

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

FORM 8-K

CURRENT REPORT  
Pursuant to Section 13 or 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): May 8, 2026

**ZoomInfo Technologies Inc.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-39310**  
(Commission File Number)

**87-3037521**  
(IRS Employer Identification No.)

**330 W Columbia Way, Floor 8, Vancouver, Washington 98660**  
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: **(800) 914-1220**

**N/A**  
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock, par value \$0.01 per share	GTM	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

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

**Item 1.01 Entry into a Material Definitive Agreement**

On May 8, 2026, ZoomInfo LLC (the "Borrower") entered into an amendment (the "Credit Agreement Amendment"), by and among the Borrower, ZoomInfo Technologies LLC, as the co-borrower (the "Co-Borrower"), ZoomInfo Midco LLC ("Holdings"), the other guarantors party thereto, and Morgan Stanley Senior Funding, Inc., as administrative agent, to the Borrower's existing First Lien Credit Agreement, dated as of February 1, 2019, by and among the Borrower, the Co-Borrower, Holdings, the lenders from time to time party thereto and Morgan Stanley Senior Funding, Inc., as administrative agent (as amended from time to time, the "First Lien Credit Agreement"), that provided for, among other things, an incremental revolving credit commitment increase in the aggregate principal amount of \$26,000,000, bringing the aggregate principal amount of total revolving credit commitments under the First Lien Credit Agreement to \$276,000,000.

The incremental revolving credit commitments provided under the Credit Agreement Amendment have the same terms, including with respect to guarantees, collateral, pricing, interest rates and rights to prepayment and repayment, as the revolving credit facility under the First Lien Credit Agreement immediately prior to the effective date of the Credit Agreement Amendment.

The foregoing description of the Credit Agreement Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the document, which is filed as Exhibit 10.1 to this Current Report on Form 8-K (the "Current Report").

**Item 2.02 Results of Operations and Financial Condition.**

On May 11, 2026, ZoomInfo Technologies Inc. (the "Company") issued a press release announcing its financial results for the first quarter ended March 31, 2026. A copy of the press release is furnished as Exhibit 99.1 to this Current Report and is incorporated herein by reference. The information contained in Item 2.02 of this Current Report, including the press release furnished as Exhibit 99.1 hereto, is being furnished and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that section, and shall not be incorporated by reference into any registration statement or other document filed under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

**Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The information set forth in Item 1.01 of this Current Report is incorporated by reference in this Item 2.03.

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**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

Exhibit No.	Description
10.1	<a href="#"><u>Amendment No. 8 to First Lien Credit Agreement, dated as of May 8, 2026, by and among ZoomInfo LLC (f/k/a DiscoverOrg, LLC), a Delaware limited liability company (the "Borrower"), ZoomInfo Technologies LLC, a Delaware limited liability company (the "Co-Borrower"), ZoomInfo Midco LLC (f/k/a DiscoverOrg Midco, LLC), a Delaware limited liability company ("Holdings"), the other guarantors party thereto, each lender and L/C issuer party thereto, and Morgan Stanley Senior Funding, Inc., as administrative agent, collateral agent and L/C issuer</u></a>
99.1	<a href="#"><u>Press release dated May 11, 2026 announcing ZoomInfo Technologies Inc.'s first quarter 2026 financial results</u></a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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## Signatures

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

ZoomInfo Technologies Inc.

Date: May 11, 2026

By: /s/ M. Graham O'Brien

Name: M. Graham O'Brien

Title: Chief Financial Officer

**AMENDMENT NO. 8 TO FIRST LIEN CREDIT AGREEMENT**

AMENDMENT NO. 8, dated as of May 8, 2026 (this "Amendment"), by and among ZOOMINFO LLC (f/k/a DISCOVERORG, LLC), a limited liability company organized under the laws of Delaware (the "Borrower"), ZOOMINFO TECHNOLOGIES LLC, a limited liability company organized under the laws of Delaware (the "Co-Borrower"), ZOOMINFO MIDCO, LLC (f/k/a DISCOVERORG MIDCO, LLC), a limited liability company organized under the laws of Delaware ("Holdings"), each of the Guarantors party hereto, the 2026 Incremental Revolving Credit Lender (as defined below) and MORGAN STANLEY SENIOR FUNDING, INC. ("MSSF"), as Administrative Agent (in such capacity, the "Administrative Agent"), to the First Lien Credit Agreement, dated as of February 1, 2019, among the Borrower, Holdings, the Administrative Agent, and each lender from time to time party thereto (as amended by that certain Amendment No. 1 to First Lien Credit Agreement, dated as of February 19, 2020, as further amended by that certain Amendment No. 2 to First Lien Credit Agreement, dated as of February 2, 2021, as further amended by that certain Amendment No. 3 to First Lien Credit Agreement, dated as of July 20, 2021, as further amended by that certain Amendment No. 4 to First Lien Credit Agreement, dated as of December 30, 2022, as further amended by that certain Amendment No. 5 to First Lien Credit Agreement, dated as of February 28, 2023, as further amended by that certain Amendment No. 6 to First Lien Credit Agreement, dated as of December 8, 2023, as further amended by that certain Amendment No. 7 to First Lien Credit Agreement, dated as of June 10, 2024, and as further amended, amended and restated, supplemented or otherwise modified from time to time through the date hereof, the "Credit Agreement" and the Credit Agreement, as amended by this Amendment, the "Amended Credit Agreement"). Except as otherwise provided herein, all capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Amended Credit Agreement.

**WITNESSETH:**

WHEREAS, the Borrower desires to amend the Credit Agreement on the terms set forth herein;

WHEREAS, Sections 2.14 and Section 10.01 of the Credit Agreement provide that the Borrower, the Administrative Agent and the Lenders may amend the Credit Agreement as set forth herein, including increasing the Commitments under any Revolving Tranche;

WHEREAS, U.S. Bank National Association has been appointed as the left lead arranger and bookrunner for this Amendment (in such capacities, the "Amendment No. 8 Arranger");

WHEREAS, pursuant to Section 2.14 of the Credit Agreement, the Borrower has given notice to the Administrative Agent of a request of a Revolving Credit Commitment Increase in an aggregate principal amount of \$26,000,000 (such Revolving Credit Commitment Increase, the "2026 Incremental Revolving Credit Commitments") from the 2026 Incremental Revolving Credit Lender, such that the aggregate principal amount of outstanding Revolving Credit Commitments as of the Amendment No. 8 Effective Date (as defined below) shall be \$276,000,000.00.

