(G) Equal Status. Except as expressly provided in this Article IV, Class A Common Stock and Class C Common Stock shall have the same rights and privileges and rank equally (including as to dividends and distributions, and upon any dissolution or liquidation or winding up of the Corporation), share ratably and be identical in all respects as to all matters.

(H) Definitions. For purposes of this Article IV, references to:

(1) "Affiliate" means a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, another person.

(2) "Permitted Transfer" shall mean any Transfer of shares of Class C Common Stock to a Stockholder (as defined in the Stockholders Agreement (as defined below)) as of the IPO Date (as defined below) or their respective Affiliates.

(3) "Transfer" (including the term "Transferred") of a share of Class C Common Stock shall mean, directly or indirectly, any sale, assignment, transfer, conveyance, hypothecation or other transfer or disposition of such share or any legal or beneficial interest in such share, whether or not for value and whether voluntary or involuntary or by operation of law (including by merger, consolidation or otherwise), including, without limitation, the transfer of, or entering into a binding agreement with respect to, Voting Control over such share, by proxy or otherwise. Notwithstanding the foregoing, the granting by a stockholder of a proxy to (y) officers or directors of the Corporation at the request of the Board, or (z) a representative of such stockholder, in connection with actions to be taken at an annual or special meeting of stockholders or in connection with any action by written consent of the stockholders shall not be considered a "Transfer" within the meaning of this Article IV.

(4) "Voting Control" shall mean, with respect to a share of Class C Common Stock, the power (whether exclusive or shared) to vote or direct the voting of such share by proxy, voting agreement or otherwise.

ARTICLE V

Section 5.1. Bylaws. In furtherance and not in limitation of the powers conferred by the DGCL, the Board is expressly authorized to make, amend, alter, change, add to or repeal, in whole or in part, the bylaws of the Corporation (as the same may be amended and/or restated from time to time, the "Bylaws") without the assent or vote of the stockholders in any manner not inconsistent with the laws of the State of Delaware or this Certificate of Incorporation. Notwithstanding anything to the contrary contained in this Certificate of Incorporation or any provision of law that might otherwise permit a lesser vote of the stockholders, at any time when the TA Stockholders, the Carlyle Stockholders and the Founder Stockholders (each as defined in the Stockholders Agreement, dated on or about the date hereof, by and among the Corporation and certain stockholders of the Corporation from time to time party thereto (as the same may be amended, restated, supplemented and/or otherwise modified from time to time in accordance with its terms, the "Stockholders Agreement") (collectively, the "Stockholder Parties") beneficially own, in the aggregate, less than 50% of the total voting power of all the then outstanding shares of stock of the Corporation entitled to vote generally in the election of directors, in addition to any vote of the holders of any class or series of capital stock of the Corporation required herein (including any certificate of designation relating to any series of Preferred Stock), the Bylaws or applicable law, the affirmative vote of the holders of at least 66 2/3% of the total voting power of all the then outstanding shares of stock of the Corporation entitled to vote thereon, voting together as a single class, shall be required in order for the stockholders of the Corporation to alter, amend, repeal or rescind, in whole or in part, any provision of the Bylaws or to adopt any provision inconsistent therewith.

ARTICLE VI

Section 6.1. Board of Directors.

(A) Except as otherwise provided in this Certificate of Incorporation or the DGCL, the business and affairs of the Corporation shall be managed by or under the direction of the Board. Except as otherwise provided for or fixed pursuant to the provisions of Article IV (including any certificate of designation with respect to any series of Preferred Stock) and this Article VI relating to the rights of the holders of any series of Preferred Stock to elect additional directors and subject to the applicable requirements of the Stockholders Agreement, the total number of directors constituting the whole Board shall be determined from time to time exclusively by resolution adopted by the Board or as provided in the Stockholders Agreement. The directors (other than those directors elected by the holders of any series of Preferred Stock, voting separately as a series or together with one or more other such series, as the case may be) shall be divided into three classes designated Class I, Class II and Class III. Each class shall consist, as nearly as possible, of one-third of the total number of such directors. Class I directors shall initially serve for a term expiring at the first annual meeting of stockholders following the date the Common Stock is first publicly traded (the "IPO Date"), Class II directors shall initially serve for a term expiring at the second annual meeting of stockholders following the IPO Date and Class III directors shall initially serve for a term expiring at the third annual meeting of stockholders following the IPO Date. At each annual meeting of stockholders commencing with the first annual meeting of stockholders following the IPO Date, the directors of the class to be elected at each annual meeting of stockholders shall be elected for a three-year term. If the total number of such directors is changed, any increase or decrease shall be apportioned among the classes so as to maintain the number of directors in each class as nearly equal as possible, and any such additional director of any class elected to fill a newly created directorship resulting from an increase in such class shall hold office for a term that shall coincide with the remaining term of that class, but in no case shall a decrease in the total number of directors remove or shorten the term of any incumbent director. Any such director shall hold office until the annual meeting at which his or her term expires and until his or her successor shall be elected and qualified, or his or her earlier death, resignation, retirement, disqualification or removal from office. Subject to the applicable requirements of the Stockholders Agreement, the Board is authorized to assign members of the Board already in office to their respective class.

(B) Subject to the rights granted to the holders of any one or more series of Preferred Stock then outstanding and the rights granted pursuant to the Stockholders Agreement, any newly-created directorship on the Board that results from an increase in the total number of directors and any vacancy occurring in the Board (whether by death, resignation, retirement, disqualification, removal or other cause) shall be filled by the affirmative vote of a majority of the directors then in office (other than directors elected by the holders of any series of Preferred

Stock, voting separately as a series or together with one or more series, as the case may be), although less than a quorum, by any such sole remaining director or by the stockholders; provided, however, that, subject to the rights granted to holders of one or more series of Preferred Stock then outstanding and the rights granted pursuant to the Stockholders Agreement, at any time when the Stockholder Parties beneficially own, in the aggregate, less than 50% of the total voting power of all the then outstanding shares of stock of the Corporation entitled to vote generally in the election of directors, any newly-created directorship on the Board that results from an increase in the number of directors and any vacancy occurring in the Board shall be filled only by a majority of the directors then in office (other than directors elected by the holders of any series of Preferred Stock, by voting separately as a series or together with one or more series, as the case may be) (and not by stockholders), although less than a quorum, or by any such sole remaining director. Any director elected to fill a vacancy or newly created directorship shall hold office until the next election of the class for which such director shall have been chosen and until his or her successor shall be elected and qualified, or until his or her earlier death, resignation, retirement, disqualification or removal.

(C) Any or all of the directors (other than the directors elected by the holders of any series of Preferred Stock, voting separately as a series or together with one or more other such series, as the case may be) may be removed at any time either with or without cause by the affirmative vote of a majority in voting power of all outstanding shares of stock of the Corporation entitled to vote thereon, voting together as a single class; provided, however, that at any time when the Stockholder Parties beneficially own, in the aggregate, less than 50% of the total voting power of all the then outstanding shares of stock of the Corporation entitled to vote generally in the election of directors, any such director or all such directors may be removed only for cause and only upon the affirmative vote of the holders of at least 66 2/3% of the total voting power of all the then outstanding shares of stock of the Corporation entitled to vote thereon, voting together as a single class.

(D) Whenever the holders of any one or more series of Preferred Stock issued by the Corporation shall have the right, voting separately as a series or separately as a class with one or more such other series, to elect directors at an annual or special meeting of stockholders, the election, term of office, removal and other features of such directorships shall be governed by the terms of this Certificate of Incorporation (including any certificate of designation relating to any series of Preferred Stock) applicable thereto. Notwithstanding Section 6.1(A) hereof, the number of directors that may be elected by the holders of any such series of Preferred Stock shall be in addition to the number fixed pursuant to Section 6.1(A) hereof, and the total number of directors constituting the whole Board shall be automatically adjusted accordingly. Except as otherwise provided by the Board in the resolution or resolutions establishing such series, whenever the holders of any series of Preferred Stock having such right to elect additional directors are divested of such right pursuant to the provisions of such stock, the terms of office of all such additional directors elected by the holders of such stock, or elected to fill any vacancies resulting from the death, resignation, disqualification or removal of such additional directors, shall forthwith terminate (in which case each such director thereupon shall cease to be qualified as, and shall cease to be, a director) and the total authorized number of directors of the Corporation shall automatically be reduced accordingly.

(E) Directors of the Corporation need not be elected by written ballot unless the Bylaws shall so provide.

ARTICLE VII

Section 7.1. Meetings of Stockholders.

(A) At any time when the Stockholder Parties beneficially own, in the aggregate, less than 50% of the total voting power of all the then outstanding shares of stock of the Corporation entitled to vote generally in the election of directors, any action required or permitted to be taken by the holders of stock of the Corporation must be effected at a duly called annual or special meeting of such holders and may not be effected by any consent in writing by such holders unless such action is recommended by all directors of the Corporation then in office; provided, however, that any action required or permitted to be taken by the holders of Class B Common Stock or Class C Common Stock, each voting separately as a class, or, to the extent expressly permitted by the certificate of designation relating to one or more series of Preferred Stock, by the holders of such series of Preferred Stock, voting separately as a series or separately as a class with one or more other such series, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding shares of the relevant class or classes or series having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation in accordance with the applicable provisions of the DGCL. Subject to the rights of the holders of any series of Preferred Stock, and any rights granted pursuant to the Stockholders Agreement, special meetings of the stockholders of the Corporation may be called only by or at the direction of the Board, the Chairman of the Board or the Chief Executive Officer of the Corporation; provided, however, that at any time when a Sponsor (as defined in Section 9.1 hereof) beneficially owns, in the aggregate, at least 20% of the total voting power of all the then outstanding shares of stock of the Corporation entitled to vote generally in the election of directors, special meetings of the stockholders of the Corporation for any purpose or purposes shall also be called by or at the direction of the Board or the Chairman of the Board at the request of such Sponsor.

(B) An annual meeting of stockholders for the election of directors to succeed those whose terms expire and for the transaction of such other business as may properly come before the meeting, shall be held at such place, if any, on such date, and at such time as shall be fixed exclusively by resolution of the Board or a duly authorized committee thereof.

ARTICLE VIII

Section 8.1. Limited Liability of Directors. No director of the Corporation will have any personal liability to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the DGCL as the same exists or hereafter may be amended. Neither the amendment nor the repeal of this Article VIII shall eliminate or reduce the effect thereof in respect of any state of facts existing or act or omission occurring, or any cause of action, suit or claim that, but for this Article VIII, would accrue or arise, prior to such amendment or repeal.

ARTICLE IX

Section 9.1. Competition and Corporate Opportunities.

(A) In recognition and anticipation that (i) members of the Board who are not employees of the Corporation ("Non-Employee Directors") and their respective Affiliates and Affiliated Entities (each, as defined below) may now engage and may continue to engage in the same or similar activities or related lines of business as those in which the Corporation, directly or indirectly, may engage and/or other business activities that overlap with or compete with those in which the Corporation, directly or indirectly, may engage, and (ii) certain affiliates of The Carlyle Group Inc. and their respective successors and assigns, certain affiliates of TA Associates and their respective successors and assigns and certain affiliates of 22C Capital LLC and their respective successors and assigns (in each case, other than the Corporation and its subsidiaries) (collectively, the "Sponsors") and their respective Affiliates may now engage and may continue to engage in the same or similar activities or related lines of business as those in which the Corporation, directly or indirectly, may engage and/or other business activities that overlap with or compete with those in which the Corporation, directly or indirectly, may engage, the provisions of this Article IX are set forth to regulate and define the conduct of certain affairs of the Corporation with respect to certain classes or categories of business opportunities as they may involve any of the Non-Employee Directors, the Sponsors or their respective Affiliates and the powers, rights, duties and liabilities of the Corporation and its directors, officers and stockholders in connection therewith.

(B) None of (i) any Non-Employee Director (including any Non-Employee Director who serves as an officer of the Corporation in both his or her director and officer capacities) or his or her Affiliates or Affiliated Entities or (ii) the Sponsors or any of their respective Affiliates (the Persons (as defined below) above being referred to, collectively, as "Identified Persons" and, individually, as an "Identified Person") shall, to the fullest extent permitted by law, have any duty to refrain from directly or indirectly (1) engaging in the same or similar business activities or lines of business in which the Corporation or any of its Affiliates now engages or proposes to engage or (2) otherwise competing with the Corporation or any of its Affiliates, and, to the fullest extent permitted by law, no Identified Person shall be liable to the Corporation or its stockholders or to any Affiliate of the Corporation for breach of any fiduciary duty solely by reason of the fact that such Identified Person engages in any such activities. To the fullest extent permitted by law, the Corporation hereby renounces any interest or expectancy in, or right to be offered an opportunity to participate in, any business opportunity that may be a corporate opportunity for an Identified Person and the Corporation or any of its Affiliates, except as provided in Section 9.1(C) hereof. Subject to said Section 9.1(C) hereof, in the event that any Identified Person acquires knowledge of a potential transaction or other business opportunity that may be a corporate opportunity for itself, herself or himself and the Corporation or any of its Affiliates, such Identified Person shall, to the fullest extent permitted by law, have no duty to communicate or offer such transaction or other business opportunity to the Corporation or any of its Affiliates and, to the fullest extent permitted by law, shall not be liable to the Corporation or its stockholders or to any Affiliate of the Corporation for breach of any fiduciary duty as a stockholder, director or officer of the Corporation solely by reason of the fact that such Identified Person pursues or acquires such corporate opportunity for itself, herself or himself, or offers or directs such corporate opportunity to another Person or does not communicate information regarding such corporate opportunity to the Corporation.

(C) Notwithstanding the foregoing provision of this Article IX, the Corporation does not renounce its interest in any corporate opportunity offered to any Non-Employee Director (including any Non-Employee Director who serves as an officer of the Corporation) if such opportunity is expressly offered to such person solely in his or her capacity as a director or officer of the Corporation, and the provisions of Section 9.1(B) hereof shall not apply to any such corporate opportunity.

(D) In addition to and notwithstanding the foregoing provisions of this Article IX, a potential corporate opportunity shall not be deemed to be a corporate opportunity for the Corporation if it is a business opportunity that (i) the Corporation is neither financially or legally able, nor contractually permitted, to undertake, (ii) from its nature, is not in the line of the Corporation's business or is of no practical advantage to the Corporation or (iii) is one in which the Corporation has no interest or reasonable expectancy.

(E) For purposes of this Article IX, (i) "Affiliate" shall mean (a) in respect of a Non-Employee Director, any Person that, directly or indirectly, is controlled by such Non-Employee Director (other than the Corporation and any entity that is controlled by the Corporation), (b) in respect of any of the Sponsors, a Person that, directly or indirectly, is controlled by any of the Sponsors, controls any of the Sponsors or is under common control with any of the Sponsors and shall include any principal, member, director, partner, stockholder, officer, employee or other representative of any of the foregoing (other than the Corporation and any entity that is controlled by the Corporation) and (c) in respect of the Corporation, any Person that, directly or indirectly, is controlled by the Corporation; (ii) "Affiliated Entity" shall mean (A) any Person of which a Non-Employee Director serves as an officer, director, employee, agent or other representative (other than the Corporation and any entity that is controlled by the Corporation), (B) any direct or indirect partner, stockholder, member, manager or other representative of such Person or (C) any Affiliate of any of the foregoing; and (iii) "Person" shall mean any individual, corporation, general or limited partnership, limited liability company, joint venture, trust, association or any other entity.

(F) For the purposes of this Article, "control," including the terms "controlling," "controlled by" and "under common control with," means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting stock, by contract, or otherwise. A person who is the owner of 20% or more of the outstanding voting stock of a corporation, partnership, unincorporated association or other entity shall be presumed to have control of such entity, in the absence of proof by a preponderance of the evidence to the contrary. Notwithstanding the foregoing, a presumption of control shall not apply where such person holds voting stock, in good faith and not for the purpose of circumventing this Section 9.1(F), as an agent, bank, broker, nominee, custodian or trustee for one or more owners who do not individually or as a group have control of such entity.

(G) To the fullest extent permitted by law, any Person purchasing or otherwise acquiring any interest in any shares of capital stock of the Corporation shall be deemed to have notice of and to have consented to the provisions of this Article IX.

ARTICLE X

Section 10.1. DGCL Section 203 and Business Combinations.

(A) The Corporation hereby expressly elects not to be governed by Section 203 of the DGCL.

(B) Notwithstanding the foregoing, the Corporation shall not engage in any business combination (as defined below), at any point in time at which the Corporation's Common Stock is registered under Section 12(b) or 12(g) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")), with any interested stockholder (as defined below) for a period of three years following the time that such stockholder became an interested stockholder, unless:

(1) prior to such time, the Board approved either the business combination or the transaction which resulted in the stockholder becoming an interested stockholder, or

(2) upon consummation of the transaction which resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock (as defined below) of the Corporation outstanding at the time the transaction commenced, excluding for purposes of determining the voting stock outstanding (but not the outstanding voting stock owned by the interested stockholder) those shares owned by (i) persons who are directors and also officers and (ii) employee stock plans in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer, or

(3) at or subsequent to such time, the business combination is approved by the Board and authorized at an annual or special meeting of stockholders, and not by written consent, by the affirmative vote of at least 66 2/3% of the outstanding voting stock of the Corporation which is not owned by the interested stockholder.

(C) For purposes of this Article X, references to:

(1) "Affiliate" means a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, another person.

(2) "associate," when used to indicate a relationship with any person, means: (i) any corporation, partnership, unincorporated association or other entity of which such person is a director, officer or partner or is, directly or indirectly, the owner of 20% or more of any class of voting stock; (ii) any trust or other estate in which such person has at least a 20% beneficial interest or as to which such person serves as trustee or in a similar fiduciary capacity; and (iii) any relative or spouse of such person, or any relative of such spouse, who has the same residence as such person.

(3) "Sponsor Direct Transferee" means any person that acquires (other than in a registered public offering) directly from any Sponsor or any of its successors or any "group," or any member of any such group, of which such persons are a party under Rule 13d-5 of the Exchange Act beneficial ownership of 15% or more of the then outstanding voting stock of the Corporation.

(4) Sponsor Indirect Transferee" means any person that acquires (other than in a registered public offering) directly from any Sponsor Direct Transferee or any other Sponsor Indirect Transferee beneficial ownership of 15% or more of the then outstanding voting stock of the Corporation.

(5) "business combination," when used in reference to the Corporation and any interested stockholder of the Corporation, means:

a. any merger or consolidation of the Corporation or any direct or indirect majority-owned subsidiary of the Corporation (a) with the interested stockholder, or (b) with any other corporation, partnership, unincorporated association or other entity if the merger or consolidation is caused by the interested stockholder and as a result of such merger or consolidation Section (B) of this Article X is not applicable to the surviving entity;

b. any sale, lease, exchange, mortgage, pledge, transfer or other disposition (in one transaction or a series of transactions), except proportionately as a stockholder of the Corporation, to or with the interested stockholder, whether as part of a dissolution or otherwise, of assets of the Corporation or of any direct or indirect majority-owned subsidiary of the Corporation which assets have an aggregate market value equal to 10% or more of either the aggregate market value of all the assets of the Corporation determined on a consolidated basis or the aggregate market value of all the outstanding stock of the Corporation;

c. any transaction which results in the issuance or transfer by the Corporation or by any direct or indirect majority-owned subsidiary of the Corporation of any stock of the Corporation or of such subsidiary to the interested stockholder, except: (a) pursuant to the exercise, exchange or conversion of securities exercisable for, exchangeable for or convertible into stock of the Corporation or any such subsidiary which securities were outstanding prior to the time that the interested stockholder became such; (b) pursuant to a merger under

Section 251(g) of the DGCL; (c) pursuant to a dividend or distribution paid or made, or the exercise, exchange or conversion of securities exercisable for, exchangeable for or convertible into stock of the Corporation or any such subsidiary which security is distributed, pro rata to all holders of a class or series of stock of the Corporation subsequent to the time the interested stockholder became such; (d) pursuant to an exchange offer by the Corporation to purchase stock made on the same terms to all holders of said stock; or (e) any issuance or transfer of stock by the Corporation; provided, however, that in no case under items (c) through (e) of this subsection (iii) shall there be an increase in the interested stockholder's proportionate share of the stock of any class or series of the Corporation or of the voting stock of the Corporation (except as a result of immaterial changes due to fractional share adjustments);

d. any transaction involving the Corporation or any direct or indirect majority-owned subsidiary of the Corporation which has the effect, directly or indirectly, of increasing the proportionate share of the stock of any class or series, or securities convertible into the stock of any class or series, of the Corporation or of any such subsidiary which is owned by the interested stockholder, except as a result of immaterial changes due to fractional share adjustments or as a result of any purchase or redemption of any shares of stock not caused, directly or indirectly, by the interested stockholder; or

e. any receipt by the interested stockholder of the benefit, directly or indirectly (except proportionately as a stockholder of the Corporation), of any loans, advances, guarantees, pledges, or other financial benefits (other than those expressly permitted in subsections (i) through (iv) above) provided by or through the Corporation or any direct or indirect majority-owned subsidiary.

(6) "control," including the terms "controlling," "controlled by" and "under common control with," shall have the meaning set forth in Section 9.1(F) hereof.

(7) "interested stockholder" means any person (other than the Corporation or any direct or indirect majority-owned subsidiary of the Corporation) that (i) is the owner of 15% or more of the outstanding voting stock of the Corporation, or (ii) is an Affiliate or associate of the Corporation and was the owner of 15% or more of the outstanding voting stock of the Corporation at any time within the three year period immediately prior to the date on which it is sought to be determined whether such person is an interested stockholder; and the Affiliates and associates of such person; but "interested stockholder" shall not include (a) any Sponsor, any Sponsor Direct Transferee, any Sponsor Indirect Transferee or any of their respective Affiliates or successors or any "group," or any member of any such group, to which such persons are a party under Rule 13d-5 of the Exchange Act, or (b) any person whose ownership of shares in excess of the 15% limitation set forth herein is the result of any action taken solely by the Corporation; provided, further, that in the case of clause (b) such person shall be an interested stockholder if thereafter such person acquires additional shares of

voting stock of the Corporation, except as a result of further corporate action not caused, directly or indirectly, by such person. For the purpose of determining whether a person is an interested stockholder, the voting stock of the Corporation deemed to be outstanding shall include stock deemed to be owned by the person through application of the definition of "owner" below but shall not include any other unissued stock of the Corporation which may be issuable pursuant to any agreement, arrangement or understanding, or upon exercise of conversion rights, warrants or options, or otherwise.

(8) "owner," including the terms "own" and "owned," when used with respect to any stock, means a person that individually or with or through any of its Affiliates or associates:

a. beneficially owns such stock, directly or indirectly; or

b. has (a) the right to acquire such stock (whether such right is exercisable immediately or only after the passage of time) pursuant to any agreement, arrangement or understanding, or upon the exercise of conversion rights, exchange rights, warrants or options, or otherwise; provided, however, that a person shall not be deemed the owner of stock tendered pursuant to a tender or exchange offer made by such person or any of such person's Affiliates or associates until such tendered stock is accepted for purchase or exchange; or (b) the right to vote such stock pursuant to any agreement, arrangement or understanding; provided, however, that a person shall not be deemed the owner of any stock because of such person's right to vote such stock if the agreement, arrangement or understanding to vote such stock arises solely from a revocable proxy or consent given in response to a proxy or consent solicitation made to 10 or more persons; or

c. has any agreement, arrangement or understanding for the purpose of acquiring, holding, voting (except voting pursuant to a revocable proxy or consent as described in item (b) of subsection (ii) above), or disposing of such stock with any other person that beneficially owns, or whose Affiliates or associates beneficially own, directly or indirectly, such stock.

