

ZoomInfo Connector Agreement

By clicking “Accept” with regard to the foregoing terms and conditions and/or by registering for, accessing, or using the ZoomInfo Marketplace (defined below), the business performing such action (“Company”) agrees to the terms of this Connector Agreement (“Agreement”) with ZoomInfo Technologies, LLC (“ZoomInfo”). References herein to a “party” mean ZoomInfo or Company, as applicable. The individual accepting this Agreement on behalf of its employer represents that he/she possesses the necessary authority to bind the Company and its affiliates to the terms of this Agreement.

Background

ZoomInfo makes available the ZoomInfo Platform that, among other services, provides sales and marketing intelligence. The ZoomInfo Platform may include API access that links to and interacts with third parties’ online services in order to provide ZoomInfo customers with optional additional functionality that may be accessed within the ZoomInfo Platform. The ZoomInfo Platform includes an online marketplace (“ZoomInfo Marketplace”) that introduces and promotes optional third-party services accessible via the ZoomInfo Services. Company provides the Company Services, which consist of specified functionality and have Company branding. Company wishes to use the API to connect the Company Services with the ZoomInfo Services so that a Shared Customer, at its option, can enable its end-users to access and use the Company Services from or within the ZoomInfo Services. Company also wishes to use the ZoomInfo Marketplace to promote the Company Services. ZoomInfo is willing to grant such access to the ZoomInfo Marketplace and API, subject to the terms of this Agreement.

The parties agree as follows:

1. Definitions.

“Affiliate” means, with respect to either party, any legal entity that directly or indirectly controls, is controlled by or is under common control with such party, where “control” means (a) ownership of more than 50% of the equity of such party or entity or (b) the power to direct or cause the direction of the management and policies of such party or entity.

“API” means ZoomInfo’s application programming interface(s), including subsequent versions thereof, made available to Company under this Agreement.

“API Documentation” means documentation and specifications (including sample code) made available by ZoomInfo for use with the API. The latest version of the API documentation can be found at <https://api-docs.zoominfo.com/>.

“API Data” means the data made available by ZoomInfo to Company through the API.

“Company Customer” means an entity that has signed up for a Company Service.

“Company Data” means the data provided by Company to ZoomInfo through the API, if applicable.

“Company Services” means the online Company services that are to be integrated with the ZoomInfo Platform pursuant to this Agreement.

“Company Integration” means any software connector, code, middleware, or process developed by Company using the API to allow interoperability between the Company Services and the ZoomInfo Platform.

“Customer Data” means any electronic data and information submitted by or for Shared Customers to the Services.

“Personal Information” means any information that, alone or in combination with other information held by the party, could be used to identify a natural person.

“Process” or “Processing” means any operation or set of operations which is performed on Personal Information or on sets of Personal Information, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

“Services” means either or both Customer Services and ZoomInfo Services, as the context requires.

“Shared Customer” means an entity that (a) is both a Company Customer and a ZoomInfo Customer and (b) has connected the Company Services with the ZoomInfo Services via the API.

“ZoomInfo Customer” means an entity that has signed up for a ZoomInfo Service.

“ZoomInfo Platform” means the online platform provided by ZoomInfo that makes ZoomInfo Services available to ZoomInfo Customers and allows third parties such as Company to integrate their services to ZoomInfo Services and offer such integrated services to ZoomInfo Customers.

“ZoomInfo Services” means ZoomInfo products and/or services offered by ZoomInfo to ZoomInfo Customers via the ZoomInfo Platform or as otherwise agreed by ZoomInfo and the ZoomInfo Customer.

“ZoomInfo Site” means www.ZoomInfo.com or as otherwise indicated by ZoomInfo.

2. Integration

2.1 ZoomInfo shall provide a method for Company to submit an application for the Company Integration to be listed on the ZoomInfo Marketplace. If the Company Integration is approved for development (at ZoomInfo’s sole discretion), then ZoomInfo shall provide Company with access to the API and, at Company’s request, to a developer sandbox environment of the ZoomInfo Platform for the purpose of building and testing the Company Integration. Company may also create (manually only, and not via any automated means such as scripts) or request that ZoomInfo create up to two (2) ZoomInfo Services test accounts for Company for the sole

purposes of (a) testing the Company Integration and (b) troubleshooting integration and/or Shared Customer support issues during the Term. The ZoomInfo test and developer sandbox accounts for Company must not interact with non-test accounts or other services within the ZoomInfo Platform.