WHEREAS, the Person set forth on Exhibit A hereto (“2026 Incremental Revolving Credit Lender”) has agreed to provide 2026 Incremental Revolving Credit Commitments in the amount set forth on such Exhibit A on the Amendment No. 8 Effective Date, on the terms and subject to the conditions as set forth herein;

WHEREAS, in accordance with the provisions of Section 10.01 of the Credit Agreement, the Loan Parties, the Administrative Agent and the 2026 Incremental Revolving Credit Lender wish to amend the Credit Agreement pursuant to this Amendment as set forth herein;

NOW, THEREFORE, the parties hereto hereby agree as follows:

## ARTICLE I

### Incremental Commitment Amendment

Section 1.1. Each party hereto agrees as follows:

- (a) This Amendment constitutes a “Loan Document” for all purposes of the Credit Agreement and the other Loan Documents;
- (b) This Amendment shall constitute the notice required pursuant to Section 2.14(a) of the Credit Agreement;
- (c) Subject to the satisfaction of the conditions set forth in Article III below, each 2026 Incremental Revolving Credit Lender agrees, effective as of the Amendment No. 8 Effective Date, to provide the 2026 Incremental Revolving Credit Commitments set forth on Exhibit A attached hereto; and

(d) From and after the Amendment No. 8 Effective Date, (a) each 2026 Incremental Revolving Credit Lender shall be a “Revolving Credit Lender” and “Revolving Commitment Increase Lender” for all purposes under the Amended Credit Agreement and the other Loan Documents and perform all the obligations of, and have all the rights of, a Lender thereunder, (b) each of the revolving commitments of the 2026 Incremental Revolving Credit Lender shall be a “Revolving Credit Commitment” and each of the 2026 Incremental Revolving Credit Commitments shall be a “Revolving Credit Commitment Increase” for all purposes under the Amended Credit Agreement and the other Loan Documents, (c) the revolving facility established under this Amendment shall be a “Revolving Credit Facility” for all purposes under the Amended Credit Agreement and the other Loan Documents, and (d) the revolving loans of the 2026 Incremental Revolving Credit Lender shall each be a “Revolving Credit Loan” and constitute a single Revolving Tranche (and unless otherwise specified herein, have the same terms (including with respect to Guarantees, Collateral, pricing, interest rates and Applicable Rate and rights to prepayment and repayment), in each case, as the Revolving Credit Facility under the Credit Agreement immediately prior to the Amendment No. 8 Effective Date) for all purposes under the Amended Credit Agreement and the other Loan Documents. Each reference to “Arrangers”, “Incremental Arrangers” or “Agents” in the Amended Credit Agreement shall be deemed to include the Amendment No. 8 Arranger, and the Amendment No. 8 Arranger shall benefit from the indemnity provisions in the Amended Credit Agreement with respect to the transactions contemplated herein.

## ARTICLE II

### Credit Agreement Amendments

Section 2.1. Amendments. Subject to satisfaction (or waiver) of the conditions set forth in Article III hereof, on the Amendment No. 8 Effective Date, the Credit Agreement is hereby amended as follows:

(a) the table setting forth the Revolving Credit Commitments on Schedule 2.01 of the Credit Agreement is hereby replaced with the table setting forth the Revolving Credit Commitments set forth on Schedule 1 hereto.

(b) The following defined terms shall be added to Section 1.01 of the Credit Agreement in alphabetical order:

“2026 Incremental Revolving Credit Commitments” has the meaning assigned to such term in Amendment No. 8.

“2026 Incremental Revolving Credit Lender” has the meaning assigned to such term in Amendment No. 8.

“Amendment No. 8” means Amendment No. 8 to this Agreement, dated as of May 8, 2026.

“Amendment No. 8 Arranger” has the meaning assigned to such term in the recitals to Amendment No. 8.

“Amendment No. 8 Effective Date” means May 8, 2026, the date of effectiveness of Amendment No. 8.

(c) The definition of “Loan Documents” in Section 1.01 of the Credit Agreement is hereby amended by replacing the word “and” that is immediately before “(xii)” with a comma and inserting the following at the end of the sentence: “, (xiii) Amendment No. 4, (xiv) Amendment No. 5, (xv) Amendment No. 6, (xvi) Amendment No. 7 and (xvii) Amendment No. 8”.

(d) The definition of “Revolving Credit Commitments” in Section 1.01 of the Credit Agreement is hereby amended by replacing the phrase “The aggregate principal amount of the Revolving Credit Commitments shall be \$250,000,000 on the Amendment No. 5 Effective Date, as such amount may be adjusted from time to time in accordance with the terms of this Agreement.” with “The aggregate principal amount of the Revolving Credit Commitments was \$250,000,000 on the Amendment No. 5 Effective Date. The aggregate principal amount of the Revolving Credit Commitments shall be \$276,000,000 on the Amendment No. 8 Effective Date, as such amount may be adjusted from time to time in accordance with the terms of this Agreement.”

(e) Section 9.12 of the Credit Agreement is hereby amended by (w) replacing the word “or” immediately before ““Amendment No. 7 Arranger”” with a comma, (x) inserting the following after “Amendment No. 7 Arranger” in the first sentence thereof: “or “Amendment No. 8 Arranger””, (y) replacing the word “or” immediately before “Amendment No. 7” with a comma and (z) inserting the following after “Amendment No. 7” in the first sentence thereof: “or Amendment No. 8”.