(9) "person" means any individual, corporation, partnership, unincorporated association or other entity.

(10) "stock" means, with respect to any corporation, capital stock and, with respect to any other entity, any equity interest.

(11) "voting stock" means stock of any class or series entitled to vote generally in the election of directors and, with respect to any entity that is not a corporation, any equity interest entitled to vote generally in the election of the governing body of such entity. Every reference to a percentage of voting stock shall refer to such percentages of the votes of such voting stock.

ARTICLE XI

Section 11.1. Severability. If any provision or provisions of this Certificate of Incorporation shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever: (i) the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Certificate of Incorporation (including, without limitation, each portion of any paragraph of this Certificate of Incorporation containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) shall not, to the fullest extent permitted by applicable law, in any way be affected or impaired thereby and (ii) to the fullest extent permitted by applicable law, the provisions of this Certificate of Incorporation (including, without limitation, each such portion of any paragraph of this Certificate of Incorporation containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to permit the Corporation to protect its directors, officers, employees and agents from personal liability in respect of their good faith service to or for the benefit of the Corporation to the fullest extent permitted by law.

ARTICLE XII

Section 12.1. Forum. Unless the Corporation consents in writing to an alternative forum, the Court of Chancery of the State of Delaware will, to the fullest extent permitted by law, be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any current or former director, officer, stockholder or employee of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim arising under any provision of the DGCL, this Certificate of Incorporation or the Bylaws (as either may be amended or restated) or as to which the DGCL confers jurisdiction on the Court of Chancery of the State of Delaware, or (iv) any action asserting a claim governed by the internal affairs doctrine of the law of the State of Delaware. Unless the Corporation consents in writing to the selection of an alternative forum, the federal district courts of the United States of America shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Exchange Act or the Securities Act of 1933, as amended. To the fullest extent permitted by law, any person or entity purchasing or otherwise acquiring or holding any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article XII.

ARTICLE XIII

Section 13.1. Amendments. Notwithstanding anything contained in this Certificate of Incorporation to the contrary, at any time when the Stockholder Parties beneficially own, in the aggregate, less than 50% of the total voting power of all the then outstanding shares of stock of the Corporation entitled to vote generally in the election of directors, in addition to any vote required by applicable law, the following provisions in this Certificate of Incorporation may be amended, altered, repealed or rescinded, in whole or in part, or any provision inconsistent therewith or herewith may be adopted, only by the affirmative vote of the holders of at least 66 2/3% of the total voting power of all the then outstanding shares of stock of the

Corporation entitled to vote thereon, voting together as a single class: Article V, Article VI, Article VII, Article VIII, Article IX, Article X, Article XII and this Article XIII.

* * *

This Amended and Restated Certificate of Incorporation shall be effective on [_______] [__], 2020 at [__]:[__] [a/p].m.

IN WITNESS WHEREOF, the Corporation has caused this Amended and Restated Certificate of Incorporation to be signed by Anthony Stark, its General Counsel and Corporate Secretary, this [__] day of [______], 2020.

ZOOMINFO TECHNOLOGIES INC.

By: ______________________________

Name: Anthony Stark

Title: General Counsel and Corporate Secretary

[Signature Page – Amended and Restated Certificate of Incorporation]

AMENDED AND RESTATED

BYLAWS

OF

ZOOMINFO TECHNOLOGIES INC.

ARTICLE I

Offices

Section 1.01 Registered Office. The registered office and registered agent of ZoomInfo Technologies Inc. (the "Corporation") in the State of Delaware shall be as set forth in the Certificate of Incorporation (as defined below). The Corporation may also have offices in such other places in the United States or elsewhere as the Board of Directors of the Corporation (the "Board of Directors") may, from time to time, determine or as the business of the Corporation may require as determined by any officer of the Corporation.

ARTICLE II

Meetings of Stockholders

Section 2.01 Annual Meetings. Annual meetings of stockholders may be held at such place, if any, either within or without the State of Delaware, and at such time and date as the Board of Directors shall determine and state in the notice of meeting. The Board of Directors may, in its sole discretion, determine that annual meetings of the stockholders shall not be held at any place, but may instead be held solely by means of remote communication as described in Section 2.11 of these Bylaws in accordance with Section 211(a)(2) of the General Corporation Law of the State of Delaware (the "DGCL"). The Board of Directors may postpone, reschedule or cancel any annual meeting of stockholders previously scheduled by the Board of Directors.

Section 2.02 Special Meetings. Special meetings of the stockholders may only be called in the manner provided in the Corporation's certificate of incorporation as then in effect (as the same may be amended and/or restated from time to time, the "Certificate of Incorporation") and may be held at such place, if any, either within or without the State of Delaware, and at such time and date as the Board of Directors, the Chairman of the Board of Directors or the Chief Executive Officer of the Corporation (the "Chief Executive Officer") shall determine and state in the notice of such meeting. The Board of Directors may, in its sole discretion, determine that special meetings of the stockholders shall not be held at any place, but may instead be held solely by means of remote communication as described in Section 2.11 of these Bylaws in accordance with Section 211(a)(2) of the DGCL. The Board of Directors may postpone, reschedule or cancel any special meeting of the stockholders previously scheduled by the Board of Directors, the Chairman of the Board of Directors or the Chief Executive Officer; *provided, however*, that with respect to any special meeting of stockholders previously scheduled by the Board of Directors or the Chairman of the Board of Directors at the request of a Sponsor (as defined in the Certificate of Incorporation), the Board of Directors shall not postpone, reschedule or cancel such special meeting without the prior written consent of such Sponsor.

Section 2.03 Notice of Stockholder Business and Nominations.

(A) Annual Meetings of Stockholders.

(1) Nominations of persons for election to the Board of Directors and the proposal of other business to be considered by the stockholders may be made at an annual meeting of stockholders only (a) as provided in the Stockholders Agreement (as defined in the Certificate of Incorporation) (with respect to nominations of persons for election to the Board of Directors only), (b) pursuant to the Corporation's notice of meeting (or any supplement thereto) delivered pursuant to Section 2.04 of these Bylaws, (c) by or at the direction of the Board of Directors or any authorized committee thereof or (d) by any stockholder of the Corporation who is entitled to vote at the meeting, who, subject to paragraph (C)(4) of this Section 2.03, complied with the notice procedures set forth in paragraphs (A)(2) and (A)(3) of this Section 2.03 and who was a stockholder of record at the time such notice is delivered to the Secretary of the Corporation.

(2) For nominations or other business to be properly brought before an annual meeting by a stockholder pursuant to clause (d) of paragraph (A)(1) of this Section 2.03, the stockholder must have given timely notice thereof in writing to the Secretary of the Corporation, and, in the case of business other than nominations of persons for election to the Board of Directors, such other business must constitute a proper matter for stockholder action. To be timely, a stockholder's notice shall be delivered to the Secretary of the Corporation at the principal executive offices of the Corporation not less than ninety (90) days nor more than one hundred and twenty (120) days prior to the date of the first anniversary of the preceding year's annual meeting (which date shall, for purposes of the Corporation's first annual meeting of stockholders after its shares of Common Stock (as defined in the Certificate of Incorporation) are first publicly traded, be deemed to have occurred on [______] [__], 2020); *provided, however*, that in the event that the date of the annual meeting is advanced by more than thirty (30) days, or delayed by more than seventy (70) days, from the anniversary date of the previous year's meeting, or, following the Corporation's first annual meeting of stockholders after shares of its Common Stock are first publicly traded, if no annual meeting was held in the preceding year, notice by the stockholder to be timely must be so delivered not earlier than the close of business on the one hundred and twentieth (120th) day prior to such annual meeting and not later than the close of business on the later of the ninetieth (90th) day prior to such annual meeting or the tenth (10th) day following the day on which public announcement (as defined below) of the date of such meeting is first made by the Corporation. Public announcement of an adjournment or postponement of an annual meeting shall not commence a new time period (or extend any time period) for the giving of a stockholder's notice. Notwithstanding anything in this Section 2.03(A)(2) to the contrary, if the number of directors to be elected to the Board of Directors at an annual meeting is increased and there is no public announcement by the Corporation naming all of the nominees for director or specifying the size of the increased Board of Directors at least one hundred (100) calendar days prior to the first anniversary of the prior year's annual meeting

of stockholders, then a stockholder's notice required by this Section 2.03 shall be considered timely, but only with respect to nominees for any new positions created by such increase, if it is received by the Secretary of the Corporation not later than the close of business on the tenth (10th) calendar day following the day on which such public announcement is first made by the Corporation.

(3) A stockholder's notice delivered pursuant to this Section 2.03 shall set forth: (a) as to each person whom the stockholder proposes to nominate for election or re-election as a director, all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors in an election contest, or is otherwise required, in each case pursuant to Section 14(a) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations promulgated thereunder, including such person's written consent to being named in the Corporation's proxy statement as a nominee of the stockholder and to serving as a director if elected; (b) as to any other business that the stockholder proposes to bring before the meeting, a brief description of the business desired to be brought before the meeting, the text of the proposal or business (including the text of any resolutions proposed for consideration and, in the event that such business includes a proposal to amend these Bylaws, the language of the proposed amendment), the reasons for conducting such business at the meeting and any material interest in such business of such stockholder and the beneficial owner, if any, on whose behalf the proposal is made; (c) as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination or proposal is made (i) the name and address of such stockholder, as they appear on the Corporation's books and records, and of such beneficial owner, (ii) the class or series and number of shares of capital stock of the Corporation that are owned, directly or indirectly, beneficially and of record by such stockholder and such beneficial owner, (iii) a representation that the stockholder is a holder of record of the stock of the Corporation at the time of the giving of the notice, will be entitled to vote at such meeting and will appear in person or by proxy at the meeting to propose such business or nomination, (iv) a representation whether the stockholder or the beneficial owner, if any, will be or is part of a group that will (x) deliver a proxy statement and/or form of proxy to holders of at least the percentage of the voting power of the Corporation's outstanding capital stock required to approve or adopt the proposal or elect the nominee and/or (y) otherwise solicit proxies or votes from stockholders in support of such proposal or nomination, (v) a certification regarding whether such stockholder and beneficial owner, if any, have complied with all applicable federal, state and other legal requirements in connection with the stockholder's and/or beneficial owner's acquisition of shares of capital stock or other securities of the Corporation and/or the stockholder's and/or beneficial owner's acts or omissions as a stockholder of the Corporation and (vi) any other information relating to such stockholder and beneficial owner, if any, required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for, as applicable, the proposal and/or for the election of directors in an election contest pursuant to and in accordance with Section 14(a) of the Exchange Act and the rules and regulations promulgated thereunder; (d) a description of any agreement, arrangement or understanding with respect to the nomination or proposal and/or the voting of shares of any class or series of stock of the Corporation between or among the stockholder giving the notice, the beneficial owner, if any, on whose behalf the nomination or proposal is made, any of their respective affiliates or associates and/or any others acting in concert with any of the

foregoing (collectively, "proponent persons"); and (e) a description of any agreement, arrangement or understanding (including without limitation any contract to purchase or sell, acquisition or grant of any option, right or warrant to purchase or sell, swap or other instrument) to which any proponent person is a party, the intent or effect of which may be (i) to transfer to or from any proponent person, in whole or in part, any of the economic consequences of ownership of any security of the Corporation, (ii) to increase or decrease the voting power of any proponent person with respect to shares of any class or series of stock of the Corporation and/or (iii) to provide any proponent person, directly or indirectly, with the opportunity to profit or share in any profit derived from, or to otherwise benefit economically from, any increase or decrease in the value of any security of the Corporation. A stockholder providing notice of a proposed nomination for election to the Board of Directors or other business proposed to be brought before a meeting (whether given pursuant to this paragraph (A)(3) or paragraph (B) of this Section 2.03) shall update and supplement such notice from time to time to the extent necessary so that the information provided or required to be provided in such notice shall be true and correct (x) as of the record date for determining the stockholders entitled to notice of the meeting and (y) as of the date that is fifteen (15) days prior to the meeting or any adjournment or postponement thereof; *provided* that if the record date for determining the stockholders entitled to vote at the meeting is less than fifteen (15) days prior to the meeting or any adjournment or postponement thereof, the information shall be supplemented and updated as of such later date. Any such update and supplement shall be delivered in writing to the Secretary of the Corporation at the principal executive offices of the Corporation not later than five (5) days after the record date for determining the stockholders entitled to notice of the meeting (in the case of any update and supplement required to be made as of the record date for determining the stockholders entitled to notice of the meeting), not later than ten (10) days prior to the date for the meeting or any adjournment or postponement thereof (in the case of any update or supplement required to be made as of fifteen (15) days prior to the meeting or adjournment or postponement thereof) and not later than five (5) days after the record date for determining the stockholders entitled to vote at the meeting, but no later than the day prior to the meeting or any adjournment or postponement thereof (in the case of any update and supplement required to be made as of a date less than fifteen (15) days prior to the date of the meeting or any adjournment or postponement thereof). The Corporation may require any proposed nominee to furnish such other information as it may reasonably require to determine the eligibility of such proposed nominee to serve as a director of the Corporation and to determine the independence of such director under the Exchange Act and rules and regulations thereunder and applicable stock exchange rules.

(B) Special Meetings of Stockholders. Only such business (including the election of specific individuals to fill vacancies or newly created directorships on the Board of Directors) shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the Corporation's notice of meeting. At any time that stockholders are not prohibited from filling vacancies or newly created directorships on the Board of Directors, nominations of persons for the election to the Board of Directors to fill any vacancy or unfilled newly created directorship may be made at a special meeting of stockholders at which any proposal to fill any vacancy or unfilled newly created directorship is to be presented to the stockholders (1) as provided in the Stockholders Agreement, (2) by or at the direction of the Board of Directors or any committee thereof or (3) provided that the Board of Directors (or any Sponsor pursuant to Section 7.1 of the Certificate of Incorporation) has determined that directors shall be elected at such meeting, by any stockholder of the Corporation who is entitled to vote at the meeting on such matters, who (subject to paragraph (C)(4) of this Section 2.03) complies with the notice procedures set forth in paragraphs (A)(2) and (A)(3) of this Section 2.03 and who is a stockholder of record at the time such notice is delivered to the Secretary of the Corporation. In the event the Corporation calls a special meeting of stockholders for the purpose of submitting a proposal to stockholders for the election of one or more directors to fill any vacancy or newly created directorship on the Board of Directors, any such stockholder entitled to vote on such matter may nominate a person or persons (as the case may be) for election to such position(s) as specified in the Corporation's notice of meeting if the stockholder's notice as required by paragraph (A)(2) of this Section 2.03 shall be delivered to the Secretary at the principal executive offices of the Corporation not earlier than the close of business on the one hundred and twentieth (120th) day prior to such special meeting and not later than the close of business on the later of the ninetieth (90th) day prior to such special meeting or the tenth (10th) day following the day on which the Corporation first makes a public announcement of the date of the special at which directors are to be elected. In no event shall the public announcement of an adjournment or postponement of a special meeting commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above.

(C) General.

(1) Except as provided in paragraph (C)(4) of this Section 2.03, only such persons who are nominated in accordance with the procedures set forth in this Section 2.03 or the Stockholders Agreement shall be eligible to serve as directors and only such business shall be conducted at an annual or special meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in this Section 2.03. Except as otherwise provided by the DGCL, the Certificate of Incorporation or these Bylaws, the chairman of the meeting shall, in addition to making any other determination that may be appropriate for the conduct of the meeting, have the power and duty to determine whether a nomination or any business proposed to be brought before the meeting was made or proposed, as the case may be, in accordance with the procedures set forth in these Bylaws and, if any proposed nomination or business is not in compliance with these Bylaws, to declare that such defective proposal or nomination shall be disregarded. The date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced at the meeting by the chairman of the meeting. The Board of Directors may adopt by resolution such rules and regulations for the conduct of the meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board of Directors, the chairman of the meeting shall have the right and authority to convene and (for any or no reason) to recess and/or adjourn the meeting, to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the chairman of the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting, (ii) rules and procedures for maintaining order at the meeting and the safety of those present; (iii) limitations on attendance at or participation in the meeting to stockholders entitled to vote at the

meeting, their duly authorized and constituted proxies or such other persons as the chairman of the meeting shall determine; (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (v) limitations on the time allotted to questions or comments by participants and on shareholder approvals. Notwithstanding the foregoing provisions of this Section 2.03, unless otherwise required by the DGCL, if the stockholder (or a qualified representative of the stockholder) does not appear at the annual or special meeting of stockholders of the Corporation to present a nomination or business, such nomination shall be disregarded and such proposed business shall not be transacted, notwithstanding that proxies in respect of such vote may have been received by the Corporation. For purposes of this Section 2.03, to be considered a qualified representative of the stockholder, a person must be a duly authorized officer, manager or partner of such stockholder or must be authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the meeting of stockholders and such person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at the meeting of stockholders. Unless and to the extent determined by the Board of Directors or the chairman of the meeting, the meeting of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

(2) Whenever used in these Bylaws, "public announcement" shall mean disclosure (a) in a press release released by the Corporation, provided such press release is released by the Corporation following its customary procedures, is reported by the Dow Jones News Service, Associated Press or comparable national news service, or is generally available on internet news sites, or (b) in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act and the rules and regulations promulgated thereunder.

(3) Notwithstanding the foregoing provisions of this Section 2.03, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations promulgated thereunder with respect to the matters set forth in this Section 2.03; *provided, however*, that, to the fullest extent permitted by law, any references in these Bylaws to the Exchange Act or the rules and regulations promulgated thereunder are not intended to and shall not limit any requirements applicable to nominations or proposals as to any other business to be considered pursuant to these Bylaws (including paragraphs (A)(1)(d) and (B) of this Section 2.03), and compliance with paragraphs (A)(1)(d) and (B) of this Section 2.03 shall be the exclusive means for a stockholder to make nominations or submit other business. Nothing in these Bylaws shall be deemed to affect any rights of the holders of any class or series of stock having a preference over the Common Stock as to dividends or upon liquidation to elect directors under specified circumstances.

(4) Notwithstanding anything to the contrary contained in this Section 2.03, for as long as the Stockholders Agreement remains in effect with respect to the Stockholder Parties (as defined in the Certificate of Incorporation), the Stockholder Parties (to the extent then subject to the Stockholders Agreement) shall not be subject to the notice procedures set forth in paragraphs (A)(2), (A)(3) or (B) of this Section 2.03 with respect to any annual or special meeting of stockholders.

Section 2.04 Notice of Meetings. Whenever stockholders are required or permitted to take any action at a meeting, a timely notice in writing or by electronic transmission, in the manner provided in Section 232 of the DGCL, of the meeting, which shall state the place, if any, date and time of the meeting, the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting, the record date for determining the stockholders entitled to vote at the meeting, if such date is different from the record date for determining stockholders entitled to notice of the meeting, and, in the case of a special meeting, the purposes for which the meeting is called, shall be mailed to or transmitted electronically by the Secretary of the Corporation to each stockholder of record entitled to vote thereat as of the record date for determining the stockholders entitled to notice of the meeting. Unless otherwise provided by law, the Certificate of Incorporation or these Bylaws, the notice of any meeting shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting as of the record date for determining the stockholders entitled to notice of the meeting.

Section 2.05 Quorum. Unless otherwise required by law, the Certificate of Incorporation or the rules of any stock exchange upon which the Corporation's securities are listed, the holders of record of a majority of the voting power of the issued and outstanding shares of capital stock of the Corporation entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum for the transaction of business at all meetings of stockholders. Notwithstanding the foregoing, where a separate vote by a class or series or classes or series is required, a majority in voting power of the outstanding shares of such class or series or classes or series, present in person or represented by proxy, shall constitute a quorum entitled to take action with respect to the vote on that matter. Once a quorum is present to organize a meeting, it shall not be broken by the subsequent withdrawal of any stockholders.

Section 2.06 Voting. Except as otherwise provided by or pursuant to the provisions of the Certificate of Incorporation, each stockholder entitled to vote at any meeting of the stockholders shall be entitled to one vote for each share of stock held by such stockholder that has voting power upon the matters in question. Each stockholder entitled to vote at a meeting of stockholders or to express consent to corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by proxy in any manner provided under Section 212(c) of the DGCL or as otherwise provided under applicable law, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy that is not irrevocable by attending the meeting and voting in person or by delivering to the Secretary of the Corporation a revocation of the proxy or a new proxy bearing a later date. Unless required by the Certificate of Incorporation or applicable law, or determined by the chairman of the meeting to be advisable, the vote on any question need not be by ballot. On a vote by ballot, each ballot shall be signed by the stockholder voting, or by such stockholder's proxy, if there be such proxy. When a quorum is present or represented at any meeting, the vote of the holders of a majority of the voting power of the shares of stock present in person or represented by proxy and entitled to vote on the subject matter shall decide any question brought before such meeting, unless the question is one upon which, by express provision of applicable law, of the rules or regulations of any stock exchange applicable to the Corporation, of any regulation applicable to the Corporation or its securities, of the Certificate of Incorporation or of these Bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such question. Notwithstanding the foregoing sentence and subject to the Certificate of Incorporation, all elections of directors shall be determined by a plurality of the votes cast in respect of the shares present in person or represented by proxy at the meeting and entitled to vote on the election of directors.

Section 2.07 Chairman of Meetings. The Chairman of the Board of Directors, if one is elected, or, in his or her absence or disability, the Chief Executive Officer of the Corporation, or in the absence of the Chairman of the Board of Directors and the Chief Executive Officer, a person designated by the Board of Directors shall be the chairman of the meeting and, as such, preside at all meetings of the stockholders.

Section 2.08 Secretary of Meetings. The Secretary of the Corporation shall act as Secretary at all meetings of the stockholders. In the absence or disability of the Secretary, the Chairman of the Board of Directors or the Chief Executive Officer shall appoint a person to act as Secretary at such meetings.

Section 2.09 Consent of Stockholders in Lieu of Meeting. Any action required or permitted to be taken at any annual or special meeting of stockholders of the Corporation may be taken without a meeting, without prior notice and without a vote only to the extent permitted by and in the manner provided in the Certificate of Incorporation and in accordance with applicable law.

Section 2.10 Adjournment. At any meeting of stockholders of the Corporation, if less than a quorum be present, the chairman of the meeting or stockholders holding a majority in voting power of the shares of outstanding stock of the Corporation, present in person or by proxy and entitled to vote thereon, shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum shall be present. Any business may be transacted at the adjourned meeting that might have been transacted at the meeting originally noticed. If the adjournment is for more than thirty (30) days, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. If after the adjournment a new record date for determination of stockholders entitled to vote is fixed for the adjourned meeting, the Board of Directors shall fix as the record date for determining stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote at the adjourned meeting, and shall give notice of the adjourned meeting to each stockholder of record entitled to vote at such adjourned meeting as of the record date so fixed for notice of such adjourned meeting.

Section 2.11 Remote Communication. If authorized by the Board of Directors in its sole discretion, and subject to such guidelines and procedures as the Board of Directors may adopt, stockholders and proxy holders not physically present at a meeting of stockholders may, by means of remote communication:

(a) participate in a meeting of stockholders; and

(b) be deemed present in person and vote at a meeting of stockholders whether such meeting is to be held at a designated place or solely by means of remote communication;

provided, that

(i) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a stockholder or proxyholder;

(ii) the Corporation shall implement reasonable measures to provide such stockholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings; and

(iii) if any stockholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Corporation.

