



## MUTUAL NON-DISCLOSURE AGREEMENT

The parties hereto agree as follows:

- 1) In connection with discussions regarding a proposed business relationship or transaction ("**Purpose**") between ZoomInfo Technologies LLC ("**ZoomInfo**") and the business identified below (the "**Company**"), ZoomInfo or the Company (each, in such capacity, the "**Discloser**") may disclose to the other party (each, in such capacity, the "**Recipient**") oral and written information, including (i) any written information designated in writing by the Discloser to be Confidential Information, (ii) any orally or visually disclosed information that is specifically stated at the time of disclosure to be Confidential Information of the Discloser, (iii) any information related to the Discloser'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 the Discloser and third parties, current volume of sales and sales projections, (iv) all web site material, software and related documentation created by or for the Discloser, (v) the Discloser's product designs, product prototypes, new product concepts and product ideas, and (vi) information that the Recipient knows or has reason to know or believe is proprietary to the Discloser and not publicly available, whether or not it is labeled as confidential by it. All such information, whether disclosed before or after the date of this Agreement, and all analyses, compilations, studies, notes, interpretations, memoranda or other documents prepared by the Recipient containing or based in whole or in part on any such information are collectively referred to herein as "**Confidential Information**."
- 2) Notwithstanding anything to the contrary contained herein, "**Confidential Information**" does not include information that (i) is already known to the Recipient at the time of its disclosure free of any obligation to keep it confidential, (ii) becomes publicly available through no wrongful act or omission of the Recipient, (iii) is lawfully disclosed to the Recipient by a third party having the right to disclose such information and without restriction on subsequent disclosure, or (iv) is independently developed by the Recipient without reference to the Confidential Information.
- 3) The Recipient shall: (i) maintain the Confidential Information in strict confidence, using the same degree of care used for their own proprietary information and no less than reasonable care, including by restricting disclosure of the Confidential Information solely to those of its employees, consultants, agents and advisors (collectively, "**Representatives**") with a need to know and not allowing it to be disclosed, through negligence or otherwise, to third parties; (ii) advise Representatives who receive the Confidential Information of their obligations hereunder and assume full responsibility for any breach by them of such obligations; (iii) use the Confidential Information only in furtherance of the Purpose; and (iv) take all steps to ensure that no unauthorized persons have access to Confidential Information and that all persons having access to Confidential Information refrain from any unauthorized disclosure.
- 4) Except to the extent reasonably necessary to further the Purpose, no copies or reproductions shall be made of any Confidential Information without the prior written consent of the Discloser. Upon the request of the Discloser, the Recipient shall promptly destroy all documents and records, including computer tapes and discs, containing Confidential Information, without in any manner retaining any copies, duplicates, extracts or other reproductions thereof, provided that neither party shall be required to remove copies of the other party's Confidential Information from any backup media or servers so long as they remain subject to the restrictions described herein. Upon the request of the Discloser, (i) all Confidential Information contained in the memory of any computer operated by the Recipient shall be deleted and (ii) a responsible employee of the Recipient shall promptly provide written confirmation to the Discloser confirming that the deletion took place.
- 5) Should third parties request the Recipient or any of its Representatives to submit Confidential Information to them pursuant to subpoena, summons, search warrant or governmental order, the Recipient shall notify



- the Discloser promptly upon receipt of such request, if permitted by law, deliver notice to the Discloser not later than three business days after receipt by the Recipient. If the Discloser objects to the release of the Confidential Information, the Recipient shall (i) permit counsel chosen by the Discloser to represent the Recipient in order to resist release of the Confidential Information and (ii) take all steps reasonably required to minimize the release of Confidential Information. The Discloser will pay the Recipient for reasonable expenses incurred by the Recipient in connection with resisting the release of Confidential Information.
- 6) The Recipient shall not, without the Discloser's prior written consent, (i) make any commercial use of the company names, trade names, service marks or trademarks of the Discloser or (ii) disclose to any third party the existence or terms of this Agreement or of the Purpose.
  - 7) All Confidential Information of the Discloser and all patent, copyright, trade secret, trademark, and other intellectual property rights associated with its Confidential Information is and will remain the exclusive property of the Discloser. By providing Confidential Information to Recipient and its Representatives, the Discloser does not grant any express or implied license or other right to use or own any of its patents, copyrights, trademarks, trade secrets, or other intellectual property, except for the limited right to use the Confidential Information in furtherance of the Purpose.
  - 8) Neither this Agreement nor any discussions between the parties shall be construed to create obligations (other than the obligations explicitly created hereunder) by either party with regard to any proposed business relationship. Such obligations shall be incurred, if at all, only pursuant to the terms of a separate written agreement.
  - 9) It is understood and agreed that both Discloser and Recipient may proceed independently of the other to develop services or products competitive with those of the other and may associate itself with competitors of the other for purposes substantially similar to those involved in the discussions giving rise to the Agreement. Nothing contained herein shall be construed as requiring any restriction on the type of activities in which employees of Recipient who had access to Confidential Information may participate, provided the Confidential Information is not used in any such activities.
  - 10) The Recipient acknowledges that, unless and to the extent explicitly set forth in a separate written agreement, (i) the Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information and (ii) the Discloser has no liability whatsoever arising out of the Recipient's use of the Confidential Information.
  - 11) The parties agree that a breach of this Agreement by either party will cause irreparable injury to the other party, and that each party shall therefore be entitled, in addition to any other rights it may have at law or in equity, to an injunction enjoining the other party from any such breach.
  - 12) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington without reference to conflict of laws principles. The Parties hereby agree that any dispute regarding the interpretation or validity of this Agreement will be subject to the jurisdiction of the Washington State courts in and for Clark County, Washington (or, if there is exclusive federal jurisdiction, the United States District Court for the Western District of Washington), and the Parties agree to submit to the jurisdiction and venue of these courts.
  - 13) Any notice or other communication required or permitted hereunder shall be given in writing to the other party at the address stated in the signature block below or at such other address as shall be given by either party to the other in writing. Such notice shall be deemed to have been given or made when received.
  - 14) This Agreement shall become effective on the date of the second signature below (the "Effective Date") and will remain in effect for one (1) year provided that either party may terminate this Agreement with or without cause upon thirty (30) days prior written notice to the other party. All sections of this Agreement relating to the rights and obligations of the parties concerning Confidential Information disclosed during the term of the Agreement shall continue for a period of three (3) years



following the termination of this Agreement, or such longer period as may be required by applicable law.

- 15) Each party agrees that it will not transmit, directly or indirectly (“Export”), the Confidential Information received from hereunder or any portion thereof to any country outside of the United States if such Export is prohibited by U.S. export laws.
- 16) All modifications, waivers and amendments to this Agreement must be made in writing and signed by all parties to be bound.
- 17) Neither party may assign any part of this Agreement without the prior written consent of the other party, except that no prior consent shall be necessary for an assignment in the context of a merger, acquisition or like event to the successor in interest to a party’s assets. An assignment made in violation of this paragraph shall be void.

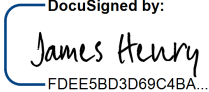
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the last date signed below.

**ZoomInfo Technologies LLC**

**Company:** \_\_\_\_\_

**805 Broadway St., Suite 900  
Vancouver, WA 98660**

**Address:**

By:  \_\_\_\_\_  
 Name: James Henry \_\_\_\_\_  
 Title: Associate General Counsel \_\_\_\_\_

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