### ARTICLE III

In order to induce Lenders to enter into this Amendment and to amend the Credit Agreement in the manner provided herein, each Loan Party party hereto represents and warrants to the Administrative Agent, Collateral Agent and the Lenders that:

Section 3.1. Existence, Qualification and Power; Compliance with Laws. Each Loan Party and each of the Restricted Subsidiaries (subject, in the case of clause (c), to the Legal Reservations and Section 3.3) (a) is a Person duly organized, formed or incorporated, validly existing and in good standing (to the extent such concept is applicable in the relevant jurisdiction) under the Laws of the jurisdiction of its incorporation or organization, (b) has all requisite power and authority to (i) own or lease its assets and carry on its business and (ii) execute and deliver this Amendment and perform its obligations under this Amendment and under the Amended Credit Agreement, (c) is duly qualified and is authorized to do business and in good standing (to the extent such concept is applicable in the relevant jurisdiction) under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification and (d) has all requisite governmental licenses, authorizations, consents and approvals to operate its business as currently conducted; except in each case referred to in clause (a) (other than with respect to the Borrower), (b)(i), (b)(ii) (other than with respect to the Borrower), (c) and (d), to the extent that any failure to be so or to have such would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 3.2. Authorization; No Contravention. The execution and delivery of this Amendment and performance by each Loan Party of this Amendment and the Amended Credit Agreement, are within such Loan Party's corporate or other powers, have been duly authorized by all necessary corporate or other organizational action and do not (a) contravene the terms of any of such Person's Organization Documents or (b) violate any Law; except in each case to the extent that such violation would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 3.3. Governmental Authorization; Other Consents. No approval, consent, exemption, authorization or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with (a) the execution, delivery, performance by, or enforcement against, any Loan Party of this Amendment or any other Loan Document, or for the consummation of the Transactions, (b) the grant by any Loan Party of the Liens granted by it pursuant to the Collateral Documents or (c) the perfection or maintenance of the Liens created under the Collateral Documents, except for (w) filings and registrations necessary to perfect the Liens on the Collateral granted by the Loan Parties consisting of UCC financing statements, filings in the United States Patent and Trademark Office and/or the United States Copyright Office (if there are any patents, registered trademarks, registered copyrights, or applications for any of the foregoing) and Mortgages, (x) the approvals, consents, exemptions, authorizations, actions, notices and filings which have been duly obtained, taken, given or made and are in full force and effect, (y) those approvals, consents, exemptions, authorizations or other actions, notices or filings set out in the Collateral Documents and (z) those approvals, consents, exemptions, authorizations or other actions, notices or filings, the failure of which to obtain or make would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 3.4. Binding Effect. This Amendment has been duly executed and delivered by each Loan Party (to the extent such concept is applicable in the relevant jurisdiction and subject, in each case, to the Legal Reservations and Section 3.3). Subject to the Legal Reservations, this Amendment constitutes a legal, valid and binding obligation of each Loan Party party hereto, enforceable against each such Loan Party in accordance with its terms.

#### ARTICLE IV

##### Conditions to Effectiveness

Section 4.1. Conditions Precedent. This Amendment shall become effective on the date (the “Amendment No. 8 Effective Date”) on which the following conditions precedent are satisfied (or waived by the Administrative Agent):

(a) The Administrative Agent (or its counsel) shall have received the following, each of which shall be originals or facsimiles or “pdf” files (followed promptly by originals) unless otherwise specified, from (i) the 2026 Incremental Revolving Credit Lender, (ii) the Administrative Agent and (iii) each Loan Party, (x) a counterpart of this Amendment signed on behalf of such party or (y) written evidence satisfactory to the Administrative Agent (which may include telecopy or other electronic transmission of a signed signature page of this Amendment) that such party has signed a counterpart of this Amendment.

(b) The Administrative Agent shall have received a solvency certificate executed by the chief financial officer or similar officer, director or authorized signatory of Holdings (after giving effect to the transactions contemplated by this Amendment) substantially in the form attached as Exhibit G to the Amended Credit Agreement;

(c) The Administrative Agent shall have received (i) such customary resolutions or other action of the Borrower, Holdings and each other Loan Party as the Administrative Agent may reasonably require evidencing the authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Amendment, (ii) with respect to the Borrower, Holdings and each other Loan Party, such documents and certifications (including incumbency certificates, Organization Documents and, if applicable, good standing certificates) as the Administrative Agent may reasonably require to evidence that each of the Borrower, Holdings and each other Loan Party is duly organized or formed, and that each of the Borrower, Holdings and each other Loan Party is validly existing and in good standing and (iii) to the extent applicable in the relevant jurisdiction, bring down good standing certificates of the Borrower, Holdings and each other Loan Party dated as of a recent date.

(d) Holdings, the Borrower and each of the Subsidiary Guarantors shall have provided the documentation and other information reasonably requested in writing at least five (5) Business Days prior to the Amendment No. 8 Effective Date by the 2026 Incremental Revolving Credit Lender as they reasonably determine is required by United States regulatory authorities in connection with applicable “know your customer” and anti-money-laundering rules and regulations, including, without limitation, the PATRIOT Act and the Beneficial Ownership Regulation, in each case at least three (3) Business Days prior to the Amendment No. 8 Effective Date (or such shorter period as the Administrative Agent shall otherwise agree).

(e) (a) All costs, fees, expenses (including without limitation legal fees and expenses of Latham & Watkins LLP, the counsel to the Administrative Agent), in each case solely to the extent required to be paid pursuant to Section 10.04 of the Amended Credit Agreement and (b) all fees required to be paid on the Amendment No. 8 Effective Date pursuant to that Fee Letter, dated as of the Amendment No. 8 Effective Date, by and among the Borrower, the Co-Borrower and the Amendment No. 8 Arranger (as applicable), shall have been paid to the extent due (and, in the case of expenses, invoiced in reasonable detail at least three (3) Business Days prior to the Amendment No. 8 Effective Date).

(f) After giving effect to this Amendment, (i) the representations and warranties of the Borrower and each other Loan Party contained in Article V of the Credit Agreement, Article III hereunder and each other Loan Document are true and correct in all material respects (and in all respects if any such representation or warranty is already qualified by materiality) on and as of the Amendment No. 8 Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects (and in all respects if any such representation or warranty is already qualified by materiality) as of such earlier date, and (ii) no Default shall exist, or would result immediately after giving effect to the provisions of this Amendment. A Responsible Officer of the Borrower shall have delivered a certificate to the Administrative Agent certifying as to the matters set forth in clauses (i) and (ii).

(g) The Administrative Agent shall have received an opinion of Barnes & Thornburg LLP, special New York counsel to the Loan Parties, in form and substance reasonably satisfactory to the Administrative Agent and the Amendment No. 8 Arranger.