Section 2.12 Inspectors of Election. The Corporation may, and shall if required by law, in advance of any meeting of stockholders, appoint one or more inspectors of election, who may be employees of the Corporation, to act at the meeting or any adjournment thereof and to make a written report thereof. The Corporation may designate one or more persons as alternate inspectors to replace any inspector who fails to act. In the event that no inspector so appointed or designated is able to act at a meeting of stockholders, the chairman of the meeting shall appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath to execute faithfully the duties of inspector with strict impartiality and according to the best of his or her ability. The inspector or inspectors so appointed or designated shall (i) ascertain the number of shares of capital stock of the Corporation outstanding and the voting power of each such share, (ii) determine the shares of capital stock of the Corporation represented at the meeting and the validity of proxies and ballots, (iii) count all votes and ballots, (iv) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors and (v) certify their determination of the number of shares of capital stock of the Corporation represented at the meeting and such inspectors' count of all votes and ballots. Such certification and report shall specify such other information as may be required by law. In determining the validity and counting of proxies and ballots cast at any meeting of stockholders of the Corporation, the inspectors may consider such information as is permitted by applicable law. No person who is a candidate for an office at an election may serve as an inspector at such election.

Section 2.13 Delivery to the Corporation. Whenever this Article II requires one or more persons (including a record or beneficial owner of stock) to deliver a document or information to the Corporation or any officer, employee or agent thereof (including any notice, request, questionnaire, revocation, representation or other document or agreement), such document or information shall be in writing exclusively (and not in an electronic transmission) and shall be delivered exclusively by hand (including, without limitation, overnight courier service) or by certified or registered mail, return receipt requested, and the Corporation shall not be required to accept delivery of any document not in such written form or so delivered. For the avoidance of doubt, the Corporation expressly opts out of Section 116 of the DGCL with respect the delivery of information and documents to the Corporation required by this Article II.

ARTICLE III

Board of Directors

Section 3.01 Powers. Except as otherwise provided by the Certificate of Incorporation or the DGCL, the business and affairs of the Corporation shall be managed by or under the direction of its Board of Directors. The Board of Directors may exercise all such authority and powers of the Corporation and do all such lawful acts and things as are not by the DGCL or the Certificate of Incorporation directed or required to be exercised or done by the stockholders.

Section 3.02 Number and Term; Chairman. Subject to the Certificate of Incorporation, the number of directors shall be fixed exclusively by resolution of the Board of Directors. Directors shall be elected by the stockholders at their annual meeting, and the term of each director so elected shall be as set forth in the Certificate of Incorporation. Directors need not be stockholders. The Board of Directors shall elect from its ranks a Chairman of the Board of Directors, who shall have the powers and perform such duties as provided in these Bylaws and as the Board of Directors may from time to time prescribe. The Chairman of the Board of Directors shall preside at all meetings of the Board of Directors at which he or she is present. If the Chairman of the Board of Directors is not present at a meeting of the Board of Directors, the Chief Executive Officer (if the Chief Executive Officer is a director and is not also the Chairman of the Board of Directors) shall preside at such meeting, and, if the Chief Executive Officer is not present at such meeting or is not a director, a majority of the directors present at such meeting shall elect one (1) of their members to preside over such meeting.

Section 3.03 Resignations. Any director may resign at any time upon notice given in writing or by electronic transmission to the Board of Directors, the Chairman of the Board of Directors, the Chief Executive Officer or the Secretary of the Corporation. The resignation shall take effect at the time or upon the happening of any event specified therein, and if no specification is so made, at the time of its receipt. The acceptance of a resignation shall not be necessary to make it effective unless otherwise expressly provided in the resignation.

Section 3.04 Removal. Directors of the Corporation may be removed in the manner provided in the Certificate of Incorporation and applicable law.

Section 3.05 Vacancies and Newly Created Directorships. Except as otherwise provided by the DGCL and subject to the Stockholders Agreement, vacancies occurring in any directorship (whether by death, resignation, retirement, disqualification, removal or other cause) and newly created directorships resulting from any increase in the number of directors shall be filled in accordance with the Certificate of Incorporation. Any director elected to fill a vacancy or newly created directorship shall hold office until the next election of the class for which such director shall have been chosen and until his or her successor shall be elected and qualified, or until his or her earlier death, resignation, retirement, disqualification or removal.

Section 3.06 Meetings. Regular meetings of the Board of Directors may be held at such places and times as shall be determined from time to time by the Board of Directors. Special meetings of the Board of Directors may be called by the Chief Executive Officer of the Corporation or the Chairman of the Board of Directors, and shall be called by the Chief Executive Officer or the Secretary of the Corporation if directed by a majority of the directors then in office and shall be at such places and times as they or he or she shall fix. Notice need not be given of regular meetings of the Board of Directors. At least twenty four (24) hours before each special meeting of the Board of Directors, either written notice, notice by electronic transmission or oral notice (either in person or by telephone) notice of the time, date and place of the meeting shall be given to each director. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting.

Section 3.07 Quorum, Voting and Adjournment. Except as otherwise provided by the DGCL, the Certificate of Incorporation or these Bylaws, a majority of the total number of directors shall constitute a quorum for the transaction of business. Except as otherwise provided by the DGCL, the Certificate of Incorporation or these Bylaws, the act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. In the absence of a quorum, a majority of the directors present thereat may adjourn such meeting to another time and place. Notice of such adjourned meeting need not be given if the time and place of such adjourned meeting are announced at the meeting so adjourned.

Section 3.08 Committees; Committee Rules. The Board of Directors may designate one or more committees, including but not limited to an Audit Committee, a Compensation Committee and a Nominating and Corporate Governance Committee, each such committee to consist of one or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee to replace any absent or disqualified member at any meeting of the committee. Any such committee, to the extent provided in the resolution of the Board of Directors establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers that may require it; *provided* that no such committee shall have the power or authority in reference to the following matters: (a) approving or adopting, or recommending to the stockholders, any action or matter (other than the election or removal of directors) expressly required by the DGCL to be submitted to stockholders for approval or (b) adopting, amending or repealing any Bylaw of the Corporation. Each committee of the Board of Directors may fix its own rules of procedure and shall hold its meetings as provided by such rules, except as may otherwise be provided by a resolution of the Board of Directors designating such committee. Unless otherwise provided in such a resolution, the presence of at least a majority of the members of the committee shall be necessary to constitute a quorum unless the committee shall consist of one or two members, in which event one member shall constitute a quorum; and all matters shall be determined by a majority vote of the members present at a meeting of the committee at which a quorum is present. Unless otherwise provided in such a resolution, in the event that a member and that member's alternate, if alternates are designated by the Board of Directors, of such committee is or are absent or disqualified, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of any such absent or disqualified member.

Section 3.09 Action Without a Meeting. Unless otherwise restricted by the Certificate of Incorporation, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if all members of the Board of Directors or any committee thereof, as the case may be, consent thereto in writing or by electronic transmission. After an action is taken, the consent or consents relating thereto shall be filed in the minutes of proceedings of the Board of Directors. Such filing shall be in paper form if the minutes are maintained in paper form or shall be in electronic form if the minutes are maintained in electronic form.

Section 3.10 Remote Meeting. Unless otherwise restricted by the Certificate of Incorporation, members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting by means of conference telephone or other communications equipment in which all persons participating in the meeting can hear each other. Participation in a meeting by means of conference telephone or other communications equipment shall constitute presence in person at such meeting.

Section 3.11 Compensation. The Board of Directors shall have the authority to fix the compensation, including fees and reimbursement of expenses, of directors for services to the Corporation in any capacity.

Section 3.12 Reliance on Books and Records. A member of the Board of Directors, or a member of any committee designated by the Board of Directors shall, in the performance of such person's duties, be fully protected in relying in good faith upon records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of the Corporation's officers or employees, or committees of the Board of Directors, or by any other person as to matters the member reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

ARTICLE IV

Officers

Section 4.01 Number. The officers of the Corporation shall include any officers required by the DGCL, each of whom shall be elected by the Board of Directors and who shall hold office for such terms as shall be determined by the Board of Directors and until their successors are elected and qualify or until their earlier resignation or removal. In addition, the Board of Directors may elect a Chief Executive Officer, a President, one or more Vice Presidents, including one or more Executive Vice Presidents, Senior Vice Presidents, a Treasurer and one or more Assistant Treasurers, a Secretary, one or more Assistant Secretaries and any other additional officers as the Board of Directors deems necessary or advisable, who shall hold their office for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors. Any number of offices may be held by the same person.

Section 4.02 Other Officers and Agents. The Board of Directors may appoint such other officers and agents as it deems advisable, who shall hold their office for such terms and shall exercise and perform such powers and duties as shall be determined from time to time by the Board of Directors.

Section 4.03 Chief Executive Officer/President. The Chief Executive Officer, who shall also be the President, subject to the determination of the Board of Directors, shall have general executive charge, management, and control of the properties and operations of the Corporation in the ordinary course of its business, with all such powers with respect to such properties and operations as may be reasonably incident to such responsibilities. If the Board of Directors has not elected a Chairman of the Board of Directors or in the absence or inability to act as the Chairman of the Board of Directors, the Chief Executive Officer shall exercise all of the powers and discharge all of the duties of the Chairman of the Board of Directors, but only if the Chief Executive Officer is a director of the Corporation.

Section 4.04 Vice Presidents. Each Vice President, if any are elected, of whom one or more may be designated an Executive Vice President or Senior Vice President, shall have such powers and shall perform such duties as shall be assigned to him or her by the Chief Executive Officer or the Board of Directors.

Section 4.05 Treasurer. The Treasurer shall have custody of the corporate funds, securities, evidences of indebtedness and other valuables of the Corporation and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation. The Treasurer shall deposit all moneys and other valuables in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors or its designees selected for such purposes. The Treasurer shall disburse the funds of the Corporation, taking proper vouchers therefor. The Treasurer shall render to the Chief Executive Officer and the Board of Directors, upon their request, a report of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond for the faithful discharge of his or her duties in such amount and with such surety as the Board of Directors shall prescribe.

In addition, the Treasurer shall have such further powers and perform such other duties incident to the office of Treasurer as from time to time are assigned to him or her by the Chief Executive Officer or the Board of Directors.

Section 4.06 Secretary. The Secretary shall: (a) cause minutes of all meetings of the stockholders and directors to be recorded and kept properly; (b) cause all notices required by these Bylaws or otherwise to be given properly; (c) see that the minute books, stock books, and other nonfinancial books, records and papers of the Corporation are kept properly; and (d) cause all reports, statements, returns, certificates and other documents to be prepared and filed when and as required. The Secretary shall have such further powers and perform such other duties as prescribed from time to time by the Chief Executive Officer or the Board of Directors.

Section 4.07 Assistant Treasurers and Assistant Secretaries. Each Assistant Treasurer and each Assistant Secretary, if any are elected, shall be vested with all the powers and shall perform all the duties of the Treasurer and Secretary, respectively, in the absence or disability of such officer, unless or until the Chief Executive Officer or the Board of Directors shall otherwise determine. In addition, Assistant Treasurers and Assistant Secretaries shall have such powers and shall perform such duties as shall be assigned to them by the Chief Executive Officer or the Board of Directors.

Section 4.08 Corporate Funds and Checks. The funds of the Corporation shall be kept in such depositories as shall from time to time be prescribed by the Board of Directors or its designees selected for such purposes. All checks or other orders for the payment of money shall be signed by the Chief Executive Officer, a Vice President, the Treasurer or the Secretary or such other person or agent as may from time to time be authorized and with such countersignature, if any, as may be required by the Board of Directors.

Section 4.09 Contracts and Other Documents. The Chief Executive Officer and the Secretary, or such other officer or officers as may from time to time be authorized by the Board of Directors or any other committee given specific authority in the premises by the Board of Directors during the intervals between the meetings of the Board of Directors, shall have power to sign and execute on behalf of the Corporation deeds, conveyances and contracts, and any and all other documents requiring execution by the Corporation.

Section 4.10 Ownership of Stock of Another Corporation. Unless otherwise directed by the Board of Directors, the Chief Executive Officer, a Vice President, the Treasurer or the Secretary, or such other officer or agent as shall be authorized by the Board of Directors, shall have the power and authority, on behalf of the Corporation, to attend and to vote at any meeting of securityholders of any entity in which the Corporation holds securities or equity interests and may exercise, on behalf of the Corporation, any and all of the rights and powers incident to the ownership of such securities or equity interests at any such meeting, including the authority to execute and deliver proxies and consents on behalf of the Corporation.

Section 4.11 Delegation of Duties. In the absence, disability or refusal of any officer to exercise and perform his or her duties, the Board of Directors may delegate to another officer such powers or duties.

Section 4.12 Resignation and Removal. Any officer of the Corporation may be removed from office for or without cause at any time by the Board of Directors. Any officer may resign at any time in the same manner prescribed under Section 3.03 of these Bylaws.

Section 4.13 Vacancies. The Board of Directors shall have the power to fill vacancies occurring in any office.

ARTICLE V

Stock

Section 5.01 Shares With Certificates. The shares of stock of the Corporation shall be represented by certificates, *provided* that the Board of Directors may provide by resolution or resolutions that some or all of any or all classes or series of the Corporation's stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation. Every holder of stock in the Corporation represented by certificates shall be entitled to have a certificate signed by, or in the name of, the Corporation by any two authorized officers of the Corporation (it being understood that each of the Chairman of the Board of Directors, the Vice Chairman of the Board of Directors, Chief Executive Officer, President, Chief Financial Officer, a Vice President, the Treasurer, any Assistant Treasurer, the Secretary and any Assistant Secretary of the Corporation shall be an authorized officer for such purpose), certifying the number and class of shares of stock of the Corporation owned by such holder. Any or all of the signatures on the certificate may be a facsimile. The Board of Directors shall have the power to appoint one or more transfer agents and/or registrars for the transfer or registration of certificates of stock of any class, and may require stock certificates to be countersigned or registered by one or more of such transfer agents and/or registrars.

Section 5.02 Uncertificated Shares. If the Board of Directors chooses to issue uncertificated shares, within a reasonable time after the issue or transfer of uncertificated shares, the Corporation shall, if required by the DGCL, give a notice to the registered owner thereof containing the information required to be set forth or stated on stock certificates by the applicable provisions of the DGCL. The Corporation may adopt a system of issuance, recordation and transfer of its shares of stock by electronic or other means not involving the issuance of certificates, provided that the use of such system by the Corporation is permitted by applicable law.

Section 5.03 Transfer of Shares. Shares of stock of the Corporation shall be transferable upon its books by the holders thereof, in person or by their duly authorized attorneys or legal representatives, upon surrender to the Corporation by delivery thereof (to the extent evidenced by a physical stock certificate) to the person in charge of the stock and transfer books and ledgers. Certificates representing such shares, if any, shall be cancelled and new certificates, if the shares are to be certificated, shall thereupon be issued. Shares of capital stock of the Corporation that are not represented by a certificate shall be transferred in accordance with any procedures adopted by the Corporation or its agents and applicable law. A record shall be made of each transfer. Whenever any transfer of shares shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of the transfer if, when the certificates are presented to the Corporation for transfer or uncertificated shares requested to be transferred, both the transferor and transferee request the Corporation do so. The Corporation shall have power and authority to make such rules and regulations as it may deem necessary or proper concerning the issue, transfer and registration of certificates representing shares of stock of the Corporation and uncertificated shares.

Section 5.04 Lost, Stolen, Destroyed or Mutilated Certificates. A new certificate of stock or uncertificated shares may be issued in the place of any certificate previously issued by the Corporation alleged to have been lost, stolen or destroyed, and the Corporation may, in its discretion, require the owner of such lost, stolen or destroyed certificate, or his or her legal representative, to give the Corporation a bond, in such sum as the Corporation may direct, in order to indemnify the Corporation against any claims that may be made against it in connection therewith. A new certificate or uncertificated shares of stock may be issued in the place of any certificate previously issued by the Corporation that has become mutilated upon the surrender by such owner of such mutilated certificate and, if required by the Corporation, the posting of a bond by such owner in an amount sufficient to indemnify the Corporation against any claim that may be made against it in connection therewith.

Section 5.05 List of Stockholders Entitled to Vote. The Corporation shall prepare, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting (*provided, however*, if the record date for determining the stockholders entitled to vote is less than ten (10) days before the date of the meeting, the list shall reflect the stockholders entitled to vote as of the tenth (10th) day before the meeting date), arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting at least ten (10) days prior to the meeting (a) on a reasonably accessible electronic network; *provided* that the information required to gain access to such list is provided with the notice of meeting or (b) during ordinary business hours at the principal place of business of the Corporation. In the event that the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to stockholders of the Corporation. If the meeting is to be held at a place, then a list of stockholders entitled to vote at the meeting shall be produced and kept at the time and place of the meeting during the whole time thereof and may be examined by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting. Except as otherwise provided by the DGCL, the stock ledger shall be the only evidence as to who are the stockholders entitled to examine the list of stockholders required by this Section 5.05 or to vote in person or by proxy at any meeting of stockholders.

Section 5.06 Fixing Date for Determination of Stockholders of Record.

(A) In order that the Corporation may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall, unless otherwise required by law, not be more than sixty (60) nor less than ten (10) days before the date of such meeting. If the Board of Directors so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board of Directors determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; *provided, however*, that the Board of Directors may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance herewith at the adjourned meeting.

(B) In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall not be more than sixty (60) days prior to such action. If no such record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

(C) Unless otherwise restricted by the Certificate of Incorporation, in order that the Corporation may determine the stockholders entitled to express consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than ten (10) days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. If no record date for determining stockholders entitled to express consent to corporate action in writing without a meeting is fixed by the Board of Directors, (i) when no prior action of the Board of Directors is required by law, the record date for such purpose shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation in accordance with applicable law, and (ii) if prior action by the Board of

Directors is required by law, the record date for such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

Section 5.07 Registered Stockholders. Prior to the surrender to the Corporation of the certificate or certificates for a share or shares of stock or notification to the Corporation of the transfer of uncertificated shares with a request to record the transfer of such share or shares, the Corporation may treat the registered owner of such share or shares as the person entitled to receive dividends, to vote, to receive notifications and otherwise to exercise all the rights and powers of an owner of such share or shares. To the fullest extent permitted by law, the Corporation shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof.

ARTICLE VI

Notice and Waiver of Notice

Section 6.01 Notice.

(A) Without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders given by the Corporation under any provision of the DGCL, the Certificate of Incorporation or these Bylaws may be given in writing directed to the stockholder's mailing address (or by electronic transmission directed to the stockholder's electronic mail address, as applicable) as it appears on the records of the Corporation. Notice shall be given (i) if mailed, when deposited in the United States mail, (ii) if delivered by courier service, the earlier of when the notice is received or left at the stockholder's address, or (iii) if given by electronic mail, when directed to such stockholder's electronic mail address (unless the stockholder has notified the Corporation in writing or by electronic transmission of an objection to receiving notice by electronic mail or such notice is prohibited by the DGCL to be given by electronic transmission). A notice by electronic mail must include a prominent legend that the communication is an important notice regarding the Corporation. A notice by electronic mail will include any files attached thereto and any information hyperlinked to a website if such electronic mail includes the contact information of an officer or agent of the Corporation who is available to assist with accessing such files or information. Any notice to stockholders given by the Corporation under any provision of the DGCL, the Certificate of Incorporation or these Bylaws provided by means of electronic transmission (other than any such notice given by electronic mail) may only be given in a form consented to by such stockholder, and any such notice by such means of electronic transmission shall be deemed to be given as provided by the DGCL.

(B) Except as otherwise provided herein or permitted by applicable law, notices to any director may be in writing and delivered personally or mailed to such director at such director's address appearing on the books of the Corporation, or may be given by telephone or by any means of electronic transmission (including, without limitation, electronic mail) directed to an address for receipt by such director of electronic transmissions appearing on the books of the Corporation.

(C) Without limiting the manner by which notice otherwise may be given effectively to stockholders, and except as prohibited by applicable law, any notice to stockholders given by the Corporation under any provision of applicable law, the Certificate of Incorporation, or these Bylaws shall be effective if given by a single written notice to stockholders who share an address if consented to by the stockholders at that address to whom such notice is given. Any such consent shall be revocable by the stockholder by written notice to the corporation. Any stockholder who fails to object in writing to the corporation, within 60 days of having been given written notice by the Corporation of its intention to send the single notice permitted under this Section 6.01(C), shall be deemed to have consented to receiving such single written notice.

Section 6.02 Waiver of Notice. A written waiver of any notice, signed by a stockholder or director, or waiver by electronic transmission by such person, whether given before or after the time of the event for which notice is to be given, shall be deemed equivalent to the notice required to be given to such person. Neither the business nor the purpose of any meeting need be specified in such a waiver. Attendance at any meeting (in person or by remote communication) shall constitute waiver of notice except attendance for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

ARTICLE VII

Indemnification

Section 7.01 Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she is or was a director or an officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee, agent or trustee of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee, agent or trustee or in any other capacity while serving as a director, officer, employee, agent or trustee, shall be indemnified and held harmless by the Corporation to the fullest extent permitted by Delaware law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than such law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) actually and reasonably incurred or suffered by such indemnitee in connection therewith; provided, however, that, except as provided in Section 7.03 of these Bylaws with respect to proceedings to enforce rights to indemnification or advancement of expenses or with respect to any compulsory counterclaim brought by such indemnitee, the Corporation shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board of Directors.

Any reference to an officer of the Corporation in this Article VII shall be deemed to refer exclusively to the Chief Executive Officer, President, Chief Financial Officer, General Counsel and Secretary of the Corporation appointed pursuant to Article IV of these Bylaws, and to any Vice President, Assistant Secretary, Assistant Treasurer or other officer of the Corporation appointed by the Board of Directors pursuant to Article IV of these Bylaws, and any reference to an officer of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall be deemed to refer exclusively to an officer appointed by the board of directors or equivalent governing body of such other entity pursuant to the certificate of incorporation and bylaws or equivalent organizational documents of such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise. The fact that any person who is or was an employee of the Corporation or an employee of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, but not an officer thereof as described in the preceding sentence, has been given or has used the title of “Vice President” or any other title that could be construed to suggest or imply that such person is or may be such an officer of the Corporation or of such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall not result in such person being constituted as, or being deemed to be, such an officer of the Corporation or of such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise for purposes of this Article VII.

Section 7.02 Right to Advancement of Expenses. In addition to the right to indemnification conferred in Section 7.01 of these Bylaws, an indemnitee shall also have the right to be paid by the Corporation the expenses (including attorney’s fees) incurred in appearing at, participating in or defending any such proceeding in advance of its final disposition or in connection with a proceeding brought to establish or enforce a right to indemnification or advancement of expenses under this Article VII (which shall be governed by Section 7.03 of these Bylaws (hereinafter an “advancement of expenses”); *provided*, *however*, that, if the DGCL requires or in the case of an advance made in a proceeding brought to establish or enforce a right to indemnification or advancement, an advancement of expenses incurred by an indemnitee in his or her capacity as a director or officer of the Corporation (and not in any other capacity in which service was or is rendered by such indemnitee, including, without limitation, service to an employee benefit plan) shall be made solely upon delivery to the Corporation of an undertaking (hereinafter an “undertaking”), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “final adjudication”) that such indemnitee is not entitled to be indemnified or entitled to advancement of expenses under Section 7.01 and Section 7.02 of these Bylaws or otherwise.

Section 7.03 Right of Indemnitee to Bring Suit. If a claim under Section 7.01 or Section 7.02 of these Bylaws is not paid in full by the Corporation within (i) sixty (60) days after a written claim for indemnification has been received by the Corporation or (ii) twenty (20) days after a claim for an advancement of expenses has been received by the Corporation, the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim or to obtain advancement of expenses, as applicable. To the fullest extent permitted by law, if the indemnitee is successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met any applicable standard for indemnification set forth in the DGCL. Neither the failure of the Corporation (including by its directors who are not parties to such action, a committee of such directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Corporation (including by its directors who are not parties to such action, a committee of such directors, independent legal counsel, or its stockholders) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this Article VII or otherwise shall be on the Corporation.