2.2 The Company Integration shall be subject to ZoomInfo's validation and approval, such approval to be at ZoomInfo's sole discretion. Company shall create a Company Services test account for ZoomInfo for use by ZoomInfo for the sole purposes of (a) validating the Company Integration and (b) troubleshooting integration and/or Shared Customer support issues during the Term. Company shall work with ZoomInfo to address any issues with the Company Integration that may arise, whether during the testing and validation of the Company Integration or thereafter.

2.3 The Company Integration must be implemented to ZoomInfo's satisfaction no later than the ninetieth (90th) day following the Effective Date. If such deadline is not met, ZoomInfo may terminate this Agreement, without liability, by written notice to Company. For the avoidance of doubt, Company shall not make the Company Integration available to or accessible by any Company Customer without ZoomInfo's prior written approval. Should ZoomInfo approve a Company Integration for publication on the ZoomInfo Marketplace, Company shall maintain such integration in accordance with ZoomInfo's approval/certification requirements for the duration of the publication period. Company's failure to do so may result in revocation of approval or decertification of the Company Integration.

2.4 In addition to the Company Integration review and approval process stated above, Company must register an application on ZoomInfo's OAuth gateway to authenticate and authorize ZoomInfo users. Company will then be able to access data from ZoomInfo on behalf of ZoomInfo Customers according to the access granted to the Company registered application, limited by the access associated with the specific ZoomInfo Customer account. All data retrieved through the Company Integration must only be used for the purpose of that ZoomInfo Customer's organization/tenant within the Company Services.

3. Marketing and Public Statements. Neither ZoomInfo nor Company shall issue any press release or make any other public statement about this Agreement or any of the specific activities contemplated herein without prior written consent of the other party, except as otherwise permitted by this Agreement and except that during the Term each of ZoomInfo and Company may, without the written consent of the other party, make public statements regarding the existence of the relationship established through this Agreement. For avoidance of doubt and subject to the foregoing restrictions, Company may not make any public statements about this Agreement, the existence of the relationship, the Company Integration, or ZoomInfo prior to the final approval and publication of the Company Integration on the ZoomInfo Marketplace by ZoomInfo.

4. Rights and Licenses.

4.1 Subject to the terms and conditions of this Agreement, ZoomInfo hereby grants Company a non-exclusive, non-transferable, non-sublicensable, worldwide right and license to (a) access and use the API in accordance with the API Documentation and solely for integrating

the Company Services to the ZoomInfo Platform and (b) use the API Data to provide Company Services to ZoomInfo Customers.

4.2 Subject to the terms and conditions of this Agreement, Company hereby grants ZoomInfo a non-exclusive, non-transferable, non-sublicensable, worldwide right and license to (a) offer the Company Services via the ZoomInfo Platform and (b) use Company Data to provide ZoomInfo Customers and potential ZoomInfo Customers with ZoomInfo services.

4.3 Subject to the terms and conditions of this Agreement, each of ZoomInfo and Company ("Licensor") hereby grants to the other ("Licensee") a limited, non-exclusive, non-transferable worldwide license to display Licensor's trademarks, service marks, trade names and logos ("Marks") submitted by Licensor to Licensee, solely for the purposes of promoting and advertising Licensor's Services and its integration with Licensee's Services in the manner contemplated by this Agreement. All goodwill resulting from Licensee's use of Licensor's Marks will inure to the benefit of Licensor. If Licensee is using or displaying any of Licensor's Marks in a manner that is or may be detrimental to Licensor, Licensor may issue reasonable instructions concerning the manner, if any, in which Licensee may continue to use such Mark. Licensee shall follow such instructions. Licensor reserves all right, title, and interest in and to its Marks. Licensee will ensure that, during the Term, its services used in connection with any of Licensor's Marks will be at least equal in quality to its services as such exist as of the effective date of this Agreement.

5. New API Versions. ZoomInfo reserves the right to release subsequent versions of the API. Company will use the most recently released version of the API. ZoomInfo will provide Company with ninety (90) days' notice of the requirement to use a new version (which notice may be provided electronically).