## ARTICLE V

### Miscellaneous

#### Section 5.1. Continuing Effect; No Other Amendments or Waivers; Effect of the Amendment.

(a) Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Lenders or the Agents under the Credit Agreement, the Amended Credit Agreement or any other Loan Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement, the Amended Credit Agreement or any other provision of the Credit Agreement, the Amended Credit Agreement or any other Loan Document, all of which are hereby ratified and affirmed in all respects and shall continue in full force and effect. Except as expressly waived hereby, the provisions of the Credit Agreement and the other Loan Documents are and shall remain in full force and effect in accordance with their terms. The parties hereto acknowledge and agree that the amendment of the Credit Agreement pursuant to this Amendment and all other Loan Documents amended and/or executed and delivered in connection herewith shall not constitute a novation of the Credit Agreement and the other Loan Documents as in effect prior to the Amendment No. 8 Effective Date. This Amendment shall constitute a “Loan Document” for all purposes of the Credit Agreement and the other Loan Documents. All references to the Credit Agreement in any document, instrument, agreement, or writing shall from and after the Amendment No. 8 Effective Date be deemed to refer to the Credit Agreement as amended hereby, and, as used in the Credit Agreement, the terms “Agreement,” “herein,” “hereafter,” “hereunder,” “hereto” and words of similar import shall mean, from and after the Amendment No. 8 Effective Date, the Credit Agreement as amended hereby.

Section 5.2. 2026 Incremental Revolving Credit Lender. The 2026 Incremental Revolving Credit Lender hereby consents to this Amendment. The 2026 Incremental Revolving Credit Lender, the Administrative Agent and the Borrower acknowledge and agree that the 2026 Incremental Revolving Credit Lender (i) shall become a “Lender” under, and for all purposes, and subject to and bound by the terms, of the Amended Credit Agreement and other Loan Documents with Revolving Credit Loans (as applicable) in an amount equal \$26,000,000, (ii) appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers under the Amended Credit Agreement and the other Loan Documents as are delegated to the Administrative Agent by the terms thereof, together with such powers as are reasonably incidental thereto and (iii) shall perform all the obligations of and shall have all rights of a Lender thereunder.

Section 5.3. Counterparts. Delivery of an executed counterpart of a signature page of this Amendment by telecopy, emailed pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Amendment. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to any document to be signed in connection with this Amendment and the transactions contemplated hereby shall be deemed to include any electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. The Administrative Agent may also require that any such documents and signatures delivered by telecopy, emailed, pdf or any other electronic means be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopy, emailed pdf or any other electronic means.

Section 5.4. GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

Section 5.5. Reaffirmation. Each Loan Party hereto expressly acknowledges the terms of this Amendment and reaffirms, as of the date hereof and on the Amendment No. 8 Effective Date, that its guarantee of the Obligations under the Subsidiary Guaranty and the Holdings Guaranty and its grant of Liens on the Collateral to secure the Obligations pursuant to each Collateral Document to which it is a party, in each case, continues in full force and effect and extends to the obligations of the Loan Parties under the Loan Documents (including the Credit Agreement as amended by this Amendment) subject to any limitations set out in the Credit Agreement (as so amended) and any other Loan Document applicable to that Loan Party. Neither the execution, delivery, performance or effectiveness of this Amendment nor the modification of the Credit Agreement effected pursuant hereto: (i) impairs the validity, effectiveness or priority of the Liens granted pursuant to any Loan Document, and such Liens continue unimpaired with the same priority to secure repayment of all Obligations, whether heretofore or hereafter incurred; or (ii) requires that any new filings be made or other action be taken to perfect or to maintain the perfection of such Liens.

Section 5.5. Loan Document and Integration. This Amendment is a Loan Document, and together with the other Loan Documents, incorporates all negotiations of the parties hereto with respect to the subject matter hereof and is the final expression and agreement of the parties hereto with respect to the subject matter hereof.

Section 5.6. Headings. Section headings contained in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purposes.

Section 5.7. Waiver of Jury Trial. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING WITH RESPECT TO THIS AMENDMENT OR ANY OTHER LOAN DOCUMENT.

[Signature Pages Follow]

**ZOOMINFO MIDCO LLC, as Holdings**

By: \_\_\_  
Name:  
Title:

**ZOOMINFO LLC, as the Borrower**

By: \_\_\_  
Name:  
Title:

**ZOOMINFO TECHNOLOGIES LLC, as the Co-Borrower**

By: \_\_\_\_\_  
Name:  
Title:

**CLICKAGY LLC, as a Guarantor**

By: \_\_\_  
Name:  
Title:

**NEVERBOUNCE, LLC, as a Guarantor**

By: \_\_\_  
Name:  
Title:

**DATANYZE, LLC, as a Guarantor**

By: \_\_\_  
Name:  
Title:

**DISCOVERORG ACQUISITION (KOMIKO), LLC, as a Guarantor**

By: \_\_\_  
Name:  
Title:

**ZOOMINFO APOLLO LLC, as a Guarantor**

By: \_\_\_  
Name:  
Title:

**EVERSTRING TECHNOLOGY, LLC, as a Guarantor**

By: \_\_\_  
Name:  
Title:

**ZOOMINFO FINANCE CORP., as a Guarantor**

[ZoomInfo – Signature page to Amendment No. 8]

By: \_\_\_  
Name:  
Title:

**ZOOMINFO RUBY LLC, as a Guarantor**

By: \_\_\_  
Name:  
Title:

**COMPARABLY LLC, as a Guarantor**

By: \_\_\_  
Name:  
Title:

**ZOOMINFO RAZOR LLC, as a Guarantor**

By: \_\_\_  
Name:  
Title:

**ZOOMINFO VENTURES LLC, as a Guarantor**

By: \_\_\_  
Name:  
Title:

**MORGAN STANLEY SENIOR FUNDING, INC., as Administrative Agent**

By: \_\_

Name:

Title:

[ZoomInfo – Signature page to Amendment No. 8]

**U.S. BANK NATIONAL ASSOCIATION**, as 2026 Incremental Revolving Credit  
Lender

By: \_\_\_  
Name:  
Title:

[ZoomInfo – Signature page to Amendment No. 2]