Section 7.04 Indemnification Not Exclusive.

(A) The provision of indemnification to or the advancement of expenses and costs to any indemnitee under this Article VII, or the entitlement of any indemnitee to indemnification or advancement of expenses and costs under this Article VII, shall not limit or restrict in any way the power of the Corporation to indemnify or advance expenses and costs to such indemnitee in any other way permitted by law or be deemed exclusive of, or invalidate, any right to which any indemnitee seeking indemnification or advancement of expenses and costs may be entitled under any law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such indemnitee’s capacity as an officer, director, employee or agent of the Corporation and as to action in any other capacity.

(B) Given that certain jointly indemnifiable claims (as defined below) may arise due to the service of the indemnitee as a director and/or officer of the Corporation and as a director, officer, employee or agent of one or more indemnitee-related entities (as defined below), the Corporation shall be fully and primarily responsible for the payment to the indemnitee in respect of indemnification or advancement of expenses in connection with any such jointly indemnifiable claims, pursuant to and in accordance with the terms of this Article VII, irrespective of any right of recovery the indemnitee may have from any indemnitee-related entity. Under no circumstance shall the Corporation be entitled to any right of subrogation or contribution by any indemnitee-related entity and no right of advancement or recovery the indemnitee may have from any indemnitee-related entity shall reduce or otherwise alter the rights of the indemnitee or the obligations of the Corporation hereunder. In the event that any indemnitee-related entity shall make any payment to the indemnitee in respect of indemnification or advancement of expenses with respect to any jointly indemnifiable claim, such indemnitee-related entity shall be subrogated to the extent of such payment to all of the rights of recovery of the indemnitee against the Corporation, and the indemnitee shall execute all papers reasonably required and shall do all things that may be reasonably necessary to secure such rights, including the execution of such documents as may be necessary to enable any indemnitee-related entity effectively to bring suit to enforce such rights. Each of the indemnitee-related entities shall be third-party beneficiaries with respect to this Section 7.04(B), entitled to enforce this Section 7.04(B).

For purposes of this Section 7.04(B), the following terms shall have the following meanings:

(1) The term "indemnitee-related entities" means any corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise (other than the Corporation or any other corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise for which the indemnitee has agreed, on behalf of the Corporation or at the Corporation's request, to serve as a director, officer, employee or agent and which service is covered by the indemnity described herein) from whom an indemnitee may be entitled to indemnification or advancement of expenses with respect to which, in whole or in part, the Corporation may also have an indemnification or advancement obligation (other than as a result of obligations under an insurance policy).

(2) The term "jointly indemnifiable claims" shall be broadly construed and shall include, without limitation, any action, suit or proceeding for which the indemnitee shall be entitled to indemnification or advancement of expenses from both an indemnitee-related entity and the Corporation pursuant to Delaware law, any agreement or certificate of incorporation, bylaws, partnership agreement, operating agreement, certificate of formation, certificate of limited partnership or comparable organizational documents of the Corporation or an indemnitee-related entity, as applicable.

Section 7.05 Nature of Rights. The rights conferred upon indemnitees in this Article VII shall be contract rights and such rights shall continue as to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators. Any amendment, alteration or repeal of this Article VII that adversely affects any right of an indemnitee or its successors shall be prospective only and shall not limit, eliminate, or impair any such right with respect to any proceeding involving any occurrence or alleged occurrence of any action or omission to act that took place prior to such amendment or repeal.

Section 7.06 Insurance. The Corporation may purchase and maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL.

Section 7.07 Indemnification of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article VII with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE VIII

Miscellaneous

Section 8.01 Electronic Transmission, etc. For purposes of these Bylaws, the terms "electronic transmission," "electronic mail," and "electronic mail address," as used herein, shall have the meanings ascribed thereto in the DGCL.

Section 8.02 Corporate Seal. The Board of Directors may provide a suitable seal, containing the name of the Corporation, which seal shall be in the charge of the Secretary. If and when so directed by the Board of Directors or a committee thereof, duplicates of the seal may be kept and used by the Treasurer or by an Assistant Secretary or Assistant Treasurer.

Section 8.03 Fiscal Year. The fiscal year of the Corporation shall end on December 31, or such other day as the Board of Directors may designate.

Section 8.04 Section Headings. Section headings in these Bylaws are for convenience of reference only and shall not be given any substantive effect in limiting or otherwise construing any provision herein.

Section 8.05 Inconsistent Provisions. In the event that any provision of these Bylaws is or becomes inconsistent with any provision of the Certificate of Incorporation, the DGCL or any other applicable law, such provision of these Bylaws shall not be given any effect to the extent of such inconsistency but shall otherwise be given full force and effect.

ARTICLE IX

Amendments

Section 9.01 Amendments. The Board of Directors is expressly authorized to make, amend, alter, change, add to or repeal, in whole or in part, these Bylaws without the assent or vote of the stockholders in any manner not inconsistent with the laws of the State of Delaware or the Certificate of Incorporation. Notwithstanding any other provisions of these Bylaws or any provision of law that might otherwise permit a lesser vote of the stockholders, at any time when the Stockholder Parties beneficially own, in the aggregate, less than 50% of the total voting power of all the then outstanding shares of stock of the Corporation entitled to vote generally in the election of directors, in addition to any vote of the holders of any class or series of capital stock of the Corporation required by the Certificate of Incorporation (including any certificate of designation relating to any series of Preferred Stock (as defined in the Certificate of Incorporation)), these Bylaws or applicable law, the affirmative vote of the holders of at least 66

2/3% of the total voting power of all the then outstanding shares of stock of the Corporation entitled to vote thereon, voting together as a single class, shall be required in order for the stockholders of the Corporation to alter, amend, repeal or rescind, in whole or in part, any provision of these Bylaws (including, without limitation, this Section 9.01) or to adopt any provision inconsistent herewith.

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REGISTRATION RIGHTS AGREEMENT

BY AND AMONG

ZOOMINFO TECHNOLOGIES INC.,

THE “INVESTORS”
as defined herein,

THE “22C INVESTORS”
as defined herein

AND

THE “OTHER HOLDERS”
as defined herein

Dated as of [ ], 2020

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REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this "**Agreement**") is made as of the [ ] day of [ ], 2020, by and among ZoomInfo Technologies Inc., a Delaware corporation (the "**Company**"), each of the Investors listed on Schedule A hereto (together with their successors and Permitted Transferees as provided herein, an "**Investor**"), the 22C Investors (as defined herein) and each of the holders of Registrable Securities identified on Schedule C attached hereto (together with their successors and Permitted Transferees as provided herein, each, an "**Other Holder**") and any Person that becomes a party to this Agreement pursuant to Section 5.10 hereto as an "Investor" or an "Other Holder" as applicable.

RECITALS

WHEREAS, the Investors, the 22C Investors and the Other Holders hold Registrable Securities (as defined herein).

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and obligations hereinafter set forth, the parties hereto hereby agree as follows:

1. Definitions. For purposes of this Agreement:

1.1 "**22C Investors**" means, collectively, 22C Magellan Holdings, LLC, 22C Capital I-A, L.P. and their Permitted Transferees.

1.2 "**22C Majority Interest**" means the 22C Investors holding a majority of the Registrable Securities.

1.3 "**Affiliate**" means, with respect to any specified Person, any other Person who, directly or indirectly, controls, is controlled by or is under common control with such Person, including without limitation any general partner, managing member, officer or director of such Person or any venture capital or private equity fund now or hereafter existing that is controlled by one or more general partners or managing members of, or shares the same management company with, such Person.

1.4 "**Agreement**" has the meaning specified in the Preamble.

1.5 "**Block Sale**" means the sale of Equity Securities to one or several purchasers in a registered transaction by means of (i) a bought deal, (ii) a block trade or (iii) a registered direct sale.

1.6 "**Carlyle Investors**" means, collectively, Carlyle Partners VI Evergreen Holdings, L.P., Carlyle Partners VI Dash Holdings, L.P., CP VI Evergreen Holdings, L.P. and their Permitted Transferees.

1.7 "**Carlyle Majority Interest**" means the Carlyle Investors holding a majority of the Registrable Securities.

1.8 “**Carlyle Sale**” means (i) any Block Sale or (ii) any other sale of Equity Securities in an unregistered transaction in an amount equal to or greater than the Minimum Amount, in each case by any Carlyle Investor.

1.9 “**Carlyle Sale Notice**” has the meaning specified in Section 4.1.

1.10 “**Carlyle Sale Securities**” has the meaning specified in Section 4.1.

1.11 “**Class A Common Stock**” means the shares of Class A common stock, par value $0.01 per share, of the Company and any and all securities of any kind whatsoever which may be issued after the date hereof in respect of, or in exchange for, such Class A common stock of the Company pursuant to a merger, consolidation, stock split, stock dividend, conversion or recapitalization of the Company or otherwise.

1.12 “**Company**” has the meaning specified in the Preamble.

1.13 “**Damages**” means any loss, damage or liability (joint or several) to which a party hereto may become subject under the Securities Act, the Exchange Act or other federal or state law, insofar as such loss, damage or liability (or any action in respect thereof) arises out of or is based upon (i) any untrue statement or alleged untrue statement of a material fact contained in any registration statement of the Company, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto; (ii) an omission or alleged omission to state in any registration statement of the Company, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements therein, a material fact required to be stated therein, or necessary to make the statements therein not misleading; or (iii) any violation or alleged violation by the indemnifying party (or any of its agents or Affiliates) of the Securities Act, the Exchange Act, any state securities law or any rule or regulation promulgated under the Securities Act, the Exchange Act or any state securities law.

1.14 “**Demand Notice**” has the meaning specified in Section 2.1(a).

1.15 “**Equity Securities**” means (i) any and all equity securities of the Company held, directly or indirectly, by the Holders from time to time and (ii) any and all other shares of common stock or other equity securities of the Company, securities of the Company convertible into, or exchangeable or exercisable for, such shares and options, warrants or other rights to acquire such shares of common stock or other equity securities.

1.16 “**Exchange Act**” means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

1.17 “**Excluded Registration**” means (i) a registration relating to the sale of securities to employees of the Company or a subsidiary pursuant to a stock option, stock purchase, or similar plan; (ii) a registration relating to an SEC Rule 145 transaction; (iii) a registration on any form that does not include substantially the same information as would be required to be included in a registration statement covering the sale of the Registrable Securities; or (iv) a registration in which either (A) no Class A Common Stock is being registered or (B) the only Class A Common

Stock being registered is Class A Common Stock issuable upon conversion of debt securities that are also being registered.

1.18 "**Form S-1**" means such form under the Securities Act as in effect on the date hereof or any successor registration form under the Securities Act subsequently adopted by the SEC.

1.19 "**Form S-3**" means such form under the Securities Act as in effect on the date hereof or any successor registration form under the Securities Act subsequently adopted by the SEC that permits incorporation of substantial information by reference to other documents filed by the Company with the SEC.

1.20 "**Fund Indemnitees**" has the meaning specified in Section 2.9(e).

1.21 "**Fund Indemnitors**" has the meaning specified in Section 2.9(e).

1.22 "**HoldCo LLC Agreement**" means the Amended and Restated Limited Liability Company Agreement of ZoomInfo HoldCo, dated as of [ ], 2020, as may be amended from to time.

1.23 "**Holder**" means the Carlyle Investors, the TA Investors, the 22C Investors, the Other Holders or any other holder of Registrable Securities who is a party to this Agreement.

1.24 "**Immediate Family Member**" means a child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law, including adoptive relationships, of a natural Person referred to herein.

1.25 "**Initiating Holders**" means, collectively, Holders who properly initiate a registration request under this Agreement.

1.26 "**Investor**" has the meaning specified in the Preamble.

1.27 "**IPO**" means the Company's first underwritten public offering of its Class A Common Stock pursuant to an effective registration statement under the Securities Act.

1.28 "**Minimum Amount**" has the meaning specified in Section 5.4.

1.29 "**OpCo LLC Agreement**" means the Fifth Amended and Restated Limited Liability Company Agreement of ZoomInfo OpCo, dated as of [ ], 2020, as may be amended from to time.

1.30 "**Other Holder**" has the meaning specified in the Preamble.

1.31 "**Participating Investors**" has the meaning specified in Section 4.1.

1.32 "**Participation Election Notice**" has the meaning specified in Section 4.1.

1.33 “**Permitted Transferee**” has the meaning set forth in the OpCo LLC Agreement.

1.34 “**Person**” means any individual, corporation, partnership, trust, limited liability company, association or other entity.

1.35 “**Proposed Purchaser**” has the meaning specified in Section 4.1.

1.36 “**Registrable Securities**” means (i) any shares of Class A Common Stock held by the Holders at any time; (ii) any shares of Class A Common Stock issued or issuable (directly or indirectly) upon conversion and/or exercise of any other securities of the Company held by the Holders at any time; (iii) any shares of Class A Common Stock issued as (or issuable upon the conversion or exercise of any warrant, right, or other security that is issued as) a dividend or other distribution with respect to, or in exchange for or in replacement of, the shares referenced in clauses (i) and (ii) above; or (iv) any shares of Class A Common Stock that may be delivered (x) in exchange for equity interests in ZoomInfo OpCo pursuant to the terms of the OpCo LLC Agreement or (y) in exchange for equity interests in ZoomInfo HoldCo pursuant to the terms of the HoldCo LLC Agreement. As to any particular Registrable Securities, such securities shall cease to be Registrable Securities when (i) a registration statement with respect to the sale of such securities shall have been declared effective under the Securities Act and such securities shall have been disposed of in accordance with such registration statement, (ii) such securities shall have been sold (other than in a privately negotiated sale where the transferor has assigned its rights under this Agreement and the transferee agrees in writing to be bound by the terms hereof) in compliance with the requirements of SEC Rule 144, as such SEC Rule 144 may be amended (or any successor provision thereto) or (iii) the registration rights have terminated with respect to such securities pursuant to Section 2.13 of this Agreement.

1.37 “**SEC**” means the Securities and Exchange Commission.

1.38 “**SEC Rule 144**” means Rule 144 promulgated by the SEC under the Securities Act.

1.39 “**SEC Rule 145**” means Rule 145 promulgated by the SEC under the Securities Act.

1.40 “**Securities Act**” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

1.41 “**Selling Investors**” has the meaning specified in Section 4.1.

1.42 “**Shelf Underwritten Offering**” has the meaning specified in Section 2.2.

1.43 “**TA Investor**s” means, collectively, TA XI DO Feeder, L.P., TA SDF III DO Feeder, L.P., TA SDF II DO Feeder, L.P., TA Atlantic & Pacific VII-B, L.P., TA XI DO AIV, L.P., TA SDF III DO AIV, L.P., TA SDF II DO AIV, L.P., TA Atlantic & Pacific VII-A, L.P., TA Investors

IV, L.P., TA Associates AP VII GP, L.P., TA Associates SDF II, L.P., TA Associates SDF III GP, L.P. and TA Associates XI GP, L.P. and their Permitted Transferees.

1.44 "**TA Majority Interest**" means the TA Investors holding a majority of the Registrable Securities.

1.45 "**Take-Down Notice**" has the meaning specified in Section 2.2.

1.46 "**ZoomInfo HoldCo**" means ZoomInfo Intermediate Holdings LLC, a Delaware limited liability company, and its successors.

1.47 "**ZoomInfo OpCo**" means ZoomInfo Holdings LLC (formerly known as DiscoverOrg Holdings, LLC), a Delaware limited liability company, and its successors.

2. Registration Rights. The Company covenants and agrees as follows:

2.1 Demand Registration.

(a) Form S-1 Demand. Subject to Section 2.1(c), if the Company receives a request (i) from any Investor at any time after ninety (90) days following the closing of an IPO (so as to effect the registration one hundred eighty (180) days following an IPO, or as soon as reasonably practicable thereafter) or (ii) from any of the 22C Investors at any time following the second anniversary of the closing date of an IPO that the Company file a Form S-1 registration statement, then the Company shall (x) within ten (10) days after the date such request is given, give notice thereof (the "**Demand Notice**") to all Holders other than the Initiating Holders; and (y) as soon as practicable and within sixty (60) days after the date such request is given by the Initiating Holders but in no event earlier than the earlier of (i) one hundred eighty (180) days following an IPO or (ii) the effective date of the underwriters' waiver of the restrictions set forth in the applicable lock-up agreement entered into in connection with an IPO, file a Form S-1 registration statement under the Securities Act covering all Registrable Securities that the Initiating Holders requested to be registered and any additional Registrable Securities requested to be included in such registration by any other Holders, as specified by notice given by each such Holder to the Company within twenty (20) days of the date the Demand Notice is given, and in each case, subject to the limitations of Section 2.4.

(b) Form S-3 Demand. Subject to Section 2.1(c), if at any time when it is eligible to use a Form S-3 registration statement, the Company receives a request from (x) any Investor, (y) any of the 22C Investors or (z) Other Holders holding a majority of the Registrable Securities held by all Other Holders that the Company file a Form S-1 or Form S-3 registration statement with respect to outstanding Registrable Securities, then the Company shall (i) within ten (10) days after the date such request is given, give a Demand Notice to all Holders other than the Initiating Holders; and (ii) as soon as practicable, and in any event within thirty (30) days after the date such request is given by the Initiating Holders, file a Form S-3 registration statement under the Securities Act covering all Registrable Securities that the Initiating Holders requested to be registered and any additional Registrable Securities requested to be included in such registration by any other Holders, as specified by notice given by each such Holder to the Company within twenty (20) days of the date the Demand Notice is given, and in each case, subject to the limitations of Section 2.4. Notwithstanding the foregoing, no 22C Investor shall be entitled to deliver a Demand Notice pursuant to clauses (y) or (z) of this Section 2.1(b) (1) until the second anniversary of the closing date of an IPO and (2) more than once in any twelve (12)-month period.

(c) Limitations on Registration. The Company shall not be obligated to effect, or to take any action to effect, any registration pursuant to Section 2.1(a) (i) with respect to a Demand Notice from any of the Carlyle Investors, if the Company has effected three (3) registrations pursuant to Section 2.1(a) pursuant to Demand Notices from the Carlyle Investors; (ii) with respect to a Demand Notice from any of the TA Investors, if the Company has effected three (3) registrations pursuant to Section 2.1(a) pursuant to Demand Notices from the TA Investors; (iii) with respect to a Demand Notice from any of the 22C Investors, if the Company has effected a registration pursuant to a Demand Notice from a 22C Investor within the prior twelve (12) months; or (iv) if the Initiating Holders propose to dispose of shares of Registrable Securities that may be immediately registered on Form S-3 pursuant to a request made pursuant to Section 2.1(b). The Company shall not be obligated to effect, or to take any action to effect, any registration pursuant to Section 2.1(b) if the Company has effected four (4) registrations pursuant to Section 2.1(b), at least one (1) of which was initiated by the Other Holders holding a majority of the Registrable Securities held by all Other Holders, at least one (1) of which was initiated by any of the Carlyle Investors, at least one (1) of which was initiated by any of the TA Investors, and at least one (1) of which was initiated by any of the 22C Investors, in each case within the twelve (12)-month period immediately preceding the date of such request. Any Form S-1 demand registration requested pursuant to Section 2.1(a) must be for a registration in which the applicable Registrable Securities are sold to an underwriter or underwriters on a firm commitment basis for reoffering to the public with an expected value of at least $50 million or, if less, such registration request is for all remaining Registrable Securities of the Investor making such registration request. A registration shall not be counted as "effected" for purposes of this Section 2.1(c) (X) until such time as the applicable registration statement has been declared effective by the SEC, unless the Initiating Holders withdraw their request for such registration and elect not to pay the registration expenses pursuant to Section 2.7, in which case such withdrawn registration statement shall be counted as "effected" for purposes of this Section 2.1(c); provided, however, in the event that a withdrawal by the Holders is based upon material adverse information relating to the Company that is different from the information known or available (upon request from the Company or otherwise) to the Holders requesting registration at the time of their request for registration under this Section 2.1, such registration shall not be treated as "effected" for purposes of this Section 2.1, even though the Holders do not bear the registration expenses for such registration, (Y) if such registration statement is not maintained effective for the period required pursuant to Section 2.5(a) or (Z) if the offering of the Registrable Securities pursuant to such registration statement is subject to a stop order, injunction or similar order or requirement of the SEC during such period, in which case, such requesting holder of Registrable Securities shall be entitled to an additional registration pursuant to Section 2.1(a) in lieu thereof.

(d) Delay in Filing. If the Company furnishes to the Initiating Holders requesting a registration pursuant to Section 2.1(a) or Section 2.1(b) a certificate signed by the chief executive officer or the chief financial officer of the Company stating that in the good faith judgment of the Board of Directors of the Company (after consultation with external legal counsel) it would have a material adverse effect on the Company and its stockholders for such registration statement to either become effective or remain effective for as long as such registration statement otherwise would be required to remain effective because such action would (i) materially and adversely interfere with a significant acquisition, corporate reorganization or other similar transaction involving the Company; (ii) require premature disclosure of material, non-public information that the Company has a *bona fide* business purpose for preserving as confidential and which would be required to be made in, or incorporated into, such registration statement so that such registration statement would not contain any untrue statement of material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading; or (iii) render the Company unable to comply with requirements under the Securities Act or Exchange Act, in each case, the Company shall have the right, upon giving prompt written notice of such action to the Initiating Holders requesting such registration, to delay the filing or initial effectiveness (but not the preparation) of, or suspend use of, such registration statement, and any time periods with respect to filing or effectiveness thereof shall be tolled correspondingly, for a period of not more than forty five (45) days after the request of the Initiating Holders is given; provided that the Company may not invoke this right more than two times in any twelve (12) month period; provided, further, that the Company shall not deliver a suspension notice pursuant to this Section 2.1(d) unless all of the Company's executive officers and directors are similarly prohibited from effecting any public sales of securities of the Company beneficially owned by them for the duration of such suspension period; and provided, further, that the Company shall not register any securities for its own account or that of any other stockholder during such forty five (45) day period other than pursuant to a registration relating to the sale of securities to employees of the Company or a subsidiary pursuant to a stock option, stock purchase, or similar plan; a registration on any form that does not include substantially the same information as would be required to be included in a registration statement covering the sale of the Registrable Securities; or a registration in which the only Class A Common Stock being registered is Class A Common Stock issuable upon conversion of debt securities that are also being registered. If the Company so delays the filing or the effectiveness of, or suspends the use of, a registration statement, the Initiating Holder shall be entitled, within fifteen (15) days after receipt of such written notice, to withdraw such registration request and, if such registration request is withdrawn, such registration request shall not count for the purposes of the limitations set forth in Section 2.1(c).