6. Restrictions. Company shall not use the ZoomInfo Platform, API, or API Data for anything other than integrating the Company Services to the ZoomInfo Platform in accordance with this Agreement and providing the Company Services to ZoomInfo Customers. Without limiting the foregoing, Company shall not, and shall not authorize any third party to, (a) interfere with or attempt to interfere with the functioning or performance of the ZoomInfo Services, ZoomInfo Platform or API; (b) circumvent or attempt to circumvent any ZoomInfo technical restrictions or usage limits; (c) sell, lease, share, transfer or sublicense access to the ZoomInfo Platform, API, API Data or Company's account with ZoomInfo; (d) create more than a single API account or share Company's API key or access information with a third party without ZoomInfo's prior written consent; (e) use the API or the API Data in a manner that violates any law or regulation or the rights of any person, including but not limited to intellectual property rights, data protection and privacy rights, publicity rights or moral rights; (f) use the ZoomInfo Platform, API, or API Data in connection with a product or service that competes with any ZoomInfo Services; (g) reverse engineer, decompile or otherwise duplicate or derive or attempt to derive the source code of the API, the ZoomInfo Services or the ZoomInfo Platform; (h) use the ZoomInfo Platform, API or API Data (whether individual or aggregated data) to conduct any type of analysis on any aspect of the ZoomInfo Customers, the ZoomInfo Platform or the ZoomInfo Services; or (i) create or make available any functionality within the Company Services for the purpose of gaining access to additional data contained with the ZoomInfo Platform. If data enrichment is a feature of the Company Integration, then Company is required to publish in-

application attribution to identify ZoomInfo as a data source of such enrichment capability that is visible to all users of the Company Services. Company is required to maintain ZoomInfo data attribution within the Company Services for all data sourced from ZoomInfo at all times (i.e. via a "ZI ID"). Company shall not remove, delete, enable deletion, or perform any act or omission that would support or enable removal or deletion of the ZoomInfo ID. The foregoing requirements are an essential element of this Agreement. Any breach of this obligation shall be deemed a material breach of this Agreement. For each Company Customer that is not a ZoomInfo Customer, Company shall publish a link to the ZoomInfo sales landing page on its integrations page to encourage Company Customer to evaluate a direct relationship with ZoomInfo.

7. Each party retains the right in its sole discretion to do business with or refuse to do business with any customer referred by the other party under this Agreement. Company shall not charge additional fees to Company Customers for use of the ZoomInfo Marketplace, ZoomInfo Services, or the Company Integration.

8. Maintenance and Support.

8.1 Each of ZoomInfo and Company shall (a) provide commercially reasonable maintenance and support to the other with regard to its respective Services and (b) use commercially reasonable efforts to promptly correct material errors and malfunctions in its respective Services reported by the other. Each party will make available to the other its online support forum, as is available during the Term from time to time.

8.2 Each of ZoomInfo and Company agrees to provide maintenance and support for its respective Services to Shared Customers, as outlined below, and shall be solely responsible for all Shared Customer queries with regard to its respective Services.

8.2.1 Support Company Support Obligations. Company shall be responsible for providing all customer and technical support for the Company Services and the Company Integration, in accordance with the following:

- Company will provide telephone, web-based and/or email support to Shared Customers with respect to the Company Services and the Company Integration during normal business hours in accordance with Company's standard support policy.
- When a Shared Customer contacts Company with support queries regarding the ZoomInfo Services, Company shall promptly notify the ZoomInfo support contact.
- When ZoomInfo notifies Company of a Shared Customer support query regarding the Company Services, Company shall cooperate to promptly take over the issue from ZoomInfo.
- Company shall respond to all Shared Customers' support queries regarding the Company Services and the Company Integration (including Shared Customer support queries notified by ZoomInfo to Company's Support Contact) within one (1) business day.
- Company will prepare and publish on Company's website a support article describing the integration of the Company Services with the ZoomInfo Services.

Company shall provide such documentation to ZoomInfo. ZoomInfo may use such documentation for its internal reference.

- Company will train its relevant staff on how to support the Company Integration and will provide educational training about the ZoomInfo Services to its relevant product and sales staff.

8.2.2 ZoomInfo Support Obligations. ZoomInfo shall be responsible for providing all customer and technical support for the ZoomInfo Services, in accordance with the following:

- ZoomInfo will provide telephone, web-based and/or email support to Shared Customers for the ZoomInfo Services during normal business hours in accordance with ZoomInfo's standard support policy.
- When a Shared Customer contacts ZoomInfo with support queries regarding the Company Services, ZoomInfo shall promptly notify the Company support contact.
- When Company notifies ZoomInfo of a Shared Customer support query regarding the ZoomInfo Services, ZoomInfo shall cooperate to promptly take over the issue from Company.
- ZoomInfo shall endeavor to acknowledge all Shared Customers' support queries regarding the ZoomInfo Services (including support queries notified by Company to ZoomInfo's Support Contact) within one (1) business day.
- ZoomInfo will prepare and publish on ZoomInfo's website a support article describing how to access and use the ZoomInfo Marketplace. ZoomInfo shall provide such documentation to Company. Company may use such documentation for its internal reference.
- ZoomInfo will provide educational training about the Company Services to its relevant product and sales staff.