**Commitments and Pro Rata Shares**

## Revolving Credit Commitments

<b>Lender</b>	<b>Pro Rata Share (after giving effect to 2026 Incremental Revolving Credit Commitment)</b>	<b>Revolving Credit Commitment (after giving effect to 2026 Incremental Revolving Credit Commitment)</b>
Morgan Stanley Senior Funding, Inc.	16.304347827%	\$45,000,000
JPMorgan Chase Bank, N.A.	16.304347826%	\$45,000,000
Barclays Bank PLC	16.304347826%	\$45,000,000
Bank of America, N.A.	13.405797101%	\$37,000,000
Royal Bank of Canada – New York Branch	9.420289855%	\$26,000,000
Goldman Sachs Bank USA	9.420289855%	\$26,000,000
Wells Fargo Bank, National Association	9.420289855%	\$26,000,000
U.S. Bank National Association	9.420289855%	\$26,000,000
<b>Total:</b>	<b>100%</b>	<b>\$276,000,000</b>

**2026 Incremental Revolving Credit Commitments**

<b>2026 Incremental Revolving Credit Lender</b>	<b>2026 Incremental Revolving Credit Commitment</b>
U.S. Bank National Association	\$26,000,000
<b>Total:</b>	<b>\$26,000,000</b>



## ZoomInfo Announces First Quarter 2026 Financial Results

**VANCOUVER, Wash.**, May 11, 2026 - ZoomInfo (NASDAQ: GTM), the Go-To-Market Intelligence Platform, today announced its financial results for the first quarter ended March 31, 2026.

“In a world that is increasingly driven by AI and intelligent automation, ZoomInfo data and our go-to-market context is the ultimate competitive advantage,” said Henry Schuck, ZoomInfo Founder and CEO. “We are expanding where and how customers access our differentiated data, in ways that fit seamlessly into how they operate, while at the same time structuring our business around how customers leverage that data, wherever GTM work happens.”

### First Quarter 2026 Financial Highlights:

- GAAP Revenue of \$310.2 million, an increase of 1.5% year-over-year.
- GAAP Operating income of \$57.9 million and Adjusted operating income of \$109.7 million.
- GAAP Operating income margin of 19% and Adjusted operating income margin of 35%.
- GAAP Cash flow from operations of \$114.7 million and Unlevered free cash flow of \$119.7 million.

### Recent Business and Operating Highlights:

- ZoomInfo has been named a Leader in The Forrester Wave™: Marketing and Sales Data Providers for B2B, Q1 2026. ZoomInfo received:
  - Highest current offering category score among all evaluated vendors.
  - Highest possible scores in 20 of 27 criteria.
- ZoomInfo ranked No. 1 in 142 G2 Spring 2026 Reports across sales intelligence, buyer intent data, and lead capture.
- Closed the quarter with 1,900 customers with \$100,000 or greater in annual contract value, a decrease of 21 from the prior quarter, and an increase of 32 year-over-year.<sup>1</sup>
- 75% of the Company’s ACV was Upmarket, and Upmarket ACV grew 5% year-over-year.<sup>1</sup>
- As of March 31, 2026, the Company’s net revenue retention rate was 90%.<sup>1</sup>
- Repurchased 13.1 million shares of common stock at an average price of \$6.91 per share, for an aggregate amount of \$90.5 million.

<sup>1</sup> As of, or for the three months ended, March 31, 2026, as applicable

### Q1 2026 Financial Highlights (Unaudited)

(\$ in millions, except per share amounts)

	GAAP Quarterly Results	Change YoY		Non-GAAP Quarterly Results	Change YoY
Revenue	\$310.2	1%			
Operating Income	\$57.9	15%	Adjusted Operating Income	\$109.7	9%
Operating Income Margin	19%		Adjusted Operating Income Margin	35%	
Net Income Per Share (Diluted)	\$0.10		Adjusted Net Income Per Share (Diluted)	\$0.28	
Cash Flow from Operating Activities	\$114.7	(4)%	Unlevered Free Cash Flow	\$119.7	(4)%

The Company uses a variety of operational and financial metrics, including non-GAAP financial measures, to evaluate its performance and financial condition. The accompanying financial data includes additional information regarding these metrics and a reconciliation of non-GAAP financial information for historical periods to the most directly comparable GAAP financial measure. The presentation of non-GAAP financial information should not be considered in isolation or as a substitute for, or superior to, the financial information prepared and presented in accordance with GAAP.

#### Business Outlook:

Based on information available as of May 11, 2026, ZoomInfo is providing guidance for the second quarter and full year 2026 as follows:

	Q2 2026	Prior FY 2026	FY 2026
GAAP Revenue	\$300 - \$303 million	\$1.247 - \$1.267 billion	\$1.185 - \$1.205 billion
Non-GAAP Adjusted Operating Income	\$103 - \$106 million	\$456 - \$466 million	\$437 - \$447 million
Non-GAAP Adjusted Net Income Per Share (Diluted)	\$0.26 - \$0.28	\$1.10 - \$1.12	\$1.10 - \$1.12
Non-GAAP Unlevered Free Cash Flow	<i>Not Guided</i>	\$435 - \$465 million	\$400 - \$420 million
Weighted Average Shares Outstanding	310 million	325 million	315 million

**Conference Call and Webcast Information:**

ZoomInfo will host a conference call today, May 11, 2026, to review its results at 4:30 p.m. Eastern Time, 1:30 p.m. Pacific Time. To participate in the live conference call via telephone, please register [here](#). Upon registering, a dial-in number and unique PIN will be provided to join the conference call.

The call will also be webcast live on the Company's investor relations website at <https://ir.zoominfo.com/>, where related presentation materials will be posted prior to the conference call. Following the conference call, an archived webcast of the call will be available for one year on ZoomInfo's Investor Relations website.

**Upcoming Events:**

ZoomInfo executives expect to participate in the following investor events:

- Needham Technology, Media, and Consumer conference, May 14, 2026
- J.P. Morgan Technology Conference, May 18, 2026
- Jefferies Software Conference, May 27, 2026
- Stifel Cross Sector Conference, Jun. 2, 2026
- DA Davidson, Consumer & Technology Conference Jun. 11, 2026

For more information on specific events, presentation times, and webcast details (if available), visit the "News & Events" section of the Company's investor relations website at <https://ir.zoominfo.com>. Conferences with presentations that are webcast, will be webcast live, and the replay will be available for a limited time.

