
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

(Amendment No. 4)*

Dun & Bradstreet Holdings, Inc.

(Name of Issuer)

Common Stock, par value \$0.0001

(Title of Class of Securities)

26484T106

(CUSIP Number)

**Shari Wolkon General Counsel
Thomas H. Lee Partners, L.P., 100 Federal Street, 36th Floor
Boston, MA, 02110
(617) 227-1050**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

03/23/2025

(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. ☐

The information required on the remainder of this cover page shall not be deemed to be “filed” for the purpose of Section 18 of the Securities Exchange Act of 1934 (“Act”) or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

CUSIP No. 26484T106

Name of reporting person

1 THOMAS H. LEE ADVISORS, LLC

2 Check the appropriate box if a member of a Group (See Instructions)

	<input type="checkbox"/> (a)
	<input checked="" type="checkbox"/> (b)
3	SEC use only
	Source of funds (See Instructions)
4	OO
	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)
5	<input type="checkbox"/>
	Citizenship or place of organization
6	DELAWARE
	Sole Voting Power
7	0.00
Number of	Shared Voting Power
Shares	
Beneficially	8 22,525,103.00
Owned by	
Each	Sole Dispositive Power
Reporting	9 0.00
Person	
With:	Shared Dispositive Power
	10 22,525,103.00
	Aggregate amount beneficially owned by each reporting person
11	22,525,103.00
	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)
12	<input type="checkbox"/>
	Percent of class represented by amount in Row (11)
13	5.1 %
	Type of Reporting Person (See Instructions)
14	OO

SCHEDULE 13D

CUSIP No. 26484T106

	Name of reporting person
1	Thomas H. Lee Equity Fund VIII, L.P.
	Check the appropriate box if a member of a Group (See Instructions)
2	<input type="checkbox"/> (a)
	<input checked="" type="checkbox"/> (b)
3	SEC use only
	Source of funds (See Instructions)
4	OO
	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)
5	<input type="checkbox"/>
	Citizenship or place of organization
6	DELAWARE
Number of	7 Sole Voting Power

Shares	
Beneficially	0.00
Owned by	Shared Voting Power
Each	8
Reporting	6,142,612.00
Person	Sole Dispositive Power
With:	9
	0.00
	Shared Dispositive Power
	10
	6,142,612.00
	Aggregate amount beneficially owned by each reporting person
11	6,142,612.00
	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)
12	<input type="checkbox"/>
	Percent of class represented by amount in Row (11)
13	1.4 %
	Type of Reporting Person (See Instructions)
14	PN

SCHEDULE 13D

CUSIP No. 26484T106

	Name of reporting person
1	Thomas H. Lee Parallel Fund VIII, L.P.
	Check the appropriate box if a member of a Group (See Instructions)
2	<input type="checkbox"/> (a)
	<input checked="" type="checkbox"/> (b)
3	SEC use only
	Source of funds (See Instructions)
4	OO
	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)
5	<input type="checkbox"/>
	Citizenship or place of organization
6	DELAWARE
	Sole Voting Power
7	0.00
Number of	Shared Voting Power
Shares	8
Beneficially	11,184,899.00
Owned by	Sole Dispositive Power
Each	9
Reporting	0.00
Person	Shared Dispositive Power
With:	10
	11,184,899.00
11	Aggregate amount beneficially owned by each reporting person

	11,184,899.00
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)
	<input type="checkbox"/>
13	Percent of class represented by amount in Row (11)
	2.5 %
14	Type of Reporting Person (See Instructions)
	PN

SCHEDULE 13D

CUSIP No. 26484T106

1	Name of reporting person
	THL Executive Fund VIII, L.P.
	Check the appropriate box if a member of a Group (See Instructions)
2	<input type="checkbox"/> (a)
	<input checked="" type="checkbox"/> (b)
3	SEC use only
4	Source of funds (See Instructions)
	OO
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)
	<input type="checkbox"/>
6	Citizenship or place of organization
	DELAWARE
	Sole Voting Power
7	0.00
Number of Shares Beneficially Owned by Each Reporting Person With:	Shared Voting Power
8	468,969.00
	Sole Dispositive Power
9	0.00
	Shared Dispositive Power
10	468,969.00
	Aggregate amount beneficially owned by each reporting person
11	468,969.00
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)
	<input type="checkbox"/>
13	Percent of class represented by amount in Row (11)
	0.1 %
14	Type of Reporting Person (See Instructions)
	PN

SCHEDULE 13D

CUSIP No. 26484T106

1

Name of reporting person

THL Equity Advisors VIII, LLC

Check the appropriate box if a member of a Group (See Instructions)

2

☐ (a)

☒ (b)

3

SEC use only

Source of funds (See Instructions)

4

OO

Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

5

☐

Citizenship or place of organization

6

DELAWARE

Sole Voting Power

7

0.00

Shared Voting Power

8

22,525,103.00

Sole Dispositive Power

9

0.00

Shared Dispositive Power

10

22,525,103.00

Aggregate amount beneficially owned by each reporting person

11

22,525,103.00

Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

12

☐

Percent of class represented by amount in Row (11)

13

5.1 %

Type of Reporting Person (See Instructions)

14

OO

SCHEDULE 13D

CUSIP No. 26484T106

1

Name of reporting person

Thomas H. Lee Partners, L.P.