9. Data Privacy.

9.1 Each of ZoomInfo and Company shall: (a) comply with all applicable international, federal, and state data protection and privacy laws and regulations ("Applicable Law") when Processing Personal Information in connection with the performance of this Agreement and (b) implement and maintain commercially reasonable administrative, technical, and physical safeguards designed to protect Personal Information received from the other party against accidental or unauthorized access, loss, use, alteration, or disclosure.

9.2 The Company acknowledges and agrees that ZoomInfo will operate in accordance with its published Privacy Policy (available at ZoomInfo.com/privacy-policy/ or as ZoomInfo may otherwise indicate), which is incorporated herein by reference.

10. Ownership. Aside from the rights explicitly granted in this Agreement, (a) ZoomInfo has no right, title or interest in the Company Services or the intellectual property rights thereto, and (b) Company has no right, title or interest in the ZoomInfo Services or the intellectual property rights thereto. The parties do not intend to jointly develop any products, services, or technology under or as a result of this Agreement. As between the parties, (i) ZoomInfo owns all right, title and interest in the ZoomInfo Platform, the ZoomInfo Services, the ZoomInfo Site, and the API and (ii) Company owns all right, title and interest in the Company Services and the Company Integration. Each party expressly reserves all rights not granted hereunder.

11. Confidentiality.

11.1 Proprietary Information. Each party ("Receiving Party") understands that the other party ("Disclosing Party") has disclosed or may disclose or provide access to Proprietary Information hereunder. "Proprietary Information" means business, technical, financial, or other confidential or proprietary information, in any form, relating to Disclosing Party's or its Affiliates' business which is either (a) marked or identified as confidential at the time of disclosure or (b) of a nature or disclosed under circumstances which would reasonably be understood to be confidential if Disclosing Party generally treats such information as confidential. Proprietary Information of ZoomInfo includes: (i) non-public information regarding features, functionality and performance of the ZoomInfo Services; (ii) any information related to ZoomInfo's business, including but not limited to business plans, marketing plans, advertising plans and schedules, customers' names, potential customer names, actual or anticipated business transactions between ZoomInfo and third parties, current volume of sales and sales projections; (iii) all website material, software and related documentation created by or for ZoomInfo; (v) ZoomInfo's product designs, product prototypes, new product concepts and product ideas; and (vi) information that Company knows or has reason to know or believe is proprietary to ZoomInfo and not publicly available, whether or not it is labeled as confidential by it. Proprietary Information of Company includes non-public information regarding features, functionality, and performance of the Company Services. The terms and conditions of this Agreement are Proprietary Information of each party.

11.2 Use and Disclosure of Proprietary Information. Receiving Party shall not (a) use any of Disclosing Party's Proprietary Information in any way, for its own account or the account of any third party, except for the exercise of its rights and performance of its obligations under this Agreement, or (b) disclose any such Proprietary Information other than to (i) its Affiliates, employees and consultants who are required to have access to the Proprietary Information in connection with the exercise of Receiving Party's rights or performance of its obligations under this Agreement and (ii) professional advisers (e.g., lawyers and accountants); provided, however, that any and all such employees, consultants, and advisers are bound by agreements or, in the case of professional advisers, ethical duties, to treat, hold and maintain such Proprietary Information in a manner that is consistent with the terms and conditions of this Section 11. Receiving Party shall not allow any unauthorized person access to Disclosing Party's Proprietary Information and shall take all action reasonably necessary to protect the confidentiality of such Proprietary Information, including implementing and enforcing procedures to minimize the possibility of unauthorized use or copying of such Proprietary Information.