**Non-GAAP Financial Measures and Other Metrics:**

To supplement our consolidated financial statements presented in accordance with GAAP, this press release contains non-GAAP financial measures, including Adjusted Operating Income, Adjusted Operating Income Margin, Adjusted Net Income, Adjusted Net Income Per Share, and Unlevered Free Cash Flow. We believe these non-GAAP measures are useful to investors in evaluating our operating performance because they eliminate certain items that affect period-over-period comparability and provide 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 at the end of this press release for each historical non-GAAP financial measure to the most directly comparable financial measure stated in accordance with GAAP. We do not provide a quantitative reconciliation of the forward-looking non-GAAP financial measures included in this press release to the most directly comparable GAAP measures due to the high variability and difficulty to predict certain items excluded from these non-GAAP financial measures; in particular, the effects of stock-based compensation expense, taxes and amounts under the exchange tax receivable agreement, deferred tax assets and deferred tax liabilities, and restructuring and transaction expenses. We expect the variability of these excluded items may have a significant, and potentially unpredictable, impact on our future GAAP financial results.

We define Adjusted Operating Income as income from operations adjusted for, as applicable, (i) amortization of acquired technology and other acquired intangibles, (ii) equity-based compensation expense, (iii) restructuring and transaction-related expenses, (iv) integration costs and acquisition-related expenses, and (v) litigation settlement. We define Adjusted Operating Income Margin as Adjusted Operating Income divided by revenue.

We define Adjusted Net Income as net income adjusted for, as applicable, (i) loss on debt modification and extinguishment, (ii) amortization of acquired technology and other acquired intangibles, (iii) equity-based compensation expense, (iv) restructuring and transaction-related expenses, (v) integration costs and acquisition-related expenses, (vi) litigation settlement, (vii) TRA liability remeasurement (benefit) expense, (viii) other (income) loss, net and (ix) tax impacts of adjustments to net income (loss). We define Adjusted Net Income Per Share as Adjusted Net Income divided by diluted weighted average shares outstanding used for Adjusted Net Income Per Share.

We define Unlevered Free Cash Flow as net cash provided by (used in) operating activities less (i) purchases of property and equipment and other assets, plus (ii) cash interest expense, (iii) cash payments related to restructuring and transaction-related expenses, (iv) cash payments related to integration costs and acquisition-related compensation, and (v) litigation settlement payments. Unlevered Free Cash Flow does not represent residual cash flow available for discretionary expenditures since, among other things, we have mandatory debt service requirements.

Net revenue retention is a metric that we calculate based on customers of ZoomInfo at the beginning of the twelve-month period, and is calculated as: (a) the total annual contract value ("ACV") for those customers at the end of the twelve-month period, divided by (b) the total ACV for those customers at the beginning of the twelve-month period.

### **Cautionary Statement Regarding Forward-Looking Information**

This press release contains “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Actual results may differ materially from those expressed or implied by these statements. You can generally identify our forward-looking statements by the words “anticipate”, “believe”, “can”, “continue”, “could”, “estimate”, “expect”, “forecast”, “goal”, “intend”, “may”, “might”, “objective”, “outlook”, “plan”, “potential”, “predict”, “projection”, “seek”, “should”, “target”, “trend”, “will”, “would” or the negative version of these words or other comparable words. Any statements in this press release regarding future revenue, earnings, margins, financial performance, expenses, estimates, cash flow, growth in free cash flow, results of changes in operational procedures, liquidity, or results of operations (including, but not limited to, the guidance provided under “Business Outlook”), and any other statements that are not historical facts are forward-looking statements. We have based our forward-looking statements on beliefs and assumptions based on information available to us at the time the statements are made. We caution you that assumptions, beliefs, expectations, intentions and projections about future events may, and often do, vary materially from actual results. Therefore, we cannot assure you that actual results will not differ materially from those expressed or implied by our forward-looking statements.

Factors that could cause actual results to differ from those expressed or implied by our forward-looking statements include, among other things: future economic, competitive, and regulatory conditions, potential future uses of cash, our revenue model, our ability to attract new customers, renew existing subscriptions, or expand existing subscriptions, the successful integration of acquired businesses, and future decisions made by us and our competitors. All of these factors are difficult or impossible to predict accurately and many of them are beyond our control. For a further list and description of these and other important risks and uncertainties that may affect our future operations, see Part I, Item 1A - Risk Factors in our most recent Annual Report on Form 10-K filed with the Securities and Exchange Commission, which we may update in Part II, Item 1A - Risk Factors in Quarterly Reports on Form 10-Q we have filed or will file hereafter. 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. Each forward-looking statement contained in this presentation speaks only as of the date of this press release, and we undertake no obligation to update or revise any forward-looking statements whether as a result of new information, future developments or otherwise, except as required by law.

### **Forrester Disclaimer**

Forrester does not endorse any company, product, brand, or service included in its research publications and does not advise any person to select the products or services of any company or brand based on the ratings included in such publications. Information is based on the best available resources. Opinions reflect judgment at the time and are subject to change. For more information, read about Forrester’s objectivity here.

**About ZoomInfo**

ZoomInfo (Nasdaq: GTM), the Go-To-Market (GTM) Intelligence Platform, enables sales, marketing, and customer success teams to execute their go-to-market strategy with confidence. Powered by the industry's most comprehensive B2B data — including more than 100 million companies, 500 million contacts, and billions of signals — ZoomInfo delivers the intelligence, automation, and integrations that modern revenue teams need to identify, engage, and convert their best buyers. For more information, visit [www.zoominfo.com](http://www.zoominfo.com).

**Website Disclosure**

ZoomInfo intends to use its website as a distribution channel of material company information. Financial and other important information regarding the Company is routinely posted on and accessible through the Company's website. Accordingly, you should monitor the investor relations portion of our website at <https://ir.zoominfo.com/> in addition to following our press releases, SEC filings, and public conference calls and webcasts. In addition, you may automatically receive email alerts and other information about ZoomInfo when you enroll your email address by visiting the "Email Alerts" section of our investor relations page at <https://ir.zoominfo.com/>.