2.2 Shelf Take-Downs. At any time that a Form S-3 registration statement covering Registrable Securities is effective, subject to Section 2.1(c) and Section 2.1(d), if (x) any of the Investors or (y) any of the 22C Investors delivers a notice to the Company (a "**Take-Down Notice**") stating that it intends to effect an underwritten offering of all or part of its Registrable Securities included by it on the Form S-3 registration statement (a "**Shelf Underwritten Offering**"), then the Company shall amend or supplement the Form S-3 registration statement as may be necessary in order to enable such Registrable Securities to be distributed pursuant to the Shelf Underwritten Offering (taking into account the inclusion of Registrable Securities by any other Holders pursuant to Section 2.2(a)), *provided* that no 22C Investor shall be entitled to deliver a Take-Down Notice pursuant to this Section 2.2 until the second anniversary of the closing date of the IPO. In connection with any Shelf Underwritten Offering:

(a) with respect to any Take-Down Notice that does not pertain to a Block Sale, within two (2) days of receipt of such Take-Down Notice, the Company shall also deliver the Take-Down Notice to all Holders other than the proposing Holder included on such Form S-3 registration statement and permit each Holder to include its Registrable Securities included on the Form S-3 registration statement in the Shelf Underwritten Offering if such Holder notifies the proposing Holder and the Company within five (5) days after delivery (including via e-mail, if available) of the Take-Down Notice to such Holder;

(b) with respect to any Take-Down Notice pertaining to a Block Sale, within one (1) business day of receipt of such Take-Down Notice, the Company shall also deliver the Take-Down Notice to all Holders other than the proposing Holder included on such Form S-3 registration statement and permit each Holder to include its Registrable Securities included on the Form S-3 registration statement in the Block Sale if such Holder notifies the proposing Holder and the Company within one (1) day after delivery (including via e-mail, if available) of the Take-Down Notice to such Holder; and

(c) in the event that the underwriter advises such proposing Holder and the Company in its good faith opinion that the total number or dollar amount of Registrable Securities proposed to be sold in such offering is such as to adversely affect the success of such offering (including, without limitation, adversely affect the per share offering price), then the underwriter may limit the number of shares which would otherwise be included in such take-down offering in the same manner as described in Section 2.4(a) with respect to a limitation of shares to be included in a registration.

2.3 Company Registration. If the Company proposes to register (including, for this purpose, a registration effected by the Company for stockholders other than the Holders) any of its Class A Common Stock under the Securities Act in connection with the public offering of such securities solely for cash (other than in an Excluded Registration), the Company shall, at such time, promptly give each Holder notice of such registration. Upon the request of each Holder given within twenty (20) days after such notice is given by the Company, the Company shall, subject to the provisions of Section 2.4, cause to be registered all of the Registrable Securities that each such Holder has requested to be included in such registration. The Company shall have the right to terminate or withdraw any registration initiated by it under this Section 2.3 before the effective date of such registration, whether or not any Holder has elected to include Registrable Securities in such registration. The expenses (excluding underwriting discounts and commissions) of such withdrawn registration shall be borne by the Company in accordance with Section 2.7.

2.4 Underwriting Requirements.

(a) If, pursuant to Section 2.1, the Initiating Holders intend to distribute the Registrable Securities covered by their request by means of an underwriting, they shall so advise the Company as a part of their request made pursuant to Section 2.1, and the Company shall include such information in the Demand Notice. In the case of a registration pursuant to Section 2.1(a), the underwriter(s) will be selected by a majority-in-interest of the Initiating Holders and shall be reasonably acceptable to the Company. In the case of a registration pursuant to Section 2.3, the underwriter(s) will be selected by the Company and shall be reasonably acceptable to a majority-in-interest of the Holders who have requested to be included in such registration. In such event, the right of any Holder to include such Holder's Registrable Securities in such registration shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting to the extent provided herein. All Holders proposing to distribute their securities through such underwriting shall (together with the Company as provided in Section 2.5(e)) enter into an underwriting agreement in customary form with the underwriter(s) selected for such underwriting. Notwithstanding any other provision of this Section 2.4, if the managing underwriter(s) advise(s) the Initiating Holders in writing that marketing factors require a limitation on the number of shares to be underwritten, then the Initiating Holders shall so advise all Holders of Registrable Securities that otherwise would be underwritten pursuant hereto, and the number of Registrable Securities that may be included in the underwriting shall be allocated among such Holders of Registrable Securities, including the Initiating Holders, in proportion (as nearly as practicable) to the number of Registrable Securities owned by each Holder; provided, however, that the number of Registrable Securities held by the Initiating Holders to be included in such underwriting shall not be reduced unless all other securities are first entirely excluded from the underwriting; provided, further, notwithstanding the preceding proviso, in the event that the Initiating Holders are Carlyle Investors or 22C Investors, then the number of Registrable Securities held by the Carlyle Investors and the 22C Investors to be included in such underwriting shall be reduced in proportion (as nearly as practicable) to the relative number of Registrable Securities held by such Carlyle Investors and 22C Investors at such time. To facilitate the allocation of shares in accordance with the above provisions, the Company or the underwriters may round the number of shares allocated to any Holder to the nearest 100 shares.

(b) In connection with any offering involving an underwriting of shares of the Company's capital stock pursuant to Section 2.3, the Company shall not be required to include any of the Holders' Registrable Securities in such underwriting unless the Holders accept the terms of the underwriting as agreed upon between the Company and its underwriters, and then only in such quantity as the underwriters in their sole discretion determine will not jeopardize the success of the offering by the Company. If the total number of securities, including Registrable Securities, requested by stockholders to be included in such offering exceeds the number of securities to be sold (other than by the Company) that the underwriters in their reasonable discretion determine is compatible with the success of the offering, then the Company shall be required to include in the offering only that number of such securities, including Registrable Securities, which the underwriters and the Company in their sole discretion determine will not jeopardize the success of the offering. If the underwriters determine that less than all of the Registrable Securities requested to be registered can be included in such offering, then the Registrable Securities that are included in such offering shall be allocated among the selling Holders in proportion (as nearly as practicable to) the number of Registrable Securities owned by each selling Holder. To facilitate the allocation of shares in accordance with the above provisions, the Company or the underwriters may round the number of shares allocated to any Holder to the nearest 100 shares. Notwithstanding the foregoing, in no event shall (i) the number of Registrable Securities included in the offering be reduced unless all other securities (other than securities to be sold by the Company) are first entirely excluded from the offering, (ii) the number of Registrable Securities included in the offering be reduced below twenty five percent (25%) of the total number of securities included in such offering, or (iii) notwithstanding (ii) above, any Registrable Securities which are Registrable Securities held by the Investors, the 22C Investors and Other Holders be excluded from such underwriting unless all other Registrable Securities (other than securities to be sold by the Company) are first excluded from such offering. For purposes of the provision in this Section 2.4(b) concerning apportionment, for any selling Holder that is a partnership, limited liability company or corporation, the partners, members, retired partners, retired members, stockholders and Affiliates of such Holder, or the estates and Immediate Family Members of any such partners, retired partners, members and retired members and any trusts for the benefit of any of the foregoing Persons, shall be deemed to be a single "selling Holder," and any *pro rata* reduction with respect to such "selling Holder" shall be based upon the aggregate number of Registrable Securities owned by all Persons included in such "selling Holder," as defined in this sentence.

(c) For purposes of Section 2.1, a registration shall not be counted as "effected" if, as a result of an exercise of the underwriter's cutback provisions in Section 2.4(a), fewer than fifty percent (50%) of the total number of Registrable Securities that the Initiating Holders have requested to be included in such registration statement are actually included.

2.5 Obligations of the Company. Whenever required under this Section 2 to effect the registration of any Registrable Securities, the Company shall, as expeditiously as reasonably possible:

(a) prepare and file with the SEC a registration statement with respect to such Registrable Securities and use its commercially reasonable efforts to cause such registration statement to become effective and, upon the request of the Initiating Holders, keep such registration statement effective for a period of up to one hundred eighty (180) days or, if earlier, until the distribution contemplated in the registration statement has been completed; provided, however, that (i) such one hundred eighty (180) day period shall be extended for a period of time equal to the period the Holder refrains, at the request of an underwriter of Class A Common Stock (or other securities) of the Company, from selling any securities included in such registration and (ii) in the case of any registration of Registrable Securities on Form S-3 that are intended to be offered on a continuous or delayed basis, subject to compliance with applicable SEC rules, such one hundred eighty (180) day period shall be extended for up to two (2) years, if necessary, to keep the registration statement effective until all such Registrable Securities are sold; provided, further, that before filing a registration statement or any amendments or supplements thereto (including documents that would be incorporated or deemed to be incorporated therein by reference), the Company shall furnish or otherwise make available to the holders of the Registrable Securities covered by such registration statement, their counsel and the managing underwriters, if any, copies of all such documents proposed to be filed, which documents will be subject to the reasonable review and comment of such counsel and such other documents reasonably requested by such counsel, including any comment letter from the SEC; provided, further, that the Company shall not file any such registration statement or any amendments or supplements thereto (including such documents that, upon filing, would be incorporated or deemed to be incorporated by reference therein) with respect to a registration pursuant to Section 2.1(a) to which the holders of a majority of the Registrable Securities covered by such registration statement, their counsel, or the managing underwriters, if any, shall reasonably object, in writing, on a timely basis, unless, in the opinion of the Company, such filing is necessary to comply with applicable law;

(b) prepare and file with the SEC such amendments and supplements to such registration statement, the prospectus used in connection with such registration statement or any other required document as may be necessary to comply with the Securities Act in order to enable the disposition of all securities covered by such registration statement;

(c) furnish to the selling Holders, its counsel and each managing underwriter, if any, without charge, such number of copies of a prospectus, including a preliminary prospectus, as required by the Securities Act or as may be reasonably requested, and such other documents as such selling Holders may reasonably request in order to facilitate their disposition of their Registrable Securities;

(d) use its commercially reasonable efforts to register and qualify the securities covered by such registration statement under such other securities or blue-sky laws of such jurisdictions as shall be reasonably requested by the selling Holders; provided that the Company shall not be required to qualify to do business or to file a general consent to service of process in any such states or jurisdictions, unless the Company is already subject to service in such jurisdiction and except as may be required by the Securities Act;

(e) in the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the underwriter(s) of such offering, and make such representations and warranties in the underwriting agreement to the holders of such Registrable Securities and the underwriters, if any, with respect to the business of the Company and its subsidiaries, and the registration statement, prospectus and documents, if any, incorporated or deemed to be incorporated by reference therein, in each case, in form, substance and scope as are customarily made by issuers to underwriters in underwritten offerings, and, if true, confirm the same if and when reasonably requested;

(f) use its commercially reasonable efforts to cause all such Registrable Securities covered by such registration statement to be listed on a national securities exchange or trading system and each securities exchange and trading system (if any) on which similar securities issued by the Company are then listed;

(g) use its commercially reasonable efforts to furnish, (i) an opinion, dated as of the date that such Registrable Securities are delivered to the underwriters for sale, if such securities are being sold through underwriters, of the counsel representing the Company for the purposes of such registration, in form and substance as is customarily given to underwriters in an underwritten public offering, addressed to the underwriters, if any, and reasonably satisfactory to a majority in interest of the Holders requesting registration of Registrable Securities and (ii) "comfort" letters dated as of the date such Registrable Securities are priced and on the date that such Registrable Securities are delivered to the underwriters for sale, in each case if such securities are being sold through underwriters, from the independent certified public accountants of the Company, in form and substance as is customarily given by independent certified public accountants to underwriters in an underwritten public offering, addressed to the underwriters;

(h) provide and caused to be maintained a transfer agent and registrar for all Registrable Securities registered pursuant to this Agreement and provide a CUSIP number for all such Registrable Securities, in each case not later than the effective date of such registration;

(i) promptly make available for inspection by the selling Holders, any managing underwriter(s) participating in any disposition pursuant to such registration statement, and any attorney or accountant or other agent retained by any such underwriter or selected by the selling Holders, all financial and other records, pertinent corporate documents and properties of the Company, and cause the Company's officers, directors, employees and independent accountants to supply all information reasonably requested by any such seller, underwriter, attorney, accountant or agent, in each case, as necessary or advisable to verify the accuracy of the information in such registration statement and to conduct appropriate due diligence in connection therewith;

(j) use its commercially reasonable efforts to comply with all applicable rules and regulations of the SEC, and make available to its security holders, as soon as reasonably practicable, an earnings statement covering the period of at least twelve months, but not more than eighteen months, beginning with the first month after the effective date of the Registration Statement, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act;

(k) use its reasonable best efforts to obtain the withdrawal of any order suspending the effectiveness of a registration statement, or the lifting of any suspension of the qualification (or exemption from qualification) of any of the Registrable Securities for sale in any jurisdiction at the earliest date reasonably practicable;

(l) notify each selling Holder, promptly after the Company receives notice thereof, of the time (i) when such registration statement has been declared effective; (ii) a supplement to any prospectus forming a part of such registration statement has been filed; (iii) of the issuance by the SEC of any stop order suspending the effectiveness of a registration statement or the initiation of any proceedings for that purpose; or (iv) of the happening of any event that makes any statement made in such registration statement or related prospectus, free writing prospectus, amendment or supplement thereto, or any document incorporated or deemed to be incorporated therein by reference, as then in effect, untrue in any material respect or that requires the making of any changes in such documents so that, in the case of the registration statement, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, not misleading, and that in the case of the prospectus, it will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading (which notice shall notify the selling Holders only of the occurrence of such an event and shall provide no additional information regarding such event to the extent such information would constitute material non-public information); and

(m) after such registration statement becomes effective, notify each selling Holder of any request by the SEC that the Company amend or supplement such registration statement or prospectus.

2.6 Furnish Information. It shall be a condition precedent to the obligations of the Company to take any action pursuant to this Section 2 with respect to the Registrable Securities of any selling Holder that such Holder shall furnish to the Company such information regarding itself, the Registrable Securities held by it, and the intended method of disposition of such securities as is reasonably required to effect the registration of such Holder's Registrable Securities.

2.7 Expenses of Registration. All expenses (other than underwriting discounts and commissions) incurred in connection with registrations, filings or qualifications pursuant to Section 2, including all registration, filing and qualification fees; printers' and accounting fees; fees and disbursements of counsel for the Company; and the reasonable fees and disbursements of one (1) counsel for each of the selling Carlyle Investors, TA Investors and 22C Investors and one (1) counsel for the selling Other Holders, shall be borne and paid by the Company, whether or not any registration statement is filed or becomes effective. All underwriting discounts and commissions relating to Registrable Securities registered pursuant to this Section 2 shall be borne and paid by the Holders *pro rata* on the basis of the number of Registrable Securities registered on their behalf.

2.8 Delay of Registration. No Holder shall have any right to obtain or seek an injunction restraining or otherwise delaying any registration pursuant to this Agreement as the result of any controversy that might arise with respect to the interpretation or implementation of this Section 2.

2.9 Indemnification. If any Registrable Securities are included in a registration statement whether or not pursuant to this Section 2:

(a) To the extent permitted by law, the Company will indemnify and hold harmless each selling Holder, and the partners, members, officers, directors and stockholders of each such Holder; legal counsel and accountants for each such Holder; any underwriter (as defined in the Securities Act) for each such Holder; and each Person, if any, who controls such Holder or underwriter within the meaning of the Securities Act or the Exchange Act, against any Damages, and the Company will pay to each such Holder, controlling Person or other aforementioned Person any legal or other expenses reasonably incurred thereby in connection with investigating or defending any claim or proceeding from which Damages may result, as such expenses are incurred; provided, however, that the indemnity agreement contained in this Section 2.9(a) shall not apply to amounts paid in settlement of any such claim or proceeding if such settlement is effected without the consent of the Company, which consent shall not be unreasonably withheld, nor shall the

Company be liable for any Damages to the extent that they arise out of or are based upon actions or omissions made in reliance upon and in conformity with written information furnished by or on behalf of any such Holder, underwriter, controlling Person or other aforementioned Person expressly for use in connection with such registration.

(b) To the extent permitted by law, each selling Holder, severally and not jointly, will indemnify and hold harmless the Company, and each of its directors, each of its officers who has signed the registration statement, each Person (if any), who controls the Company within the meaning of the Securities Act, legal counsel and accountants for the Company, any underwriter (as defined in the Securities Act), any other Holder selling securities in such registration statement, and any controlling Person of any such underwriter or other Holder, against any Damages, in each case only to the extent that such Damages arise out of or are based upon actions or omissions made in reliance upon and in conformity with written information furnished by or on behalf of such selling Holder expressly for use in connection with such registration; and each such selling Holder will pay to the Company and each other aforementioned Person any legal or other expenses reasonably incurred thereby in connection with investigating or defending any claim or proceeding from which Damages may result, as such expenses are incurred; provided, however, that the indemnity agreement contained in this Section 2.9(b) shall not apply to amounts paid in settlement of any such claim or proceeding if such settlement is effected without the consent of the Holder, which consent shall not be unreasonably withheld; provided, further, that in no event shall the aggregate amounts payable by any Holder by way of indemnity or contribution under this Section 2.9(b) and Section 2.9(d) exceed the proceeds from the offering received by such Holder (net of any underwriting discounts and commissions paid by such Holder), except in the case of fraud or willful misconduct by such Holder.

(c) Promptly after receipt by an indemnified party under this Section 2.9 of notice of the commencement of any action (including any governmental action) for which a party may be entitled to indemnification hereunder, such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Section 2.9, give the indemnifying party notice of the commencement thereof. The indemnifying party shall have the right to participate in such action and, to the extent the indemnifying party so desires, participate jointly with any other indemnifying party to which notice has been given, and to assume the defense thereof with counsel mutually satisfactory to the parties; provided, however, that an indemnified party (together with all other indemnified parties that may be represented without conflict by one counsel) shall have the right to retain one separate counsel, with the fees and expenses to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential differing interests between such indemnified party and any other party represented by such counsel in such action. The failure to give notice to the indemnifying party within a reasonable time of the commencement of any such action shall relieve such indemnifying party of any liability to the indemnified party under this Section 2.9, to the extent that such failure materially prejudices the indemnifying party's ability to defend such action. The failure to give notice to the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this Section 2.9.

(d) To provide for just and equitable contribution to joint liability under the Securities Act in any case in which either (i) any party otherwise entitled to indemnification hereunder makes a claim for indemnification pursuant to this Section 2.9 but it is judicially determined (by the entry of a final judgment or decree by a court of competent jurisdiction and the expiration of time to appeal or the denial of the last right of appeal) that such indemnification may not be enforced in such case, notwithstanding the fact that this Section 2.9 provides for indemnification in such case, or (ii) contribution under the Securities Act may be required on the part of any party hereto for which indemnification is provided under this Section 2.9, then, and in each such case, such parties will contribute to the aggregate losses, claims, Damages, liabilities or expenses to which they may be subject (after contribution from others) in such proportion as is appropriate to reflect the relative fault of each of the indemnifying party and the indemnified party in connection with the statements, omissions or other actions that resulted in such loss, claim, Damage, liability, or expense, as well as to reflect any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by reference to, among other things, whether the untrue or allegedly untrue statement of a material fact, or the omission or alleged omission of a material fact, relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission; provided, however, that, in any such case, (x) no Holder will be required to contribute any amount in excess of the public offering price of all such Registrable Securities offered and sold by such Holder pursuant to such registration statement, and (y) no Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) will be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation; provided, further, that in no event shall a Holder's liability pursuant to this Section 2.9(d), when combined with the amounts paid or payable by such Holder pursuant to Section 2.9(b), exceed the proceeds from the offering received by such Holder (net of any underwriting discounts and commissions paid by such Holder**)**, except in the case of willful misconduct or fraud by such Holder.

(e) The Company hereby acknowledges that certain Holders (the "**Fund Indemnitees**") may have rights to indemnification, advancement of expenses and/or insurance with respect to their service on the Board of Directors of the Company or otherwise in connection with their involvement with the Company provided by other Persons (collectively, the "**Fund Indemnitors**"). The Company hereby agrees (i) that it is the indemnitor of first resort (i.e., its obligations to the Fund Indemnitee are primary and any obligation of the Fund Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by the Fund Indemnitees are secondary), (ii) that it shall be required to advance the full amount of expenses incurred by the Fund Indemnitees and shall be liable for the full amount of all expenses, judgments, penalties, fines and amounts paid in settlement to the extent legally permitted and as required by the terms of this Agreement and the certificate of incorporation or bylaws of the Company (or any other agreement between the Company and the Fund Indemnitees), without regard to any rights the Fund Indemnitees may have against the Fund Indemnitors, and, (iii) that it irrevocably waives, relinquishes and releases the Fund Indemnitors from any and all claims against the Fund Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. The Company further agrees that no advancement or payment by the Fund Indemnitors on behalf of the Fund Indemnitees with respect to any claim for which the Fund Indemnitees have sought indemnification from the Company shall affect the foregoing and the Fund Indemnitors shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of the Fund Indemnitees against the Company. The Company and the Fund Indemnitors agree that the Fund Indemnitees are express third party beneficiaries of the terms of this Section 2.9(e).

(f) The obligations of the Company and Holders under this Section 2.9 shall survive the completion of any offering of Registrable Securities in a registration under this Section 2, and otherwise shall survive the termination of this Agreement.

2.10 Reports Under Exchange Act. With a view to making available to the Holders the benefits of SEC Rule 144 and any other rule or regulation of the SEC that may at any time permit a Holder to sell securities of the Company to the public without registration or pursuant to a registration on Form S-3, the Company shall:

(a) make and keep available adequate current public information, as those terms are understood and defined in SEC Rule 144, at all times after the effective date of the registration statement filed by the Company for the IPO;

(b) use commercially reasonable efforts to file with the SEC in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act (at any time after the Company has become subject to such reporting requirements); and

(c) furnish to any Holder, so long as the Holder owns any Registrable Securities, forthwith upon request (i) to the extent accurate, a written statement by the Company that it has complied with the reporting requirements of SEC Rule 144 (at any time after ninety (90) days after the effective date of the registration statement filed by the Company for the IPO), the Securities Act, and the Exchange Act (at any time after the Company has become subject to such reporting requirements), or that it qualifies as a registrant whose securities may be resold pursuant to Form S-3 (at any time after the Company so qualifies); and (ii) such other information as may be reasonably requested in availing any Holder of any rule or regulation of the SEC that permits the selling of any such securities without registration (at any time after the Company has become subject to the reporting requirements under the Exchange Act) or pursuant to Form S-3 (at any time after the Company so qualifies to use such form).

2.11 Limitations on Subsequent Registration Rights; No Inconsistent Agreement.

(a) From and after the date of this Agreement, the Company shall not, (i) without the prior written consent of the Holders of a majority of the Registrable Securities held by all Holders, enter into any agreement with any holder or prospective holder of any securities of the Company that (A) would provide to such holder the right to include securities in any registration on other than either a *pro rata* basis with respect to the Registrable Securities or on a subordinate basis after all Holders have had the opportunity to include in the registration and offering all shares of Registrable Securities that they wish to so include or (B) allow such holder or prospective holder to initiate a demand for registration of any securities held by such holder or prospective holder;

provided that this limitation shall not apply to any additional Investor who becomes a party to this Agreement in accordance with Section 5.10, and (ii) without the prior written consent of the Other Holders holding a majority of the Registrable Securities held by all Other Holders, enter into any agreement with any holder or prospective holder of any securities of the Company that would modify the registration or other rights of the Other Holders under this Agreement such that the Other Holders would no longer have the right to include their Registrable Securities in any registration on a *pari passu* basis with the Investors on the terms and conditions of this Agreement.

(b) The Company hereby represents that, as of the date hereof, the rights granted to the Holders of Registrable Securities hereunder do not in any way conflict with and are not inconsistent with any other agreements to which the Company is a party or by which it is bound.