11.3 Exceptions. Section 11.2 shall not apply with respect to any information that (a) is or becomes generally available to the public other than by breach of this Agreement, (b) Receiving Party can document was in the possession of or known by Receiving Party or its Affiliates prior to receipt from Disclosing Party, (c) Receiving Party can document was rightfully disclosed to Receiving Party or its Affiliates without restriction by a third party or (d) Receiving Party can document was independently developed by Receiving Party or its Affiliates without use of any Proprietary Information of Disclosing Party. Receiving Party may disclose Proprietary Information to the extent required to comply with applicable law or judicial or governmental order or process, provided that Receiving Party, to the extent legally permitted, promptly notifies Disclosing Party in writing in advance of such required disclosure and reasonably cooperates

with Disclosing Party, at Disclosing Party's expense, in its efforts to limit such disclosure or obtain a protective order or other confidential treatment.

11.4 Return of Proprietary Information. Upon any expiration or termination of this Agreement, Receiving Party shall, and shall cause its Affiliates to, promptly (a) return or destroy, at Disclosing Party's option and written request, all Proprietary Information of Disclosing Party and all copies thereof and (b) destroy all electronic or otherwise non-returnable embodiments of such Proprietary Information; provided, that one copy may be retained for archival purposes. Receiving Party acknowledges that a breach of any of the terms of this Section 12 would cause irreparable harm to Disclosing Party for which Disclosing Party could not be adequately compensated by money damages. Accordingly, Receiving Party agrees that, in addition to all other remedies available to Disclosing Party in an action at law, in the event of any breach or threatened breach by Receiving Party of the terms of this Section 11, Disclosing Party shall, without the necessity of proving actual damages or posting any bond or other security, be entitled to seek temporary and permanent injunctive relief to enforce the provisions of this Agreement relating to protection of its Proprietary Information and intellectual property rights.

11.5 Security Obligations. Company agrees to submit to an annual security review and/or audit by ZoomInfo to ensure compliance with the terms of this Agreement. Company shall comply with all security requirements as outlined in ZoomInfo's Privacy and Security appendix (to be provided upon request).

11.6 Integration Security Review. ZoomInfo may conduct periodic security evaluations of the Company Integration ("Security Reviews"), which may include a qualitative assessment involving review of a questionnaire completed by Company, an interview with appropriate Company personnel, and/or security testing. ZoomInfo conducts such Security Reviews for its own benefit and Company may not rely on, publicly disclose, or promote Company Integration's successful passage of such Security Review. Company shall not distribute Company Integration unless such integration has successfully passed the Security Review. There may be fees associated with such review. If the Company Integration, in whole or in part, runs outside ZoomInfo's systems, security testing may include remote application-level security testing of the Company Integration, and network-level security testing including a vulnerability threat assessment. ZoomInfo may conduct such testing itself or through a third party. ZoomInfo will provide reasonable notice to Company before starting such testing. ZoomInfo will cooperate reasonably with Company to mitigate the effects of such testing on Company's business and operations. Company agrees to cooperate reasonably with such testing. Despite the foregoing, such testing may in rare cases cause downtime or other adverse effects on the Company Integration or Company's systems. Company agrees that ZoomInfo and its agents or contractors conducting the testing will bear no responsibility or liability arising from such testing. Any Company Confidential Information to which ZoomInfo obtains access in the course of a Security Review will be subject to the confidentiality obligations stated herein.

11.7 Privacy and Security of Customer Data Accessed by Company Integration. Company will maintain appropriate administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of Customer Data accessed or processed by the Company Integration. To the extent the Company Integration transmits or processes Customer Data outside ZoomInfo's systems, Company represents and warrants that it will notify all Shared

Customers prior to their use of the Company Integration that their Customer Data will be transmitted or processed outside ZoomInfo's system and to that extent ZoomInfo is not responsible for the privacy, security, or integrity of that Customer Data. Company shall not (a) modify Customer Data, except to provide the Company Integration or when expressly permitted in writing by the Shared Customer, (b) disclose Customer Data except as compelled by law or as expressly permitted in writing by the Shared Customer, or (c) access or use Customer Data except to provide the Company Integration and prevent or address service or technical problems, or at the Shared Customer's request in connection with customer support matters. In addition, Company shall comply with all applicable laws in providing the Company Integration to Shared Customers. Company agrees to maintain the confidentiality of Customer Data indefinitely following the expiration or termination of this Agreement.

12. Term and Termination.

12.1 Term. The initial term of this Agreement shall begin on the Effective Date and end on the first anniversary of the Effective Date (the "Initial Term"). Thereafter, the term of this Agreement shall automatically renew for successive terms of one (1) year at a time (each, a "Renewal Term"), provided that either party may allow this Agreement to terminate as of the end of the Initial Term or any Renewal Term by delivery of written notice of non-renewal to the other party given not later than thirty (30) days prior to the end of the applicable Term. The Initial Term and any Renewal Terms together constitute the "Term."