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**Investor Contact:**

Jeremiah Sisitsky  
[ir@zoominfo.com](mailto:ir@zoominfo.com)

**Media Contact:**

Dennis Sevilla  
[pr@zoominfo.com](mailto:pr@zoominfo.com)

**ZoomInfo Technologies Inc.**  
**Condensed Consolidated Balance Sheets**  
*(in millions, except share data)*

	March 31, 2026 <i>(unaudited)</i>	December 31, 2025
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 171.2	\$ 175.9
Short-term investments	4.0	4.0
Accounts receivable, net	183.8	225.6
Prepaid expenses and other current assets	51.0	48.5
Total current assets	\$ 410.0	\$ 454.0
Restricted cash, non-current	10.0	9.8
Property and equipment, net	171.6	162.6
Operating lease right-of-use assets, net	109.5	113.3
Intangible assets, net	204.6	217.3
Goodwill	1,692.7	1,692.7
Deferred tax assets	3,647.1	3,662.3
Deferred costs and other assets, net of current portion	124.2	127.5
Total assets	\$ 6,369.7	\$ 6,439.5
<b>Liabilities and Stockholders' Equity</b>		
Current liabilities:		
Accounts payable	\$ 21.3	\$ 31.3
Accrued expenses and other current liabilities	88.8	115.1
Unearned revenue, current portion	476.1	474.6
Current portion of operating lease liabilities	6.4	6.0
Current portion of long-term debt	5.9	5.9
Total current liabilities	\$ 598.5	\$ 632.9
Unearned revenue, net of current portion	3.1	3.2
Tax receivable agreements liability	2,730.4	2,731.9
Operating lease liabilities, net of current portion	240.8	239.2
Long-term debt, net of current portion	1,317.2	1,318.1
Deferred tax liabilities	4.0	3.8
Other long-term liabilities	2.1	1.7
Total liabilities	\$ 4,896.1	\$ 4,930.8
Stockholders' Equity:		
Common stock, par value \$0.01	\$ 2.9	\$ 3.0
Additional paid-in capital	1,003.0	1,068.1
Accumulated other comprehensive income	1.8	1.0
Retained earnings	465.9	436.6
Total stockholders' equity	\$ 1,473.6	\$ 1,508.7
Total liabilities and stockholders' equity	\$ 6,369.7	\$ 6,439.5

**ZoomInfo Technologies Inc.**  
**Consolidated Statements of Operations**  
*(in millions, except per share amounts; unaudited)*

	<b>Three Months Ended March 31,</b>	
	<b>2026</b>	<b>2025</b>
Revenue	\$ 310.2	\$ 305.7
Cost of revenue:		
Cost of service <sup>(1)</sup>	43.5	37.8
Amortization of acquired technology	7.5	9.5
Gross profit	\$ 259.2	\$ 258.4
Operating expenses:		
Sales and marketing <sup>(1)</sup>	103.3	106.0
Research and development <sup>(1)</sup>	42.1	51.1
General and administrative <sup>(1)</sup>	50.8	45.8
Amortization of other acquired intangibles	5.1	5.2
Total operating expenses	\$ 201.3	\$ 208.1
Income from operations	\$ 57.9	\$ 50.3
Interest expense, net	13.5	9.8
Other loss, net	0.1	0.9
Income before income taxes	\$ 44.3	\$ 39.6
Provision for income taxes	15.0	12.8
<b>Net income</b>	<b>\$ 29.3</b>	<b>\$ 26.8</b>
Net income per share of common stock:		
Basic	\$ 0.10	\$ 0.08
Diluted	0.10	0.08

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

	<b>Three Months Ended March 31,</b>	
	<b>2026</b>	<b>2025</b>
<i>(in millions)</i>		
Cost of service	\$ 2.6	\$ 2.8
Sales and marketing	8.1	11.4
Research and development	7.1	8.6
General and administrative	7.7	6.8
Total equity-based compensation expense	\$ 25.5	\$ 29.6

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

	<b>Three Months Ended March 31,</b>	
	<b>2026</b>	<b>2025</b>
<b>Operating activities:</b>		
Net income	\$ 29.3	\$ 26.8
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	21.4	22.1
Amortization of debt discounts and issuance costs	0.6	0.6
Amortization of deferred commissions costs	24.3	21.4
Asset impairments and lease abandonment charges	4.0	—
Equity-based compensation expense	25.5	29.6
Deferred income taxes	15.1	11.2
Tax receivable agreement remeasurement	(1.4)	1.2
Provision for bad debt expense	5.9	4.3
Changes in operating assets and liabilities, net of acquisitions:		
Accounts receivable, net	35.9	37.9
Prepaid expenses and other current assets	(0.5)	(4.2)
Deferred costs and other assets, net of current portion	(17.5)	(16.1)
Accounts payable	(8.5)	(1.9)
Accrued expenses and other liabilities	(20.9)	(20.2)
Unearned revenue	1.5	6.5
Net cash provided by operating activities	<u>\$ 114.7</u>	<u>\$ 119.2</u>
<b>Investing activities:</b>		
Purchases of investments	\$ (0.5)	\$ (4.0)
Maturities of investments	0.5	—
Purchases of property and equipment and other assets	(24.1)	(14.8)
Right-of-use asset initial direct costs	(1.9)	—
Net cash used in investing activities	<u>\$ (26.0)</u>	<u>\$ (18.8)</u>
<b>Financing activities:</b>		
Repayment of debt	\$ (1.5)	\$ (1.5)
Taxes paid related to net share settlement of equity awards	(0.8)	(5.4)
Repurchase of common stock	(90.9)	(95.0)
Net cash used in financing activities	<u>\$ (93.2)</u>	<u>\$ (101.9)</u>
Net decrease in cash, cash equivalents, and restricted cash	\$ (4.5)	\$ (1.5)
Cash, cash equivalents, and restricted cash at beginning of period	185.7	149.0
Cash, cash equivalents, and restricted cash at end of period	<u>\$ 181.2</u>	<u>\$ 147.5</u>
Cash, cash equivalents, and restricted cash at end of period:		

Cash and cash equivalents	\$	171.2	\$	138.5
Restricted cash, non-current		10.0		9.0
Total cash, cash equivalents, and restricted cash	\$	<u>181.2</u>	\$	<u>147.5</u>

Supplemental disclosures of cash flow information:

Interest paid in cash	\$	20.6	\$	16.8
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Supplemental disclosures of non-cash investing activities:

Property and equipment included in accounts payable and accrued expenses and other current liabilities	\$	9.2	\$	5.2
Equity-based compensation included in capitalized software		1.4		1.1