2.12 "Market Stand-off" Agreement. If requested by the Company and an underwriter of Class A Common Stock (or other securities) of the Company, each Holder shall not, without the prior written consent of the managing underwriter(s), during the period commencing on the date of the final prospectus relating to the registration by the Company of shares of its Class A Common Stock or any other Equity Securities under the Securities Act on a registration statement on Form S-1 or Form S-3, and ending on the date specified by the Company and the managing underwriter (such period not to exceed ninety (90) days in the case of any registration following the IPO, or such other period as may be requested by the Company or an underwriter to accommodate regulatory restrictions on (x) the publication or other distribution of research reports and (y) analyst recommendations and opinions, including, but not limited to, the restrictions of the type previously contained in NASD Rule 2711(f)(4) or NYSE Rule 472(f)(4) (or any comparable provisions or amendments thereto)), (i) lend; offer; pledge; sell; contract to sell; sell any option or contract to purchase; purchase any option or contract to sell; grant any option, right or warrant to purchase; or otherwise transfer or dispose of, directly or indirectly, any shares of Class A Common Stock or any securities convertible into or exercisable or exchangeable (directly or indirectly) for Class A Common Stock held immediately before the effective date of the registration statement for such offering or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Class A Common Stock or other securities, in cash, or otherwise; provided that all executive officers and directors of the Company and holders of at least one percent (1%) of the Company's voting securities are bound by and have entered into similar agreements unless waived by the Initiating Holders, which waiver shall be in the sole discretion of the Initiating Holders. The foregoing provisions of this Section 2.12 shall not apply to the sale of any shares to an underwriter pursuant to an underwriting agreement, or the transfer of any shares to any trust for the direct or indirect benefit of the Holder or an Immediate Family Member of the Holder, provided that the trustee of the trust agrees to be bound in writing by the restrictions set forth herein, and provided, further, that any such transfer shall not involve a disposition for value. The underwriters in connection with such registration are intended third-party beneficiaries of this Section 2.12 and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto. If requested by the Company and an underwriter of Class A Common Stock (or other securities) of the Company, each Holder further agrees to execute such agreements as may be reasonably requested by the underwriters in connection with such registration that are consistent with this Section 2.12 or that are necessary to give further effect thereto. Any discretionary waiver or termination of the restrictions of any or all of such agreements by the Company or the underwriters shall apply *pro rata* to all Holders subject to such agreements, based on the number of shares subject to such agreements.

2.13 Termination of Registration Rights. The right of any Holder to request inclusion of Registrable Securities in any registration pursuant to Section 2.1 shall terminate upon the earliest to occur of:

(a) such time after the IPO that such Holder holds less than 0.5% of the Company's then outstanding Class A Common Stock (treating for this purpose all shares of Class A Common Stock issuable upon exercise of or conversion of outstanding options, warrants or convertible securities, as if exercised or converted); and

(b) the fifth (5th) anniversary of the IPO;

provided, that such Holder's rights and obligations pursuant to Section 2.9, as well as the Company's obligations to pay expenses pursuant to Section 2.7, shall survive with respect to any registration statement in which any Registrable Securities of such Holder were included and, for the avoidance of doubt, any underwriter lock-up pursuant to Section 2.12 that a Holder has executed prior to a Holder's termination in accordance with this clause shall remain in effect in accordance with its terms.

3. Hedging Transactions. The parties agree that the provisions of this Agreement relating to the registration, offer and sale of Registrable Securities apply also to (a) any transaction which transfers some or all of the economic risk of ownership of Registrable Securities, including any forward contract, equity swap, put or call, put or call equivalent position, collar, margin loan, sale of exchangeable security or similar transaction (including the registration, offer and sale under the Securities Act of Registrable Securities pledged to the counterparty to such transaction or of securities of the same class as the underlying Registrable Securities by the counterparty to such transaction in connection therewith), and that the counterparty to such transaction shall be selected in the sole discretion of the Holders and (b) any derivative transactions in which a broker-dealer, other financial institution or unaffiliated Person may sell Registrable Securities covered by any prospectus and the applicable prospectus supplement including short sale transactions using Registrable Securities pledged by a Holder or borrowed from the Holder or others and Registrable Securities loaned, pledged or hypothecated to any such party. The prospectus shall permit, in connection with derivative transactions, a broker-dealer, other financial institution or third party to sell shares of the Registrable Securities covered by such prospectus and the applicable prospectus supplement, including in short sale transactions.

4. Carlyle Sale Participation Rights.

4.1 22C Participation Rights. At least two (2) days prior to any Carlyle Sale by any Carlyle Investors (the "**Selling Investors**"), the Selling Investors will deliver a written notice (the "**Carlyle Sale Notice**") to the 22C Investors, specifying the number of Equity Securities that the Selling Investors propose to sell in the Carlyle Sale. Any or all of the 22C Investors may elect to participate in the contemplated Carlyle Sale by delivering written notice (a "**Participation**

Election Notice”) to the Selling Investors within one (1) day after delivery of the Carlyle Sale Notice, which Participation Election Notice shall indicate the maximum number of Equity Securities that such 22C Investors will sell on the same terms and conditions as the Selling Investors. If no Participation Election Notice is received by the Selling Investors within such one (1) day period, none of the 22C Investors shall have the right to participate in the Carlyle Sale, and the Selling Investors shall have the right to consummate the Carlyle Sale of the number of Equity Securities stated in the Carlyle Sale Notice. If any of the 22C Investors have validly elected to participate in such Carlyle Sale (such 22C Investors, “**Participating Investors**”), the aggregate number of Equity Securities which the Selling Investors, on the one hand, and the Participating Investors, on the other hand, will be entitled to sell under this Section 4 (the “**Carlyle Sale Securities**”) will be determined as of the date of the Carlyle Sale Notice and will equal (a) times (b) where

(a) is the aggregate number of Equity Securities proposed to be sold as set forth in the Carlyle Sale Notice; and

(b) is a fraction, the numerator of which is the number of Equity Securities owned by all Carlyle Investors or all 22C Investors, as applicable, and the denominator of which is the total number of Equity Securities then owned by all Carlyle Investors and all 22C Investors.

The Selling Investors and each Participating Investor shall be entitled to sell, to the prospective purchaser(s) (each, a “**Proposed Purchaser**”), its number of Carlyle Sale Securities for a *pro rata* portion (based on the calculation in clause (b) above) of the Carlyle Sale proceeds.

4.2 Participating Investor Requirements. Each Participating Investor shall agree to make or agree to the same representations, covenants, indemnities and agreements as the Selling Investors so long as they are made severally and not jointly; provided that (a) any general indemnity given by the Selling Investors to the Proposed Purchaser(s) in connection with such Carlyle Sale that is applicable to liabilities not specific to the Selling Investors shall be apportioned among the Participating Investors and the Selling Investors on a *pro rata* basis based on the consideration received by each such Investor in respect of its Equity Securities to be sold and shall not exceed such Investor’s net proceeds from the Carlyle Sale and (b) any representation or warranty in connection with the Carlyle Sale to the Proposed Purchaser(s) relating specifically to an Investor or its ownership of the Equity Securities to be sold shall be made only by such Investor.

4.3 Proposed Purchaser Agreement. The Selling Investors will use commercially reasonable efforts to obtain the agreement of the Proposed Purchaser(s) to the participation of the Participating Investors in any contemplated Carlyle Sale, and the Selling Investors will not sell any of its Equity Securities to the Proposed Purchaser(s) unless (a) simultaneously with such Carlyle Sale, the Proposed Purchaser(s) purchase from the Participating Investors the Equity Securities which such Participating Investors are entitled and have elected to sell to such Proposed Purchaser(s) pursuant to Section 4.1 above or (b) simultaneously with such Carlyle Sale, the Selling Investors purchase (on the same terms and conditions specified in Section 4.1 above) the number of Equity Securities from the Participating Investors which the Participating Investors would have been entitled, and have elected, to sell pursuant to Section 4.1 above.

4.4 Carlyle Sale Expenses. The Selling Investors and the Participating Investors will bear their *pro rata* share (based upon the proceeds, before deduction for expenses, receivable by such Investor in relation to the proceeds receivable by all such Investors in such Carlyle Sale) of the out-of-pocket costs of any Carlyle Sale incurred by the Selling Investors pursuant to this Section 4 to the extent such costs are incurred for the benefit of all Investors participating in the Carlyle Sale and are not otherwise paid by the Proposed Purchaser(s) or a third party. Costs incurred by the Participating Investors participating in the Carlyle Sale on their own behalf will not be considered costs of the Carlyle Sale hereunder.

4.5 Carlyle Sale Cooperation. In the event any Carlyle Investor contemplates effecting any Carlyle Sale, such Carlyle Investor shall notify the 22C Investors in advance of such proposed transaction and, if any 22C Investor informs such Carlyle Investor that it desires to participate in such transaction, such Carlyle Investor shall reasonably cooperate with the 22C Investors with respect thereto and reasonably assist the 22C Investors and keep the 22C Investors reasonably apprised in connection therewith.

5. Miscellaneous.

5.1 Nominees for Beneficial Owners. If Registrable Securities are held by a nominee for the beneficial owner thereof, the beneficial owner thereof may, at its option, be treated as the Holder of such Registrable Securities for purposes of any request or other action by any Holder or Holders of Registrable Securities pursuant to this Agreement, provided that the Company shall have received assurances reasonably satisfactory to it of such beneficial ownership, written confirmation from such nominee and the beneficial owner agrees to be bound by the terms of this Agreement.

5.2 Amendments and Waivers. Except as otherwise provided herein, no modification, amendment or waiver of any provision of this Agreement shall be effective against the Company or any Holder unless such modification, amendment or waiver is approved in writing by the Company, the TA Majority Interest and the Carlyle Majority Interest (and, if such modification, amendment or waiver affects the rights or obligations of the 22C Investors hereunder, the 22C Majority Interest), provided that the prior written consent of the Other Holders holding a majority of the Registrable Securities held by all Other Holders shall be required to modify, amend or waive this proviso of this Section 5.2 or to modify, amend or waive Section 2.1(a), Section 2.1(b), Section 2.1(c) or Section 2.10(a). No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provision hereof (whether or not similar). No failure or delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof or of any other or future exercise of any such right, power or privilege.

5.3 Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or: (a) personal delivery to the party to be notified; (b) when sent, if sent by facsimile during the recipient’s normal business hours, and if not sent during normal business hours, then on the recipient’s next business day; (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one (1) business day after the business day of deposit with a nationally recognized overnight courier, freight prepaid, specifying next-day delivery, with written verification of receipt. All communications shall be sent to the Investors at their addresses as set forth on Schedule A hereto, to the 22C Investors at their addresses as set forth on Schedule B hereto and to any Other Holder at the address as set forth on Schedule C, or to the principal office of the Company and to the attention of the Chief Executive Officer, in the case of the Company, or to such facsimile number or address as subsequently modified by written notice given in accordance with this Section 5.3. If notice is given to the Company, to the Investors or to the 22C Investors, a copy shall be sent to such party at the addresses set forth below:

if to the Company, to:

ZoomInfo Technologies Inc.
805 Broadway, Suite 900
Vancouver, WA 98660
Attention: Chief Executive Officer
Telecopy No.: (614) 573-6377
Email: henry.schuck@zoominfo.com

with a copy (which shall not constitute notice) to

Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, NY 10017
Attention: Richard A. Fenyes
Telecopy No.: (212) 455-2502
Email: rfenyes@stblaw.com

if to the Investors, to:

c/o The Carlyle Group
2710 Sand Hill Road, 1st Floor
Menlo Park, CA 94025
Attention: Patrick McCarter and Ashley Evans
Email: patrick.mccarter@carlyle.com and ashley.evans@carlyle.com

with a copy (which shall not constitute notice) to:

Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
Attention: Paul S. Bird, Jennifer L. Chu and Matthew E. Kaplan
Telecopy No.: (212) 521-7435, (212) 521-7005 and (212) 521 7334
Email: psbird@debevoise.com, jlchu@debevoise.com and mekaplan@debevoise.com

and to:

TA Associates Management L.P
64 Willow Place
Suite 100
Menlo Park, CA 94025
Attention: Todd R. Crockett and Jason P. Werlin
Telecopy No.: (650) 473-2235
Email: tcrockett@ta.com and jwerlin@ta.com

with a copy (which shall not constitute notice) to:

Goodwin Procter LLP
Three Embarcadero Center, 24th Floor
San Francisco, CA 94111
Attention: Brian McPeake
Telecopy No.: (415) 733-6077
Email: bmcpeake@goodwinprocter.com

if to the 22C Investors, to:

22C Capital LLC
70 East 55th Street
14th Floor
New York, NY 10022
Attention: D. Randall Winn and Eric Edell
Email: drw@22ccapital.com and eje@22ccapital.com

with a copy (which shall not constitute notice) to:

Sidley Austin LLP
One South Dearborn
Chicago, IL 60603
Attention: Chris Abbinante, Michael Heinz and Ian Helmuth
Email: cabbinante@sidley.com

5.4 Successors and Assigns. The rights under this Agreement may be assigned (but only with all related obligations) by a Holder to a transferee of Registrable Securities that (a) is an Affiliate of a Holder; (b) is a Holder's Immediate Family Member or trust for the benefit of an individual Holder or one or more of such Holder's Immediate Family Members; or (c) after such transfer, holds at least 4% of the Company's then outstanding common stock (the "**Minimum Amount**") (subject to appropriate adjustment for stock splits, stock dividends, combinations, and other recapitalizations); provided, however, that (x) the Company is, within a reasonable time after such transfer, furnished with written notice of the name and address of such transferee and the Registrable Securities with respect to which such rights are being transferred; and (y) such transferee agrees in a written instrument delivered to the Company to be bound by and subject to the terms and conditions of this Agreement, including the provisions of Section 2.11. For the purposes of determining the number of shares of Registrable Securities held by a transferee, the holdings of a transferee (i) that is an Affiliate or stockholder of a Holder; (ii) who is a Holder's Immediate Family Member; or (iii) that is a trust for the benefit of an individual Holder or such Holder's Immediate Family Member shall be aggregated together and with those of the transferring Holder; provided, further, that all transferees who would not qualify individually for assignment of rights shall have a single attorney-in-fact for the purpose of exercising any rights, receiving notices, or taking any action under this Agreement. The terms and conditions of this Agreement inure to the benefit of and are binding upon the respective successors and permitted assignees of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and permitted assignees any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided herein. This Agreement may not be assigned by the Company, without the prior written consent of the TA Majority Interest, the Carlyle Majority Interest and the 22C Majority Interest, to any Person. If any Holder shall acquire additional Registrable Securities, such Registrable Securities shall be subject to all of the terms, and entitled to all the benefits, of this Agreement.

5.5 Governing Law; Waiver of Jury Trial. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. Any dispute relating hereto shall be heard in the state or federal courts of Delaware, and the parties agree to exclusive jurisdiction and venue therein and waive any objection based on venue or forum non conveniens with respect to any action instituted therein. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

5.6 Heading; Interpretations. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof. All Section references are to this Agreement unless otherwise expressly provided. When used in this Agreement, the words "include," "includes" and "including" are to be read as if they were followed by the phrase "without limitation."

5.7 Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

5.8 Specific Performance. The parties hereto acknowledge that there would be no adequate remedy at law if any party fails to perform any of its obligations hereunder, and accordingly agree that each party, in addition to any other remedy to which it may be entitled at law or in equity, shall be entitled to injunctive relief, including specific performance, to enforce such obligations without the posting of any bond, and, if any action should be brought in equity to enforce any of the provisions of this Agreement, none of the parties hereto shall raise the defense that there is an adequate remedy at law. All remedies, either under this Agreement, by law, or otherwise afforded to any party, shall be cumulative and not alternative.

5.9 Further Assurances. Each party hereto shall do and perform or cause to be done and performed all such further acts and things and shall execute and deliver all such other agreements, certificates, instruments and documents as any other party hereto reasonably may request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

5.10 Additional Other Holders or Investors. Notwithstanding anything to the contrary contained herein, if the Company issues to any Person additional Class A Common Stock or equity interests convertible into or exercisable for shares of Class A Common Stock, such Person may become (a) an “Other Holder” pursuant to this Agreement with the prior written consent of the Company and the Other Holders holding a majority of the Registrable Securities held by all Other Holders or (b) an “Investor” pursuant to this Agreement with the prior written consent of the Investors holding a majority of the Registrable Securities held by all Investors, in each case by (i) executing and delivering an additional counterpart signature page to this Agreement, and (ii) agreeing in writing to be bound by all of the obligations of an “Other Holder” or an “Investor,” as applicable, hereunder. Thereafter, each additional Other Holder or Investor, as applicable, shall be deemed an “Other Holder” or an “Investor,” as applicable, for all purposes hereunder.

5.11 Entire Agreement. This Agreement (including any Schedules hereto) constitutes the full and entire understanding and agreement among the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties is expressly canceled.

5.12 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting party, nor shall it be construed to be a waiver of or acquiescence to any such breach or default, or to any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. All remedies, whether under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

5.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine or other electronic means (including pdf) is to be treated as an original document. The signature of any party on any such document, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party, any facsimile or other electronic signature is to be re-executed in original form by the party which executed the facsimile or other electronic signature. No party may raise the use of a facsimile machine or other electronic means, or the fact that any signature was transmitted through the use of a facsimile machine or other electronic means, as a defense to the enforcement of this Agreement.

[*Remainder of Page Intentionally Left Blank*]

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

COMPANY:

ZOOMINFO TECHNOLOGIES INC.

By: ______________________________

Name: Henry Schuck
Title: Chief Executive Officer

Signature Page to Registration Rights Agreement

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

INVESTORS:

CARLYLE PARTNERS VI EVERGREEN HOLDINGS, L.P.

By: TC Group VI S1, L.P., its general partner

By: TC Group VI S1, L.L.C., its general partner

By: ______________________________
Name:
Title:

CARLYLE PARTNERS DASH HOLDINGS, L.P.

By: TC Group VI, L.P., its general partner

By: TC Group VI, L.L.C., its general partner

By: ______________________________
Name:
Title:

CP VI EVERGREEN HOLDINGS, L.P.

By: TC Group VI S1, L.P., its general partner

By: TC Group VI S1, L.L.C., its general partner

By: ______________________________
Name:
Title:

TA XI DO AIV, L.P.

By: TA Associates XI GP, L.P., its general partner

By: TA Associates, L.P., its general partner

By: TA Associates US Holding Corp., its general partner

By: ______________________________
Name: Gregory M. Wallace
Title: Chief Financial Officer, Funds

TA SDF III DO AIV, L.P.

By: TA Associates SDF III GP, L.P., its general partner

By: TA Associates, L.P., its general partner

By: TA Associates US Holding Corp., its general partner

By: ______________________________
Name: Gregory M. Wallace
Title: Chief Financial Officer, Funds

TA SDF II DO AIV, L.P.

By: TA Associates SDF II, L.P., its general partner

By: TA Associates, L.P., its general partner

By: TA Associates US Holding Corp., its general partner

By: ______________________________
Name: Gregory M. Wallace
Title: Chief Financial Officer, Funds

TA ATLANTIC AND PACIFIC VII-A, L.P.

By: TA Associates AP VII GP L.P., its general partner

By: TA Associates, L.P., its general partner

By: TA Associates US Holding Corp., its general partner

By: ______________________________
Name: Gregory M. Wallace
Title: Chief Financial Officer, Funds

TA INVESTORS IV, L.P.

By: TA Associates, L.P., its general partner

By: TA Associates US Holding Corp., its general partner

By: ______________________________
Name: Gregory M. Wallace
Title: Chief Financial Officer, Funds

TA ASSOCIATES AP VII GP, L.P.

By: TA Associates, L.P., its general partner

By: TA Associates US Holding Corp., its general partner

By: ______________________________
Name: Gregory M. Wallace
Title: Chief Financial Officer, Funds

Signature Page to Registration Rights Agreement

TA ASSOCIATES SDF II, L.P.

By: TA Associates, L.P., its general partner

By: TA Associates US Holding Corp., its general partner

By: ____
Name: Gregory M. Wallace
Title: Chief Financial Officer, Funds

TA ASSOCIATES SDF III GP, L.P.

By: TA Associates, L.P., its general partner

By: TA Associates US Holding Corp., its general partner

By: ____
Name: Gregory M. Wallace
Title: Chief Financial Officer, Funds

TA ASSOCIATES XI GP, L.P.

By: TA Associates, L.P., its general partner

By: TA Associates US Holding Corp., its general partner

By: ____
Name: Gregory M. Wallace
Title: Chief Financial Officer, Funds

TA XI DO FEEDER, L.P.

By: TA Associates XI GP, L.P., its general partner

By: TA Associates, L.P., its general partner

By: TA Associates US Holding Corp., its general partner

By: ______________________________
Name: Gregory M. Wallace
Title: Chief Financial Officer, Funds

TA SDF II DO FEEDER, L.P.

By: TA Associates SDF II, L.P., its general partner

By: TA Associates, L.P., its general partner

By: TA Associates US Holding Corp., its general partner

By: ______________________________
Name: Gregory M. Wallace
Title: Chief Financial Officer, Funds

TA SDF III DO FEEDER, L.P.

By: TA Associates SDF III GP, L.P., its general partner

By: TA Associates, L.P., its general partner

By: TA Associates US Holding Corp., its general partner

By: ______________________________
Name: Gregory M. Wallace
Title: Chief Financial Officer, Funds

TA ATLANTIC AND PACIFIC VII-B, L.P.

By: TA Associates AP VII GP, L.P., its general partner

By: TA Associates, L.P., its general partner

By: TA Associates US Holding Corp., its general partner

By: ______________________________

Name: Gregory M. Wallace

Title: Chief Financial Officer, Funds

Signature Page to Registration Rights Agreement

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

22C INVESTORS:

22C CAPITAL I-A, L.P.

By:

By: ______________________________
Name:
Title:

22C MAGELLAN HOLDINGS LLC

By:

By: ______________________________
Name:
Title:

Signature Page to Registration Rights Agreement

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

OTHER HOLDERS:

DO HOLDINGS (WA), LLC

By: ______________________________
Name: Henry Schuck
Title: Chief Executive Officer

HSKB FUNDS, LLC

By: HLS Management, LLC, its manager

By: ______________________________
Name: Henry Schuck
Title: Authorized Signatory

HSKB FUNDS II, LLC

By: HLS Management, LLC, its manager

By: ______________________________
Name: Henry Schuck
Title: Authorized Signatory

SCHEDULE A

Investors

CARLYLE PARTNERS VI EVERGREEN HOLDINGS, L.P.
c/o The Carlyle Group
2710 Sand Hill Road, 1st Floor
Menlo Park, CA 94025
Attention: Patrick McCarter and Ashley Evans

CARLYLE PARTNERS VI DASH HOLDINGS, L.P.
c/o The Carlyle Group
2710 Sand Hill Road, 1st Floor
Menlo Park, CA 94025
Attention: Patrick McCarter and Ashley Evans

CP VI EVERGREEN HOLDINGS, L.P.
c/o The Carlyle Group
2710 Sand Hill Road, 1st Floor
Menlo Park, CA 94025
Attention: Patrick McCarter and Ashley Evans

TA XI DO AIV, L.P.
c/o TA Associates Management, L.P.
64 Willow Place
Suite 100
Menlo Park, CA 94025
Attention: Todd R. Crocket and Jason Werlin

TA SDF III DO AIV, L.P.
c/o TA Associates Management, L.P.
64 Willow Place
Suite 100
Menlo Park, CA 94025
Attention: Todd R. Crocket and Jason Werlin

TA ATLANTIC AND PACIFIC VII-B, L.P.
c/o TA Associates Management, L.P.
64 Willow Place
Suite 100
Menlo Park, CA 94025
Attention: Todd R. Crocket and Jason Werlin

TA ATLANTIC AND PACIFIC VII-A, L.P.
c/o TA Associates Management, L.P.
64 Willow Place
Suite 100
Menlo Park, CA 94025
Attention: Todd R. Crocket and Jason Werlin

TA INVESTORS IV, L.P.
c/o TA Associates Management, L.P.
64 Willow Place
Suite 100
Menlo Park, CA 94025
Attention: Todd R. Crocket and Jason Werlin

TA SDF II DO FEEDER, L.P.
c/o TA Associates Management, L.P.
64 Willow Place
Suite 100
Menlo Park, CA 94025
Attention: Todd R. Crocket and Jason Werlin

TA SDF III DO FEEDER, L.P.
c/o TA Associates Management, L.P.
64 Willow Place
Suite 100
Menlo Park, CA 94025
Attention: Todd R. Crocket and Jason Werlin

TA XI DO FEEDER, L.P.
c/o TA Associates Management, L.P.
64 Willow Place
Suite 100
Menlo Park, CA 94025
Attention: Todd R. Crocket and Jason Werlin

TA SDF II DO AIV, L.P.
c/o TA Associates Management, L.P.
64 Willow Place
Suite 100
Menlo Park, CA 94025
Attention: Todd R. Crocket and Jason Werlin

TA ASSOCIATES AP VII GP, L.P.
c/o TA Associates Management, L.P.
64 Willow Place
Suite 100
Menlo Park, CA 94025
Attention: Todd R. Crocket and Jason Werlin

TA ASSOCIATES SDF II, L.P.
c/o TA Associates Management, L.P.
64 Willow Place
Suite 100
Menlo Park, CA 94025
Attention: Todd R. Crocket and Jason Werlin

TA ASSOCIATES SDF III GP, L.P.
c/o TA Associates Management, L.P.
64 Willow Place
Suite 100
Menlo Park, CA 94025
Attention: Todd R. Crocket and Jason Werlin

TA ASSOCIATES XI GP, L.P.
c/o TA Associates Management, L.P.
64 Willow Place
Suite 100
Menlo Park, CA 94025
Attention: Todd R. Crocket and Jason Werlin

SCHEDULE B

22C Investors

22C CAPITAL I-A, L.P.
c/o 22C Capital LLC
70 East 55th Street
14th Floor
New York, NY 10022
Attention: D. Randall Winn and Eric Edell

22C MAGELLAN HOLDINGS LLC
c/o 22C Capital LLC
70 East 55th Street
14th Floor
New York, NY 10022
Attention: D. Randall Winn and Eric Edell

SCHEDULE C

Other Holders

DO Holdings (WA), LLC
805 Broadway, Suite 900
Vancouver, WA 98660
Attention: Chief Executive Officer

HSKB Funds, LLC
805 Broadway, Suite 900
Vancouver, WA 98660
Attention: Chief Executive Officer

HSKB Funds II, LLC
805 Broadway, Suite 900
Vancouver, WA 98660
Attention: Chief Executive Officer

ZOOMINFO TECHNOLOGIES INC.