12.2 Termination. Either party may terminate this Agreement by written notice to the other party (a) if the other party has not cured a material breach within thirty (30) days of receiving a written breach notice from the other party; (b) for convenience after the first six (6) months of the Initial Term on sixty (60) days' written notice to the other party; or (c) if all or substantially all of the stock, business or assets of a party or control (as defined in the definition of Affiliate) of a party ("acquired party") is acquired by a competitor of the other party, then the other party may terminate this Agreement for convenience at any time upon ten (10) days' written notice to the acquired party delivered at any time within sixty (60) days of the consummation of such transaction.

12.3 Suspension. If either ZoomInfo reasonably believes that Company Services (a) violate the intellectual property rights or any other rights of any third party, (b) violate any applicable law or are subject to an injunction, (c) may create liability for ZoomInfo or ZoomInfo Customers, (d) include or propagate a virus or malware or (e) violate the terms of this Agreement, then ZoomInfo may, upon written notice to Company (which includes a description setting forth the reasons for suspension) circumstances permitting, suspend the Company Services from the ZoomInfo Marketplace and Platform and/or suspend Company's access to the API, provided, that upon correction of such issue, ZoomInfo shall end the suspension if it is reasonably satisfied that the issue will not recur; provided further that if the issue is not corrected within ten (10) days, then ZoomInfo may, in addition to any other available rights or remedies, terminate this Agreement immediately upon written notice to Company. ZoomInfo reserves the right, but does not have any obligation, to monitor the Company Services.

12.4 Wind-down. In the event of a mutually agreed wind-down due to termination, the parties shall cooperate to provide Shared Customers with 90 days' notice (the "Wind-down Period")

prior to terminating the technical integration between a Shared Customer's accounts with ZoomInfo and Company and shall cooperate in good faith to ensure a smooth transition and wind-down for customers. The applicable provisions of this Agreement shall survive for the Wind-down Period.

12.5 Effect of Termination. Subject to Section 12.4, immediately upon termination of this Agreement, (a) Company shall permanently delete or destroy all API Data, except for any such data that, as in Company's possession, constitutes data of a Shared Customer in its capacity as a Company Customer, the deletion and destruction of which shall be governed by the applicable customer agreement between Company and such Company Customer and applicable law, and (b) ZoomInfo shall permanently delete or destroy all Company Data, except in each case for any such data that, as in ZoomInfo's possession, constitutes data of a Shared Customer in its capacity as a ZoomInfo Customer Data, the deletion and destruction of which shall be governed by the applicable customer agreement between ZoomInfo and such ZoomInfo Customer and applicable law.

13. Representations and Warranties. Each party represents and warrants to the other party that: (a) it is an entity organized and existing under the laws of its jurisdiction of organization with full power and authority to enter into and perform this Agreement; (b) this Agreement has been duly authorized by all necessary corporate action and constitutes the binding obligation of such party enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy laws or other laws affecting the rights of creditors generally; and (c) the person(s) executing this Agreement on its behalf has actual authority to bind it to this Agreement.

Company represents and warrants (a) the Company Integration will perform materially in accordance with the relevant documentation as amended from time to time by Company and as provided to Company Customers; (b) it will not materially decrease the overall features and functionalities of any Company Integration during the Term; (c) it has the legal power to enter into and perform its obligations under this Agreement; and (d) it will not make any representations or warranties on ZoomInfo's behalf.

Company shall comply with all applicable laws and regulations in its marketing activities hereunder and shall not engage in any deceptive, misleading, illegal, or unethical marketing activities, or activities that otherwise may be detrimental to ZoomInfo and shall perform its obligations hereunder in a manner that in ZoomInfo's judgment reflects well upon ZoomInfo and its brands.

14. Indemnity.

14.1 Company shall, at its sole expense, defend ZoomInfo and its directors, officers, employees and agents from any third party claims, actions, suits or proceedings, and shall pay any resulting damages awarded to such claimant or any settlement agreed to in writing by Company and any related costs and expenses reasonably incurred by ZoomInfo (including reasonable attorneys' fees), to the extent arising out of or relating to (a) the Company Data in Company's possession or as provided to ZoomInfo via the API, (b) the Company Services, (c) any unauthorized use of the API or API access credentials or (d) any unauthorized use of API Data by Company or its personnel or subcontractors.