**ZoomInfo Technologies Inc.**  
**Reconciliation of GAAP Cash Flow from Operations to Non-GAAP Unlevered Free Cash Flow**  
*(in millions; unaudited)*

	<b>Three Months Ended March 31,</b>			
	<b>2026</b>			<b>2025</b>
<b>Net cash provided by operating activities (GAAP)</b>	<b>\$ 114.7</b>	<b>\$</b>	<b>119.2</b>	<b>\$ 119.2</b>
Purchases of property and equipment and other assets	(24.1)			(14.8)
Interest paid in cash	20.6			16.8
Restructuring and transaction-related expenses paid in cash	7.1			2.1
Litigation settlement payments <sup>(1)</sup>	1.4			1.2
<b>Unlevered Free Cash Flow (Non-GAAP)</b>	<b>\$ 119.7</b>	<b>\$</b>	<b>124.5</b>	<b>\$ 124.5</b>

(1) Represents cash payments for legal fees associated with legal settlements.

**ZoomInfo Technologies Inc.**  
**Reconciliation from GAAP Income from Operations to Non-GAAP Adjusted Operating Income**  
*(in millions; unaudited)*

	<b>Three Months Ended March 31,</b>	
	<b>2026</b>	<b>2025</b>
<b>Income from operations (GAAP)</b>	<b>\$ 57.9</b>	<b>\$ 50.3</b>
Amortization of acquired technology	7.5	9.5
Amortization of other acquired intangibles	5.1	5.2
Equity-based compensation expense	25.5	29.6
Restructuring and transaction-related expenses <sup>(1)</sup>	10.0	5.4
Litigation settlement <sup>(2)</sup>	3.7	0.9
<b>Adjusted Operating Income (Non-GAAP)</b>	<b>\$ 109.7</b>	<b>\$ 100.9</b>
<b>Revenue (GAAP)</b>	<b>\$ 310.2</b>	<b>\$ 305.7</b>
<b>Operating Income Margin (GAAP)</b>	<b>19 %</b>	<b>16 %</b>
<b>Adjusted Operating Income Margin (Non-GAAP)</b>	<b>35 %</b>	<b>33 %</b>

(1) Represents costs directly associated with acquisition or disposal activities, including employee severance and termination benefits, contract termination fees and penalties, and other exit or disposal costs. For the three months ended March 31, 2026, this expense is primarily related to lease restructuring activities, including right-of-use asset and the related leasehold improvements impairment charges, and employee severance and termination benefits. For the three months ended March 31, 2025, this expense is primarily related to employee severance and termination benefits and lease restructuring activities.

(2) Represents charges associated with legal settlements and associated legal fees.

**ZoomInfo Technologies Inc.**  
**Reconciliation of GAAP Net Income to Non-GAAP Adjusted Net Income**  
*(in millions, except per share amounts; unaudited)*

	<b>Three Months Ended March 31,</b>	
	<b>2026</b>	<b>2025</b>
<b>Net income (GAAP)</b>	<b>\$ 29.3</b>	<b>\$ 26.8</b>
Amortization of acquired technology	7.5	9.5
Amortization of other acquired intangibles	5.1	5.2
Equity-based compensation expense	25.5	29.6
Restructuring and transaction-related expenses <sup>(1)</sup>	10.0	5.4
Litigation settlement <sup>(2)</sup>	3.7	0.9
TRA liability remeasurement (gain) loss	(1.4)	1.2
Tax impacts of adjustments to net income <sup>(3)</sup>	7.8	3.2
<b>Adjusted Net Income (Non-GAAP)</b>	<b>\$ 87.5</b>	<b>\$ 81.9</b>
<b>Diluted Net Income Per Share (GAAP)</b>	<b>\$ 0.10</b>	<b>\$ 0.08</b>
Amortization of acquired technology per diluted share	0.02	0.03
Amortization of other acquired intangibles per diluted share	0.02	0.01
Equity-based compensation expense per diluted share	0.08	0.08
Restructuring and transaction-related expenses per diluted share	0.03	0.02
Litigation settlement per diluted share	0.01	—
TRA liability remeasurement (gain) loss per diluted share	—	—
Tax impacts of adjustments to net income per diluted share	0.02	0.01
<b>Adjusted Net Income Per Share (Non-GAAP)</b>	<b>\$ 0.28</b>	<b>\$ 0.23</b>
Shares for Adjusted Net Income Per Share <sup>(4)</sup>	318	355

(1) Represents costs directly associated with acquisition or disposal activities, including employee severance and termination benefits, contract termination fees and penalties, and other exit or disposal costs. For the three months ended March 31, 2026, this expense is primarily related to lease restructuring activities, including right-of-use asset and the related leasehold improvements impairment charges, and employee severance and termination benefits. For the three months ended March 31, 2025, this expense is primarily related to employee severance and termination benefits and lease restructuring activities.

(2) Represents charges associated with legal settlements and associated legal fees.

(3) Represents tax expense associated with Net income (GAAP) excluded from Adjusted Net Income (Non-GAAP). The Company calculates the tax impacts of adjustments to net income by taking the total gross value of the adjustments and multiplying it by the Company's U.S. federal and state statutory tax rate. We then recalculate the tax impact of book-tax differences related to equity compensation, the tax receivable agreements, restructuring and transaction-related expenses, and items that are deemed to be unrelated to current year operating income or are one-time in nature, such as provision to return true-ups. For the three months ended March 31, 2026, the tax impacts of adjustments to net income between GAAP and Non-GAAP are presented based on the specific rate reconciliation categories established under ASU 2023-09. For the three months ended March 31, 2026, these primarily relate to recognizing \$15.9 million of tax benefit related to the amortization of costs associated with corporate structure simplification and adjusting out \$2.0 million from non-deductible stock-based compensation. For the three months ended March 31, 2025, these primarily relate to recognizing \$13.6 million of tax benefit related to the amortization of costs associated with corporate structure simplification, adjusting out \$3.0 million of tax expense from non-deductible stock-based compensation, and adjusting out \$1.2 million of tax benefit from the effects of changes in state tax law and apportionment. We believe the exclusion of these adjustments provides investors with useful information about the Company's underlying results and trends, allowing them to better understand and compare net income related to ongoing operations and the related current and deferred income tax expense.

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