STOCKHOLDERS AGREEMENT

Dated as of [ ], 2020

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STOCKHOLDERS AGREEMENT

This STOCKHOLDERS AGREEMENT (as the same may be amended from time to time in accordance with its terms, the "Agreement") is made as of [ ], 2020, among (i) ZoomInfo Technologies Inc., a Delaware corporation (the "Issuer"); (ii) the TA Stockholders (as hereinafter defined); (iii) the Carlyle Stockholders (as hereinafter defined); and (iv) the Founder Stockholders (as hereinafter defined), and any other Person who becomes a party hereto pursuant to Article VI (each a "Stockholder" and, collectively, the "Stockholders").

WHEREAS, on February 1, 2019, ZoomInfo Holdings LLC (formerly known as DiscoverOrg Holdings, LLC), a Delaware limited liability company ("ZoomInfo OpCo"), certain affiliates of each of the TA Stockholders and the Carlyle Stockholders, and DO Sub-Holdings, LLC, a Washington limited liability company, entered into the Fourth Amended and Restated Limited Liability Company Agreement (as amended or amended and restated from time to time, the "OpCo LLC Agreement") by and among such parties and certain other parties thereto to govern certain of their rights, duties and obligations with respect to their ownership of equity interests in ZoomInfo OpCo;

WHEREAS, in connection with the consummation by the Issuer of an IPO (as hereinafter defined), pursuant to Section 12.7(c) of the OpCo LLC Agreement, the parties hereto desire to enter into this Agreement to govern certain of their rights, duties and obligations with respect to their ownership of Shares (as hereinafter defined) after consummation of the IPO.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties mutually agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

"Affiliate" means, with respect to any Person, any other Person that controls, is controlled by, or is under common control with such Person. The term "control," as used with respect to any Person, means the power to direct or cause the direction of the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise. "Controlled" and "controlling" have meanings correlative to the foregoing. Notwithstanding the foregoing, for purposes hereof, none of the Investors, the Issuer, or any of their respective Subsidiaries shall be considered Affiliates of any portfolio operating company in which the Investors or any of their investment fund Affiliates have made a debt or equity investment, and none of the Investors or any of their Affiliates shall be considered an Affiliate of (a) Issuer or any of its Subsidiaries or (b) each other.

"Agreement" has the meaning set forth in the Preamble.

"Beneficial Ownership" and "Beneficially Own" and similar terms have the meaning set forth in Rule 13d-3 under the Exchange Act; provided, however, that no Stockholder shall be deemed to beneficially own any securities of the Issuer held by any other Stockholder solely by virtue of the provisions of this Agreement (other than this definition which shall be deemed to be read for this purpose without the proviso hereto).

"Board" means the Board of Directors of the Issuer.

"Business Day" means any day, other than a Saturday, Sunday or one on which banks are authorized by law to be closed in New York, New York.

"Carlyle Designee" has the meaning set forth in Section 3.1(a)(ii).

"Carlyle Stockholders" means Carlyle Partners VI Evergreen Holdings, L.P., Carlyle Partners VI Dash Holdings, L.P., CP VI Evergreen Holdings, L.P. and their Permitted Transferees.

"Change in Control" means the occurrence of any of the following events:

(a) the sale or disposition, in one or a series of related transactions, of all or substantially all, of the assets of the Issuer, ZoomInfo HoldCo or ZoomInfo OpCo to any "person" or "group" (as such terms are defined in Section 13(d)(3) or 14(d)(2) of the Exchange Act), other than to any of the Investors, the Founder Stockholders or any of their respective Affiliates (collectively, the "Permitted Holders");

(b) any person or group, other than one or more of the Permitted Holders, is or becomes the Beneficial Owner, directly or indirectly, of more than 50% of the total voting power of the voting stock or interests, as applicable, of the Issuer, ZoomInfo HoldCo or ZoomInfo OpCo (or any entity which controls the Issuer, ZoomInfo HoldCo or ZoomInfo OpCo, or which is a successor to all or substantially all of the assets of the Issuer, ZoomInfo HoldCo or ZoomInfo OpCo), including by way of merger, recapitalization, reorganization, redemption, issuance of capital stock, consolidation, tender or exchange offer or otherwise; or

(c) a merger of the Issuer, ZoomInfo HoldCo or ZoomInfo OpCo with or into another Person (other than one of more of the Permitted Holders) in which the voting shareholders or members, as applicable, of the Issuer, ZoomInfo HoldCo or ZoomInfo OpCo immediately prior to such merger cease to hold at least 50% of the voting shares of the Issuer, ZoomInfo HoldCo or ZoomInfo OpCo (or the surviving corporation or ultimate parent) immediately following such merger;

provided that, in each case under clause (a), (b) or (c), no Change in Control shall occur unless the Permitted Holders in such transaction cease to have the ability, without the approval of any Person who is not a Permitted Holder, to elect more members of the Board of Directors or other governing body of the Issuer (or the resulting entity) than any other shareholder or group of affiliated shareholders, and in no event shall a Change in Control be deemed to include any transaction effected for the purpose of (i) changing, directly or indirectly, the form of organization or the organizational structure of the Issuer or any of its Subsidiaries, or (ii) contributing assets or equity to entities controlled by the Issuer (or owned by the Issuer in substantially the same proportions as their ownership of the Issuer).

"Class A Common Stock" means the Class A common stock, par value $0.01 per share, of the Issuer.

"Class B Common Stock" means the Class B common stock, par value $0.01 per share, of the Issuer.

"Class C Common Stock" means the Class C common stock, par value $0.01 per share, of the Issuer.

"Closing Date" means the date of the closing of the IPO.

"Combined Voting Power" means the combined voting power of all classes and series of Voting Securities, according to each class' or series' respective votes per share, voting together as a single class.

"Committee" has the meaning set forth in Section 3.2(a).

"Common Stock" means, collectively, the shares of Class A Common Stock, Class B Common Stock and Class C Common Stock, and any securities issued in respect thereof, or in substitution therefor, in connection with any stock split, dividend or combination, or any reclassification, recapitalization, merger, consolidation or similar transaction.

"Director" means any director of the Issuer from time to time.

"Director Designee" means a TA Designee, a Carlyle Designee or the Founder Designee.

"Equity Securities" means any and all shares of Common Stock of the Issuer, and any and all securities of the Issuer, ZoomInfo HoldCo or ZoomInfo OpCo convertible into, or exchangeable or exercisable for (whether or not subject to contingencies or the passage of time, or both), such shares, and options, warrants or other rights to acquire shares of Common Stock of the Issuer, including without limitation any and all HoldCo Units and LLC Units.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder, as the same may be amended from time to time.

"Founder Designee" has the meaning set forth in Section 3.1(b).

"Founder Stockholders" means DO Holdings (WA), LLC, a Washington limited liability company, HSKB Funds, LLC, a Delaware limited liability company, HSKB Funds II, LLC, a Delaware limited liability company, and their Permitted Transferees.

"HoldCo LLC Agreement" means the Amended and Restated Limited Liability Company Agreement, dated as of [ ], 2020, among ZoomInfo HoldCo, the Issuer and the members thereto, as may be amended from time to time.

"HoldCo Units" means the units of limited liability company interest in ZoomInfo HoldCo.

"Initial Public Offering" or "IPO" means the first underwritten Public Offering.

"Investor" means the TA Stockholders and the Carlyle Stockholders.

"Issuer" has the meaning set forth in the Recitals.

"Issuer Competitor" means any Person that directly competes with the business of the Issuer and its direct and indirect Subsidiaries from time to time.

"Joinder Agreement" has the meaning set forth in Section 6.1.

"Law," with respect to any Person, means (a) all provisions of all laws, statutes, ordinances, rules, regulations, permits, certificates or orders of any governmental authority applicable to such Person or any of its assets or property or to which such Person or any of its assets or property is subject and (b) all judgments, injunctions, orders and decrees of all courts and arbitrators in proceedings or actions in which such Person is a party or by which it or any of its assets or properties is or may be bound or subject.

"LLC Units" means the units of limited liability company interest in ZoomInfo OpCo.

"OpCo LLC Agreement" has the meaning set forth in the Preamble.

"Permitted Holders" has the meaning set forth in the definition of "Change in Control".

"Permitted Transferee" means with respect to any Investor, any Affiliate of such Investor that agrees to become party to, and be bound to the same extent as its transferor, by the terms of this Agreement.

"Person" means an individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, limited liability company or any other entity of whatever nature, and shall include any successor (by merger or otherwise) of such entity.

"Public Offering" means any public offering and sale of equity securities of the Issuer or any successor to the Issuer for cash pursuant to an effective registration statement (other than on Form S-4, S-8 or a comparable form) under the Securities Act.

"Rule 144" means Rule 144 under the Securities Act (or any successor rule or regulation).

"SEC" means the United States Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder, as the same may be amended from time to time.

"Share Equivalents" means, for a Person or Persons, (a) Shares Beneficially Owned as of such determination date by such Person or Persons, and (b) the number of Shares issuable upon exercise, conversion or exchange of any security that is currently exercisable for, convertible into or exchangeable for, on any such date of determination, Shares without payment to the Issuer of any additional consideration.

"Shares" means shares of Common Stock of the Issuer.

"Stock Exchange" means The NASDAQ Global Select Market or such other securities exchange or interdealer quotation system on which shares of Class A Common Stock are then listed or quoted.

"Stockholder" has the meaning set forth in the Preamble.

"Subsidiary" means, with respect to any party, any corporation, partnership, trust, limited liability company or other non-corporate business enterprise in which such party (or another Subsidiary of such party) holds stock or other ownership interests representing (a) more that 50% of the voting power of all outstanding stock or ownership interests of such entity, (b) the right to receive more than 50% of the net assets of such entity available for distribution to the holders of outstanding stock or ownership interests upon a liquidation or dissolution of such entity or (c) a general or managing partnership interest in such entity.

"TA Designee" has the meaning set forth in Section 3.1(a)(i).

"TA Stockholders" means, collectively, TA XI DO Feeder, L.P., TA SDF III DO Feeder, L.P., TA SDF II DO Feeder, L.P., TA Atlantic & Pacific VII-B, L.P., TA XI DO AIV, L.P., TA SDF III DO AIV, L.P., TA SDF II DO AIV, L.P., TA Atlantic & Pacific VII-A, L.P., TA Investors IV, L.P., TA Associates AP VII GP, L.P., TA Associates SDF II, L.P., TA Associates SDF III GP, L.P. and TA Associates XI GP, L.P. and their Permitted Transferees.

"Transfer" means, with respect to any Share Equivalents, a direct or indirect transfer (including through one or more transfers), sale, exchange, assignment, pledge, hypothecation or other encumbrance or other disposition of such Share Equivalents, including the grant of an option or other right, whether directly or indirectly, whether voluntarily, involuntarily or by operation of Law.

"Transferred", "Transferring" and "Transferee" shall each have a correlative meaning to the term "Transfer."

"Voting Securities" means, at any time, outstanding shares of any class of Equity Securities of the Issuer, which are then entitled to vote generally in the election of directors.

"ZoomInfo HoldCo" means ZoomInfo Intermediate Holdings LLC, a Delaware limited liability company, and its successors.

"ZoomInfo OpCo" has the meaning set forth in the Preamble.

Section 1.2. General Interpretive Principles. The name assigned to this Agreement and the section captions used herein are for convenience of reference only and shall not be construed to affect the meaning, construction or effect hereof. Unless otherwise specified, the terms "hereof," "herein" and similar terms refer to this Agreement as a whole, and references herein to Articles or Sections refer to Articles or Sections of this Agreement. For purposes of this Agreement, the words, "include," "includes" and "including," when used herein, shall be deemed in each case to be followed by the words "without limitation." The terms "dollars" and "$" shall mean United States dollars. Except as otherwise set forth herein, Shares underlying unexercised options that have been issued by the Issuer shall not be deemed "outstanding" for any purposes in this Agreement. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring any party because of the authorship of any provision of this Agreement.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the Stockholders. Each Stockholder, severally and not jointly, hereby represents and warrants to the Issuer, and each other Stockholder that on the date hereof:

(a) This Agreement has been duly authorized, executed and delivered by such Stockholder and, assuming the due execution and delivery of this Agreement by the other parties hereto, this Agreement constitutes the valid and binding obligation of such Stockholder, enforceable against such Stockholder in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, fraudulent transfer, reorganization, moratorium or similar Laws affecting the enforcement of creditors' rights or remedies generally and by the effect of general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law);

(b) The execution, delivery and performance by such Stockholder of this Agreement and the agreements contemplated hereby and the consummation by such Stockholder of the transactions contemplated hereby do not and will not, with or without the giving of notice or the passage of time or both: (i) violate the provisions of any Law, rule or regulation applicable to such Stockholder or his or her properties or assets; (ii) violate any judgment, decree, order or award of any court, governmental or quasi-governmental agency or arbitrator applicable to such Stockholder or his or her properties or assets; or (iii) result in any breach of any terms or conditions of, or constitute a default under, any contract, agreement or instrument to which such Stockholder is a party or by which such Stockholder or his or her properties or assets are bound; and

(c) Such Stockholder understands that the Shares may not be sold, transferred, or otherwise disposed of without registration under the Securities Act or an exemption therefrom, and that in the absence of an effective registration statement covering the Shares or an available exemption from registration under the Securities Act, Shares must be held indefinitely.

Section 2.2. Entitlement of the Issuer and the Stockholders to Rely on Representations and Warranties. The representations and warranties contained in Section 2.1 may be relied upon by the Issuer, and by the other Stockholders, in connection with the entering into of this Agreement.

Section 2.3. Representations and Warranties of the Issuer. The Issuer hereby represents and warrants to the Stockholders that as of the date of this Agreement:

(a) It is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, it has full power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance by it of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action;

(b) This Agreement has been duly and validly executed and delivered by the Issuer and, assuming the due execution and delivery of this Agreement by the other parties hereto, this Agreement constitutes a legal and binding obligation of the Issuer, enforceable against the Issuer in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, fraudulent transfer, reorganization, moratorium or similar Laws affecting the enforcement of creditors' rights or remedies generally and by the effect of general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law); and

(c) The execution, delivery and performance by the Issuer of this Agreement and the consummation by the Issuer of the transactions contemplated hereby will not, with or without the giving of notice or lapse of time, or both, (i) violate any provision of Law, statute, rule or regulation to which the Issuer is subject, (ii) violate any order, judgment or decree applicable to the Issuer or (iii) conflict with, or result in a breach or default under, any term or condition of the Issuer's organizational documents or any agreement or instrument to which the Issuer is a party or by which it is bound.

ARTICLE III

MANAGEMENT

Section 3.1. Composition of the Board of Directors.

(a) Following the Closing Date, each Investor shall have the right to designate for election to the Board, and the Issuer shall include among the Issuer's and its Directors' nominees for election to the Board at all of the Issuer's applicable annual or special meetings of stockholders (or written consents) at which Directors are to be elected (adjusted as appropriate to take into account the Issuer's classified Board structure), subject to satisfaction of all legal and governance requirements regarding service as a Director in accordance with Section 3.1(d), the number of designees that, if elected, will result in such Investor having the number of Directors serving on the Board as follows:

(i) If the TA Stockholders collectively Beneficially Own 15% or more of the Combined Voting Power as of the record date for a stockholders' meeting, two (2) Directors designated by the TA Stockholders; and if the TA Stockholders collectively Beneficially Own 5% or more, but less than 15%, of the Combined Voting Power as of the record date for a stockholders' meeting, one (1) Director designated by the TA Stockholders (any such designee, a "TA Designee"); and

(ii) If the Carlyle Stockholders collectively Beneficially Own 15% or more of the Combined Voting Power as of the record date for a stockholders' meeting, two (2) Directors designated by the Carlyle Stockholders; and if the Carlyle Stockholders collectively Beneficially Own 5% or more, but less than 15%, of the Combined Voting Power as of the record date for a stockholders' meeting, one (1) Director designated by the Carlyle Stockholders (any such designee, a "Carlyle Designee").

(b) Following the Closing Date, the Founder Stockholders shall have the right to designate one (1) Director designee for election to the Board, and the Issuer shall include such designee among the Issuer's and its Directors' nominees for election to the Board at all of the Issuer's applicable annual or special meetings of stockholders (or written consents) at which Directors are to be elected (adjusted as appropriate to take into account the Issuer's classified Board structure), subject to satisfaction of all legal and governance requirements regarding service as a director of the Issuer in accordance with Section 3.1(d), so long as the Founder Stockholders, directly or indirectly, collectively Beneficially Own 5% or more of the Combined Voting Power as of the record date for a stockholders' meeting (the "Founder Designee").

(c) As of the Closing Date, the Board shall be comprised of nine Directors, and the Directors initially designated for appointment to the Board (i) by the TA Stockholders shall be Jason Mironov, designated as a Class II Director, and Todd Crockett, designated as a Class III Director, (ii) by the Carlyle Stockholders shall be Patrick McCarter, designated as a Class II Director and Ashley Evans, designated as a Class III Director, and (iii) by the Founder Stockholders shall be Henry Schuck, designated as a Class I Director. Notwithstanding any resolution adopted by the Board which determines the number of Directors constituting the whole Board, the size of the Board shall not be increased above nine Directors (or seven or eight in the event that the size of the Board is decreased pursuant to Section 3.1(e)) without the consent of each of the TA Stockholders or the Carlyle Stockholders so long as the TA Stockholders or the Carlyle Stockholders, as applicable, have the right to designate at least one (1) Director pursuant to Section 3.1(a).

(d) If the Issuer's Nominating and Corporate Governance Committee determines that a Director Designee (i) is not qualified to serve on the Board consistent with such committee's policies and procedures or (ii) does not satisfy all legal and governance requirements regarding service as a Director of the Issuer, the applicable nominating Investor shall have the right to designate a different Director Designee.

(e) Except as provided in Section 3.1(a), if the number of individuals that the TA Stockholders or the Carlyle Stockholders have the right to designate for election to the Board is decreased pursuant to Section 3.1(a), then the corresponding number of Director designees of such Investor shall immediately tender his or her resignation for consideration by the Board, and in the event the Board accepts such resignation, the Issuer and the Investors shall immediately take any and all actions necessary or appropriate to cooperate in ensuring the removal of such individual; provided that the last remaining Director designated by the TA Stockholders or the Carlyle Stockholders shall resign from the Board at the end of his or her then current term. Notwithstanding any resolution adopted by the Board which determines the number of Directors constituting the whole Board, in the event that the number of individuals that the TA Stockholders or the Carlyle Stockholders have the right to designate for election to the Board is decreased to one (1) pursuant to Section 3.1(a) for such Stockholder, as applicable, the total authorized number of Directors of the Board shall automatically be reduced by the corresponding number of Directors. Except as provided above and subject to the applicable provisions of the Amended and Restated Certificate of Incorporation of the Issuer, each Investor shall have the sole and exclusive right to (i) direct the other Investors and Founder Stockholders to vote all their Shares immediately for the removal of such Investor's designees to the Board and (ii) designate a Carlyle Designee or TA Designee, as applicable (serving in the same class as the predecessor), to fill vacancies on the Board pursuant to Section 3.1(a) that are created by reason of death, removal or resignation of such designees, subject to Section 3.1(d).

(f) The Issuer and each of the Investors and the Founder Stockholders shall take all actions necessary and within their control to give effect to the provisions contained in this Article III, including (i) in the case of the Issuer, soliciting proxies for each Director Designee and otherwise using its best efforts to cause each Director Designee to be elected as a Director of the Issuer, and (ii) in the case of the Investors and the Founder Stockholders, voting the Shares held directly or indirectly by such Investors and Founder Stockholders (whether at a meeting or by written consent) and any of their respective Affiliates, to cause the nomination, election, removal or replacement of the Director Designees as provided for herein and otherwise using their best efforts to cause the Issuer to comply with its obligations hereunder. No Person shall take any action that would be inconsistent with or otherwise circumvent the provisions of this Agreement.

(g) The Issuer and its Subsidiaries shall reimburse the Directors for all reasonable out-of-pocket expenses incurred in connection with their attendance at meetings of the Board or the board of directors of any of the Issuer's Subsidiaries, and any committees thereof, including without limitation travel, lodging and meal expenses, in accordance with the Issuer's reimbursement policies. Except as otherwise determined by the Board, the TA Designees and the Carlyle Designees shall not be compensated for their services as members of the Board. If the Issuer adopts a policy that Directors own a minimum amount of equity in the Issuer, Director Designees shall not be subject to such policy.

(h) The Issuer and its Subsidiaries shall obtain customary director and officer indemnity insurance on commercially reasonable terms which insurance shall cover each member of the Board and the members of each board of directors of each of the Issuer's Subsidiaries. The Issuer and its Subsidiaries shall enter into director and officer indemnification agreements substantially in the form attached as Exhibit C hereto, with each of the Investor's and the Founder Stockholders' designees on the Board.

Section 3.2. Committees.

(a) The Board shall have an Audit Committee, a Compensation Committee and a Nominating and Corporate Governance Committee, and may form additional committees (each, a "Committee") upon the approval of the Board and subject to the applicable provisions of the Amended and Restated Bylaws of the Issuer.

(b) So long as the TA Stockholders or the Carlyle Stockholders, as applicable, have the right to designate at least one (1) Director pursuant to Section 3.1(a), the Issuer shall cause the Audit Committee, the Compensation Committee, the Nominating and Corporate Governance Committee and other significant committee of the Board (including, without limitation, any committee performing the functions usually reserved for the committees described above) to include (i) in the case of such committee that is comprised of four or fewer members, at least one (1) TA Designee and one (1) Carlyle Designee, and (ii) in the case of such committee that is comprised of five or more members, at least two (2) TA Designee and two (2) Carlyle Designee; provided that the right of any Director to serve on a Committee shall be subject to applicable law and the Issuer's obligation to comply with any applicable independence requirements of the Stock Exchange to which it is then subject.