14.2 ZoomInfo will defend Company against any claim, demand, suit or proceeding made or brought against Company by a third party alleging that the ZoomInfo Services infringes or misappropriates such third party's intellectual property rights (a "Claim Against Company"), and will indemnify Company from any damages, attorney fees and costs finally awarded against Company as a result of, or for any amounts paid by Company under a settlement approved by ZoomInfo in writing of, a Claim Against Company, provided Company (a) promptly gives ZoomInfo written notice of the Claim Against Company, (b) gives ZoomInfo sole control of the defense and settlement of the Claim Against Company (except that ZoomInfo may not settle any Claim Against Company unless it unconditionally releases Company of all liability), and (c) gives ZoomInfo all reasonable assistance, at ZoomInfo's expense

14.3 The indemnified party shall promptly give the indemnifying party written notice of any claim, allow the indemnifying party to control the defense and settlement of the claim, and reasonably cooperate with the indemnifying party at the cost of the indemnifying party. The indemnified party may, at its expense, participate in the defense and settlement of the claim to the extent that such participation does not unreasonably interfere with the indemnifying party's ability to perform its obligations under this Section 14. Any settlement shall not include an admission of liability on behalf of or impose any liability or financial obligation on the indemnified party.

15. LIMITATION OF LIABILITY.

15.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND SUBJECT TO SECTION 15.3, IN NO EVENT SHALL EITHER PARTY OR ITS RESPECTIVE AFFILIATES AND LICENSORS BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES (OR ANY PERSON OR ENTITY CLAIMING UNDER OR THROUGH ANY OF THEM) FOR: (A) ANY DAMAGES FALLING WITHIN ANY OF THE FOLLOWING CATEGORIES: (I) LOST PROFITS; (II) LOST BUSINESS, REVENUES OR SAVINGS; (III) BUSINESS INTERRUPTION; (IV) LOSS OF GOODWILL; (V) LOSS OF ANTICIPATED SAVINGS; OR (VI) LOSS, CORRUPTION OR MODIFICATION OF DATA OR OTHER INFORMATION; OR (B) ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER; IN EACH CASE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

15.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND SUBJECT TO SECTION 15.3, THE MAXIMUM LIABILITY OF A PARTY AND ITS AFFILIATES UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT OF TWENTY-FIVE THOUSAND US DOLLARS (\$25,000).

15.3 Nothing in this Agreement shall limit or exclude either party's liability to the other party for claims related to (a) Company's indemnity obligations under Section 14 (Indemnity); (b) breach of Section 11 (Confidentiality); (c) gross negligence or intentional misconduct; (d) fraud or

fraudulent misrepresentation or (e) any other liability to the extent that it cannot be limited or excluded by applicable law.

16. DISCLAIMER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE COMPANY SERVICES AND THE ZOOMINFO SERVICES, ZOOMINFO PLATFORM, ZOOMINFO MARKETPLACE AND API ARE PROVIDED “AS IS” AND “AS AVAILABLE” AND EACH PARTY (ON BEHALF OF ITSELF AND ITS AFFILIATES) EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND UNDER THIS AGREEMENT, WHETHER WRITTEN OR ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OWNERSHIP AND NON-INFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. NEITHER PARTY MAKES ANY REPRESENTATION THAT THE OTHER PARTY WILL RECEIVE ANY PARTICULAR RESULTS FROM MAKING THE COMPANY SERVICES AVAILABLE ON THE ZOOMINFO PLATFORM OR FROM THIS AGREEMENT.

17. General.

17.1 Governing Law; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The parties agree that any claims or litigation (whether contractual or non-contractual) arising out of or related to this Agreement (including its subject matter or formation) shall be brought in the federal courts located in the State of Washington and the parties irrevocably consent to the exclusive jurisdiction of such courts. To the maximum extent permitted by applicable law, each party hereby irrevocably waives its right to a trial by jury. Application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. If the Uniform Computer Information Transactions Act (UCITA) or any similar federal or state law or regulation is enacted, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted.

17.2 Non-Exclusive. This Agreement is non-exclusive. Further, each of ZoomInfo and Company acknowledges that the other may currently or in the future have or be developing one or more products and services that are or may be competitive with those of such party. Each of ZoomInfo and Company understands and agrees that the other may become familiar with the ideas, concepts, know-how and techniques in its products and services which are the subject of this Agreement. Nothing in this Agreement shall be construed as prohibiting or restricting either ZoomInfo or Company from independently developing, acquiring, or selling any products, programs, technology, materials, or services which are similar to and/or competitive with those that are the subject of this Agreement provided that in so doing, it does not breach the terms of this Agreement.

17.3 Assignment; Binding Effect. Neither party may assign or transfer this Agreement in whole or in part, by operation of law or otherwise, without the prior written consent of the other party, except that (without limiting Section 12.2(c)) either party (“Assigning Party”) may assign or transfer this Agreement as a whole, without the written consent of other party (“Non-Assigning Party”), to an Affiliate or in connection with a merger or reorganization or the sale of all or

substantially all of its stock, business or assets, provided in each case that the assignee expressly assumes all of the terms and conditions of this Agreement and the Assigning Party provides prior written notice of such assignment or transfer to the Non-Assigning Party. Subject to the foregoing, this Agreement shall be binding on the parties and their successors and assigns.

17.4 Notices. All notices under this Agreement shall be in writing. Copies of all notices to ZoomInfo shall be sent to legal@zoominfo.com.

17.5 Compliance with Anti-corruption Laws. In connection with this Agreement, Company, and all employees, officers, and directors, and any other third parties working for Company or performing activities on Company's behalf, (1) have complied with and shall comply with all applicable laws and regulations, including without limitation the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and other applicable anti-corruption laws and regulations (collectively, the "Anti-Corruption Laws"); and (2) shall keep accurate books, accounts, and records. It is the intent of the parties that no payments or transfers of anything of value shall be made in connection with this Agreement that have the purpose or effect of public, commercial or other bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any improper advantage.

17.6 Construction. The headings and captions in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. This Agreement has been negotiated by each of the parties hereto and each of their respective counsel. This Agreement shall be fairly interpreted in accordance with its terms and without any strict construction in favor of or against either party. This English language version of this Agreement shall be the official version of this Agreement, even if this Agreement is translated into any other language. All notices, communications and discussions pertaining to this Agreement, whether oral or written, shall be conducted in the English language, including any enforcement proceedings.

17.7 Complete Agreement; Amendment; Waiver. This Agreement, including the exhibits hereto, which are hereby incorporated into this Agreement by this reference, constitutes the entire agreement between the parties with respect to the subject matter hereof. It supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Each party acknowledges that it in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance, or warranty (whether negligently or innocently made) by any person or entity (whether or not a party) that is not expressly set out herein. Any terms appearing on any purchase order, acknowledgment or confirmation that are different from or in addition to the terms of this Agreement shall not be binding on the parties, even if signed and returned. This Agreement may be amended, or any of its provisions waived, only by written agreement signed by both parties. Any failure or delay by a party to enforce or exercise any right or remedy shall not be deemed a waiver of such or any other right or remedy. Any waiver of any breach shall not be deemed to be a waiver of any other or subsequent breach.

17.8 Severability. The terms and conditions of this Agreement are severable. If any term or condition of this Agreement is deemed to be illegal or unenforceable under any rule of law, all

other terms shall remain in force. Further, the term or condition which is held to be illegal or unenforceable shall remain in effect as far as possible in accordance with the intention of the parties as of the Effective Date.

17.9 Relationship of the Parties. Nothing in this Agreement shall be construed to place the parties hereto in an agency, employment, franchise, joint venture, or partnership relationship. Neither ZoomInfo nor Company: (a) has any authority to conduct negotiations on behalf of the other or to make or authorize any proposals, quotations, commitments or agreements or incur any obligations or liabilities whatsoever on behalf of the other; (b) shall engage in deceptive, misleading and/or unethical practices that are or might be detrimental to the other or its products or services; or (c) shall be liable for any acts, omissions to act, proposals, quotations, commitments, agreements, representations or warranties made by the other, or for any statements made by the other about it or its Services that are inconsistent with any content supplied by it. Except as otherwise expressly provided herein, each party is solely responsible for its costs in connection this Agreement. Except as otherwise expressly provided in this Agreement, nothing contained in this Agreement shall give rise or is intended to give rise to any rights of any kind to any person or entity that is not a party to it and neither party shall represent to the contrary, either expressly, implicitly, or otherwise.

17.10 Counterparts: Facsimile and Electronic Copies. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and such counterparts will together constitute one and the same instrument. For purposes hereof, a facsimile or electronic copy (including a portable data format (PDF) copy) of this Agreement, including the signature pages hereto, shall be deemed to be an original.

Version: August 6, 2025