Section 3.3. Controlled Company.

(a) The Investors and the Founder Stockholders acknowledge and agree that, (i) by virtue of this Article III, they are acting as a "group" within the meaning of the Stock Exchange rules as of the date hereof, and (ii) by virtue of the Combined Voting Power of Common Stock held by the Investors and the Founder Stockholders, the Issuer qualifies as a "controlled company" within the meaning of Stock Exchange rules as of the Closing Date.

(b) So long as the Issuer qualifies as a "controlled company" for purposes of Stock Exchange rules, the Issuer will elect to be a "controlled company" for purposes of Stock Exchange rules, and will disclose in its annual meeting proxy statement that it is a "controlled company" and the basis for that determination. If the Issuer ceases to qualify as a "controlled company" for purposes of Stock Exchange rules, the Investors, the Founder Stockholders and the Issuer will take whatever action may be reasonably necessary in relation to such party, if any, to cause the Issuer to comply with Stock Exchange rules as then in effect within the timeframe for compliance available under such rules.

ARTICLE IV

REGISTRATION RIGHTS

The Issuer shall grant to each of the Stockholders the registration rights set forth in the Registration Rights Agreement in Exhibit B hereto.

ARTICLE V

ADDITIONAL AGREEMENTS OF THE PARTIES

Section 5.1. Legend on Share Equivalents.

(a) The Share Equivalents shall include an endorsement typed conspicuously thereon of the following legend:

"THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER STATE SECURITIES LAWS. THESE SECURITIES MAY NOT BE OFFERED, RESOLD, ASSIGNED, TRANSFERRED PLEDGED OR HYPOTHECATED UNLESS REGISTERED OR EXEMPT FROM REGISTRATION UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS, AND HEDGING TRANSACTIONS INVOLVING THESE SECURITIES MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT OF 1933, AS AMENDED.

IN ADDITION, THESE SECURITIES ARE SUBJECT TO THE TERMS OF A STOCKHOLDERS' AGREEMENT DATED AS OF [ ], 2020 (AS MAY BE AMENDED FROM TIME TO TIME) AND MAY NOT BE VOTED, SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF EXCEPT IN ACCORDANCE WITH SUCH AGREEMENT."

In the event that any Share Equivalents shall become freely tradable under the Securities Act and all other applicable securities Laws, the Issuer shall, upon the written request of the holder thereof, cause the first paragraph of the legend required by this Section 5.1 to be removed from such Share Equivalents. In the event that any Share Equivalents shall cease to be subject to the restrictions on transfer set forth in this Agreement, the Issuer shall, upon the request of the holder thereof, cause the second paragraph of the legend required by this Section 5.1 to be removed from such Share Equivalents.

(b) All Share Equivalents hereafter issued, whether upon transfer or original issue, shall be endorsed with a like legend.

Section 5.2. Exculpation Among Investors. Each Stockholder acknowledges that it is not relying upon any person, firm or corporation, other than the public information filed by the Issuer with the SEC relating to its Shares, in making its investment or decision to sell, retain or further invest in the Issuer. Each Stockholder agrees that none of the Investors, Founder Stockholders or the respective controlling persons, officers, directors, partners, agents, or employees of any Investor or Founder Stockholder shall be liable to any other Investor or Founder Stockholder for any action heretofore or hereafter taken or omitted to be taken by any of them in connection with the purchase of the Shares.

Section 5.3. Obligation to Update Investors. The Issuer shall keep each Director Designee of an Investor informed, on a current basis, of any events, discussions, notices or changes with respect to any tax (other than ordinary course communications which could not reasonably be expected to be material to the Issuer), criminal or regulatory investigation or action involving the Issuer or any of its Subsidiaries, and shall reasonably cooperate with the Investors, their members and their respective Affiliates in an effort to avoid or mitigate any cost or regulatory consequences to the Investors or their Affiliates that might arise from such investigation or action (including by reviewing written submissions in advance, attending meetings with authorities and coordinating and providing assistance in meeting with regulators).

Section 5.4. Confidentiality. Each Stockholder agrees, for so long as such Stockholder owns any Shares and for a period of two (2) years following the date upon which such Stockholder ceases to own any Shares, to keep confidential, any non-public information provided to such Stockholder by the Issuer; provided, however, that nothing herein will limit the disclosure of any information (i) to the extent required by law, statute, rule, regulation, judicial process, subpoena or court order or required by any governmental agency or other regulatory authority (including, without limitation, by deposition, interrogatory, request for documents, oral questions, subpoena, civil investigative demand, administrative proceeding or similar process); (ii) that is in the public domain or becomes generally available to the public, in each case, other than as a result of the disclosure by the parties in violation of this Agreement; (iii) becomes available on a non-confidential basis to a Stockholder from a source other than the Issuer; provided that such source is not subject to any obligation of confidentiality to Issuer; (iv) to a Stockholder’s advisors, representatives and Affiliates (which for the TA Stockholders and the Carlyle Stockholders shall include, directors, officers, employees, agents and direct and indirect, current and prospective limited partners and investors in the ordinary course of their business); provided that such advisors, representatives and Affiliates shall have been advised of this Agreement and shall have expressly agreed to be bound by the confidentiality provisions hereof, or shall otherwise be bound by comparable obligations of confidentiality, and the applicable Stockholder shall be responsible for any breach of or failure to comply with this Agreement by any of its Affiliates and such Stockholder agrees, at its sole expense, to take reasonable measures (including but not limited to court proceedings) to restrain its advisors, representatives and Affiliates from prohibited or unauthorized disclosure or use of any confidential information; or (v) to any prospective purchaser of a Stockholder’s Shares; provided that (A) such prospective purchaser shall have been advised of this Agreement and shall have expressly agreed to be bound by the confidentiality provisions hereof, (B) such prospective purchaser is not a Issuer Competitor or a Person who controls any Issuer Competitor, and (C) the prospective purchaser shall be responsible for any breach of or failure to comply with this Agreement by any of its Affiliates and such prospective purchaser agrees, at its sole expense, to take reasonable measures (including but not limited to court proceedings) to restrain its advisors, representatives and Affiliates from prohibited or unauthorized disclosure or use of any confidential information.

ARTICLE VI

ADDITIONAL PARTIES

Section 6.1. Additional Parties. Additional parties, provided they are Permitted Holders, may be added to and be bound by and receive the benefits afforded by this Agreement upon the signing and delivery of a joinder to this Agreement substantially in the form attached as

Exhibit A hereto (the "Joinder Agreement") by the Issuer and the acceptance thereof by such additional parties and, to the extent permitted by Section 7.1, amendments may be effected to this Agreement reflecting such rights and obligations, consistent with the terms of this Agreement, of such party as the Investors and such party may agree.

ARTICLE VII

MISCELLANEOUS

Section 7.1. Amendment. The terms and provisions of this Agreement may be modified or amended at any time and from time to time only by the written consent of each Stockholder Beneficially Owning 5% or more of the Combined Voting Power as of the record date for a stockholders' meeting; provided that any amendment, modification or waiver that disproportionately and adversely affects any Stockholder Beneficially Owning less than 5% of the Combined Voting Power as of the record date for a stockholders' meeting shall also require the written consent of such adversely affected Stockholder. If requested by the Stockholders, the Issuer agrees to execute and deliver any amendments to this Agreement which are not adverse to the Issuer or its public shareholders to the extent so requested by the Stockholders in connection with the addition of (i) a transferee of Share Equivalents or (ii) a recipient of any newly-issued Share Equivalents as a party hereto; provided that such amendments are in compliance with the provisos set forth in the immediately foregoing sentence and the terms of this Agreement. Any amendment, modification or waiver effected in accordance with the foregoing shall be effective and binding on the Issuer and all Permitted Holders.

Section 7.2. Consent of the Investors. If any consent, approval or action of the Investors is required at any time pursuant to this Agreement, such consent, approval or action shall be deemed given if the holders of a majority of the outstanding Shares held by the Investors at such time provide such consent, approval or action in writing at such time, unless this Agreement provides for more specific consent requirements of the Investors with respect to such consent, approval or action.

Section 7.3. Termination. This Agreement shall automatically terminate upon the earlier of (i) a Change in Control; (ii) written agreement of the Investors who hold Shares at such time; or (iii) the dissolution or liquidation of the Issuer. Article III shall automatically terminate with respect to any Stockholder at such time as such Stockholder ceases to Beneficially Own 5% or more of the Combined Voting Power as of the record date for a stockholders' meeting. In the event of any termination of this Agreement as provided in this Section 7.3, this Agreement shall forthwith become wholly void and of no further force or effect (except for this Article VII) and there shall be no liability on the part of any parties hereto or their respective officers or directors, except as provided in this Article VII. Notwithstanding the foregoing, no party hereto shall be relieved from liability for any willful breach of this Agreement.

Section 7.4. Non-Recourse. Notwithstanding anything that may be expressed or implied in this Agreement or any document or instrument delivered in connection herewith, and notwithstanding the fact that certain of the Investors may be partnerships or limited liability companies, by its acceptance of the benefits of this Agreement, the Issuer and each Stockholder covenant, agree and acknowledge that no Person (other than the parties hereto) has any obligations hereunder, and that no recourse under this Agreement or any documents or instruments delivered in connection with this Agreement shall be had against any current or future director, officer, employee, general or limited partner or member of any Stockholder or of any Affiliate or assignee thereof, whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable Law, it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any the former, current and future equity holders, controlling persons, directors, officers, employees, agents, affiliates, members, managers, general or limited partners or assignees of the Stockholders or any former, current or future stockholder, controlling person, director, officer, employee, general or limited partner, member, manager, Affiliate, agent or assignee of any of the foregoing, as such for any obligation of any Stockholder under this Agreement or any documents or instruments delivered in connection with this Agreement for any claim based on, in respect of or by reason of such obligations or their creation.

Section 7.5. No Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their permitted assigns and successors, and, except as provided in Section 7.4, nothing herein, express or implied, is intended to or shall confer upon any other Person or entity, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 7.6. Recapitalizations; Exchanges, Etc. The provisions of this Agreement shall apply to the full extent set forth herein with respect to Shares, to any and all shares of capital stock of the Issuer or any successor or assign of the Issuer (whether by merger, consolidation, sale of assets or otherwise) which may be issued in respect of, in exchange for, or in substitution of the Shares, by reason of a stock dividend, stock split, stock issuance, reverse stock split, combination, recapitalization, reclassification, merger, consolidation or otherwise.

Section 7.7. Addresses and Notices. Any notice provided for in this Agreement will be in writing and will be either personally delivered, or received by certified mail, return receipt requested, sent by reputable overnight courier service (charges prepaid) or facsimile to the Issuer at the address set forth below and to any other recipient and to any holder of Shares at such address as indicated by the Issuer's records, or at such address or to the attention of such other person as the recipient party has specified by prior written notice to the sending party. Notices will be deemed to have been given hereunder when delivered personally or sent by facsimile (provided confirmation of transmission is received), three days after deposit in the U.S. mail and one day after deposit with a reputable overnight courier service. If notice is given to the Issuer or to the Stockholders, a copy shall be sent to such party at the addresses set forth below:

(v) if to the Issuer, to:

ZoomInfo Technologies Inc.
805 Broadway, Suite 900
Vancouver, WA 98660
Attention: Chief Executive Officer
Telecopy No.: (614) 573-6377

Email: henry.schuck@zoominfo.com

with a copy (which shall not constitute written notice) to:

Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, NY 10017
Attention: Richard A. Fenyes
Telecopy No.: (212) 455-2502
Email: rfenyes@stblaw.com

with a copy (which shall not constitute notice) to each of the TA Stockholders, the Carlyle Stockholders as specified in sub-parts (x) and (y) below;

(x) if to the TA Stockholders, to:

TA Associates Management L.P.
64 Willow Place
Suite 100
Menlo Park, CA 94025
Attention: Todd R. Crockett and Jason P. Werlin
Telecopy: (650) 473-2235
Email: tcrockett@ta.com and jwerlin@ta.com

with a copy (which shall not constitute written notice) to:

Goodwin Procter LLP
Three Embarcadero Center, 24th Floor
San Francisco, CA 94111
Attention: Brian McPeake
Telecopy: (415) 733-6077
Email: bmcpeake@goodwinprocter.com

(y) if to the Carlyle Stockholders, to:

c/o The Carlyle Group
2710 Sand Hill Road, 1st Floor
Menlo Park, CA 94025
Attention: Patrick McCarter and Ashley Evans
Email: patrick.mccarter@carlyle.com and ashley.evans@carlyle.com

with a copy (which shall not constitute notice) to:

Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
Attention: Paul S. Bird, Jennifer L. Chu and Matthew E. Kaplan

Telecopy: (212) 521-7435, (212) 521-7005 and (212) 521 7334
Email: psbird@debevoise.com, jlchu@debevoise.com and mekaplan@debevoise.com

and, (z) in the case of the Founder Stockholders, to such party's address appearing on the stock books of the Issuer or to such other address as may be designated by such party in writing to the Issuer.

Section 7.8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Section 7.9. Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition.

Section 7.10. Counterparts. This Agreement may be executed in separate counterparts, each of which will be an original and all of which together shall constitute one and the same agreement binding on all the parties hereto.

Section 7.11. Applicable Law; Waiver of Jury Trial. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. Any dispute relating hereto shall be heard in the state or federal courts of Delaware, and the parties agree to exclusive jurisdiction and venue therein and waive any objection based on venue or *forum non conveniens* with respect to any action instituted therein. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 7.12. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or the effectiveness or validity of any provision in any other jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 7.13. Delivery by Facsimile. This Agreement and any signed agreement or instrument entered into in connection with this Agreement or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or electronic transmission (i.e., in portable document format), shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement or instrument shall raise the use of a facsimile machine or electronic transmission to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or electronic transmission as a defense to the formation of a contract and each such party forever waives any such defense.

Section 7.14. Entire Agreement. This Agreement, together with the Registration Rights Agreement in Exhibit B hereto, and all of the other exhibits, annexes and schedules hereto and thereto constitute the entire understanding and agreement between the parties as to restrictions on the transferability of Shares and the other matters covered herein and therein and supersede and replace any prior understanding, agreement between the parties as to restrictions on the transferability of Shares and the other matters covered herein and therein and supersede and replace any prior understanding, agreement or statement of intent, in each case, written or oral, of any and every nature with respect thereto. In the event of any inconsistency between this Agreement and any document executed or delivered to effect the purposes of this Agreement, including, without limitation, the by-laws of any company, this Agreement shall govern as among the parties hereto.

Section 7.15. Remedies. The Issuer and the Stockholders shall be entitled to enforce their rights under this Agreement specifically, to recover damages by reason of any breach of any provision of this Agreement (including, without limitation, costs of enforcement) and to exercise all other rights existing in their favor. The parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Agreement, and that the Issuer or any Stockholder may in its sole discretion apply to any court of law or equity of competent jurisdiction for specific performance or injunctive relief (without posting a bond or other security) in order to enforce or prevent any violation of the provisions of this Agreement. All remedies, either under this Agreement or by Law or otherwise afforded to any party, shall be cumulative and not alternative. All obligations hereunder shall be satisfied in full without set-off, defense or counterclaim.

Section 7.16. Descriptive Headings; Interpretations. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a substantive part of this Agreement. Whenever required by the context, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. The use of the word “including” in this Agreement shall be by way of example rather than by limitation. Reference to any agreement, document or instrument means such agreement, document or instrument as amended or otherwise modified from time to time in accordance with the terms thereof, and if applicable hereof. The use of the words “or,” “either” and “any” shall not be exclusive. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Wherever a conflict exists between this Agreement and any other agreement, this Agreement shall control but solely to the extent of such conflict.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement or caused this Agreement to be executed on its behalf as of the date first written above.

ZOOMINFO TECHNOLOGIES INC.

By: ____________________________

Name: Henry Shuck

Title: Chief Executive Officer

[*Signature Page to ZoomInfo Technologies Inc. Stockholders Agreement*]

TA XI DO AIV, L.P.

By: TA Associates XI GP, L.P., its general partner

By: TA Associates, L.P., its general partner

By: TA Associates US Holding Corp., its general partner

By: ______________________________

Name: Gregory M. Wallace
Title: Chief Financial Officer, Funds

TA SDF III DO AIV, L.P.

By: TA Associates SDF III GP, L.P., its general partner

By: TA Associates, L.P., its general partner

By: TA Associates US Holding Corp., its general partner

By: ______________________________

Name: Gregory M. Wallace
Title: Chief Financial Officer, Funds

TA SDF II DO AIV II, L.P.

By: TA Associates SDF II, L.P.

By: TA Associates, L.P., its general partner

By: TA Associates US Holding Corp., its general partner

By: ______________________________

Name: Gregory M. Wallace
Title: Chief Financial Officer, Funds

[*Signature Page to ZoomInfo Technologies Inc. Stockholders Agreement*]

TA ATLANTIC AND PACIFIC VII-A, L.P.

By: TA Associates AP VII GP L.P., its general partner

By: TA Associates, L.P., its general partner

By: TA Associates US Holding Corp., its general partner

By: ____
Name: Gregory M. Wallace
Title: Chief Financial Officer, Funds

TA INVESTORS IV, L.P.

By: TA Associates, L.P., its general partner

By: TA Associates US Holding Corp., its general partner

By: ____
Name: Gregory M. Wallace
Title: Chief Financial Officer, Funds

TA ASSOCIATES AP VII GP, L.P.

By: TA Associates, L.P., its general partner

By: TA Associates US Holding Corp., its general partner

By: ____
Name: Gregory M. Wallace
Title: Chief Financial Officer, Funds

[*Signature Page to ZoomInfo Technologies Inc. Stockholders Agreement*]

TA ASSOCIATES SDF II, L.P.

By: TA Associates, L.P., its general partner

By: TA Associates US Holding Corp., its general partner

By: ______________________________

Name: Gregory M. Wallace

Title: Chief Financial Officer, Funds

TA ASSOCIATES SDF III GP, L.P.

By: TA Associates, L.P., its general partner

By: TA Associates US Holding Corp., its general partner

By: ______________________________

Name: Gregory M. Wallace

Title: Chief Financial Officer, Funds

TA ASSOCIATES XI GP, L.P.

By: TA Associates, L.P., its general partner

By: TA Associates US Holding Corp., its general partner

By: ______________________________

Name: Gregory M. Wallace

Title: Chief Financial Officer, Funds

TA XI DO FEEDER, L.P.

By: TA Associates XI GP, L.P., its general partner

By: TA Associates, L.P., its general partner

By: TA Associates US Holding Corp., its general partner

By: ______________________________
Name: Gregory M. Wallace
Title: Chief Financial Officer, Funds

TA SDF II DO FEEDER, L.P.

By: TA Associates SDF II, L.P., its general partner

By: TA Associates, L.P., its general partner

By: TA Associates US Holding Corp., its general partner

By: ______________________________
Name: Gregory M. Wallace
Title: Chief Financial Officer, Funds

TA SDF III DO FEEDER, L.P.

By: TA Associates SDF III GP, L.P., its general partner

By: TA Associates, L.P., its general partner

By: TA Associates US Holding Corp., its general partner

By: ______________________________
Name: Gregory M. Wallace
Title: Chief Financial Officer, Funds

TA ATLANTIC AND PACIFIC VII-B L.P.

By: TA Associates AP VII GP L.P., its general partner

By: TA Associates, L.P., its general partner

By: TA Associates US Holding Corp., its general partner

By: ______________________________
Name: Gregory M. Wallace
Title: Chief Financial Officer, Funds

[*Signature Page to ZoomInfo Technologies Inc. Stockholders Agreement*]

CARLYLE PARTNERS VI EVERGREEN HOLDINGS, L.P.

By: TC Group VI S1, L.P., its general partner

By: TC Group VI S1, L.L.C., its general partner

By: ______________________________

Name: Patrick McCarter

Title: Managing Director

CARLYLE PARTNERS VI DASH HOLDINGS, L.P.

By: TC Group VI, L.P., its General Partner

By: TC Group VI, L.L.C., its General Partner

By: ______________________________

Name: Patrick McCarter

Title: Managing Director

CP VI EVERGREEN HOLDINGS, L.P.

By: TC Group VI S1, L.P., its General Partner

By: TC Group VI S1, L.L.C., its General Partner

By: ______________________________

Name: Patrick McCarter

Title: Managing Director

[*Signature Page to ZoomInfo Technologies Inc. Stockholders Agreement*]

DO HOLDINGS (WA), LLC

By: ______________________________

Name: Henry Schuck

Title: Chief Executive Officer

HSKB FUNDS, LLC

By: HLS Management, LLC, its manager

By: ______________________________

Name: Henry Schuck

Title: Manager

HSKB FUNDS II, LLC

By: HLS Management, LLC, its manager

By: ______________________________

Name: Henry Schuck

Title: Manager

[*Signature Page to ZoomInfo Technologies Inc. Stockholders Agreement*]

EXHIBIT A

FORM OF JOINDER TO STOCKHOLDERS' AGREEMENT

This Joinder Agreement (this "Joinder Agreement") is made as of the date written below by the undersigned (the "Joining Party") in accordance with the Stockholders' Agreement dated as of [___________,] 2020 (the "Stockholders' Agreement") among ZoomInfo Technologies Inc. and certain other persons named therein, as the same may be amended from time to time. Capitalized terms used, but not defined, herein shall have the meaning ascribed to such terms in the Stockholders' Agreement.

The Joining Party hereby acknowledges, agrees and confirms that, by its execution of this Joinder Agreement, the Joining Party shall be deemed to be a party to and a "Stockholder" under the Stockholders' Agreement as of the date hereof and shall have all of the rights and obligations of the Stockholder from whom it has acquired Share Equivalents (to the extent permitted by the Stockholders' Agreement) as if it had executed the Stockholders' Agreement. The Joining Party hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the Stockholders' Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement as of the date written below.

Date: ___________ ___, 20___

[NAME OF JOINING PARTY]

By: ____________________________________

Name:

Title:

Address for Notices:

AGREED ON THIS [___] day of [____], 20___:

ZOOMINFO TECHNOLOGIES INC.

By: ____________________________________

Name:

Title:

EXHIBIT B

REGISTRATION RIGHTS AGREEMENT

EXHIBIT C

FORM OF DIRECTOR & OFFICER INDEMNIFICATION AGREEMENT

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

The Board of Directors
ZoomInfo Technologies Inc.:

We consent to the use of our report included herein and to the reference to our firm under the heading “Experts” in the prospectus.

/s/ KPMG LLP

Portland, Oregon
May 11, 2020

Consent of Independent Registered Public Accounting Firm

The Board of Directors
DiscoverOrg Holdings, LLC:

We consent to the use of our report included herein and to the reference to our firm under the heading "Experts" in the prospectus.

Our report dated February 26, 2020, contains an explanatory paragraph that refers to a change in the method of accounting for leases due to the adoption of Accounting Standards Codification Topic 842, *Leases*.

/s/ KPMG LLP

Portland, Oregon
May 11, 2020

Exhibit 23.3

Consent of Independent Auditor

We consent to the use in this Registration Statement (No. 333-236674) on Form S-1 of ZoomInfo Technologies Inc. of our report dated November 22, 2019 relating to the consolidated financial statements of Zoom Information, Inc. and Subsidiaries, appearing in the Prospectus, which is part of this Registration Statement.

We also consent to the reference of our firm under the heading “Experts” in such Registration Statement.

/s/ RSM US LLP

Boston, MA
May 11, 2020