Check the appropriate box if a member of a Group (See Instructions)

2

☐ (a)

☒ (b)

3	SEC use only
4	Source of funds (See Instructions)
	OO
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)
	<input type="checkbox"/>
6	Citizenship or place of organization
	DELAWARE
	Sole Voting Power
7	0.00
Number of	Shared Voting Power
Shares	
Beneficially	8
Owned by	22,525,103.00
Each	Sole Dispositive Power
Reporting	9
Person	0.00
With:	Shared Dispositive Power
	10
	22,525,103.00
	Aggregate amount beneficially owned by each reporting person
11	22,525,103.00
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)
	<input type="checkbox"/>
	Percent of class represented by amount in Row (11)
13	5.1 %
	Type of Reporting Person (See Instructions)
14	PN

SCHEDULE 13D

CUSIP No. 26484T106

1	Name of reporting person
	THL Managers VIII, LLC
	Check the appropriate box if a member of a Group (See Instructions)
2	<input type="checkbox"/> (a)
	<input checked="" type="checkbox"/> (b)
3	SEC use only
4	Source of funds (See Instructions)
	OO
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)
	<input type="checkbox"/>
6	Citizenship or place of organization
	DELAWARE
Number of	Sole Voting Power
Shares	7
Beneficially	58,210.00

Owned by Each Reporting Person With:	8	Shared Voting Power
		22,525,103.00
		Sole Dispositive Power
	9	58,210.00
		Shared Dispositive Power
	10	22,525,103.00
		Aggregate amount beneficially owned by each reporting person
11		22,583,313.00
12		Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)
		<input type="checkbox"/>
		Percent of class represented by amount in Row (11)
13		5.1 %
14		Type of Reporting Person (See Instructions)
		OO

SCHEDULE 13D

CUSIP No. 26484T106

1	Name of reporting person
	THL Holdco, LLC
	Check the appropriate box if a member of a Group (See Instructions)
2	<input type="checkbox"/> (a)
	<input checked="" type="checkbox"/> (b)
3	SEC use only
4	Source of funds (See Instructions)
	OO
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)
	<input type="checkbox"/>
6	Citizenship or place of organization
	DELAWARE
	Sole Voting Power
7	0.00
	Shared Voting Power
Number of Shares Beneficially Owned by Each Reporting Person With:	8
	22,525,103.00
	Sole Dispositive Power
	9
	0.00
	Shared Dispositive Power
	10
	22,525,103.00
	Aggregate amount beneficially owned by each reporting person
11	22,525,103.00
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

	<input type="checkbox"/>	Percent of class represented by amount in Row (11)
13		5.1 %
		Type of Reporting Person (See Instructions)
14		OO

SCHEDULE 13D

CUSIP No. 26484T106

	Name of reporting person
1	THL Fund VIII Coinvestment Partners, L.P.
	Check the appropriate box if a member of a Group (See Instructions)
2	<input type="checkbox"/> (a)
	<input checked="" type="checkbox"/> (b)
3	SEC use only
	Source of funds (See Instructions)
4	OO
	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)
5	<input type="checkbox"/>
	Citizenship or place of organization
6	DELAWARE
	Sole Voting Power
7	0.00
Number of	Shared Voting Power
Shares	
Beneficially	8
Owned by	730,006.00
Each	Sole Dispositive Power
Reporting	9
Person	0.00
With:	Shared Dispositive Power
	10
	730,006.00
	Aggregate amount beneficially owned by each reporting person
11	730,006.00
	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)
12	<input type="checkbox"/>
	Percent of class represented by amount in Row (11)
13	0.2 %
	Type of Reporting Person (See Instructions)
14	PN

SCHEDULE 13D

1	Name of reporting person
	THL Equity Fund VIII Investors (D&B), L.P.
	Check the appropriate box if a member of a Group (See Instructions)
2	<input type="checkbox"/> (a)
	<input checked="" type="checkbox"/> (b)
3	SEC use only
4	Source of funds (See Instructions)
	OO
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)
	<input type="checkbox"/>
6	Citizenship or place of organization
	DELAWARE
	Sole Voting Power
7	0.00
Number of	Shared Voting Power
Shares	
Beneficially	8
Owned by	3,998,617.00
Each	Sole Dispositive Power
Reporting	9
Person	0.00
With:	Shared Dispositive Power
	10
	3,998,617.00
11	Aggregate amount beneficially owned by each reporting person
	3,998,617.00
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)
	<input type="checkbox"/>
13	Percent of class represented by amount in Row (11)
	0.9 %
14	Type of Reporting Person (See Instructions)
	PN

SCHEDULE 13D

Item 1. Security and Issuer

Title of Class of Securities:

(a)

Common Stock, par value \$0.0001

Name of Issuer:

(b)

Dun & Bradstreet Holdings, Inc.

Address of Issuer's Principal Executive Offices:

(c)

5335 Gate Parkway, Jacksonville, FLORIDA , 32256.

Item 1 This Amendment No. 4 ("Amendment No. 4") amends and supplements the statement on Schedule 13D originally
Comment: filed by the Reporting Persons on February 25, 2022 (as amended from time to time, the "Schedule 13D"). Except as specifically provided herein, this Amendment No. 4 does not modify any of the information previously reported in

the Schedule 13D. Unless otherwise indicated, each capitalized term used but not defined in this Amendment No. 4 shall have the meaning assigned to such term in the Schedule 13D.

Item 4. Purpose of Transaction

Item 4 of the Schedule 13D is supplemented as follows: The information provided in Item 6 is incorporated herein by reference.

Item 5. Interest in Securities of the Issuer

Item 5(a) of the Schedule 13D is supplemented as follows: The percentage of beneficial ownership in this Amendment No. 4 is based on 441,516,369 shares of Common Stock outstanding as of February 14, 2025, as reported in the Issuer's Annual Report on Form 10-K for the year ended December 31, 2024, filed with the Securities and Exchange Commission (the "SEC") on February 21, 2025.

Item 5(b) of the Schedule 13D is supplemented as follows: The aggregate number of shares of Common Stock beneficially owned by each Reporting Person and, for each Reporting Person, the number of shares as to which there is sole power to vote or to direct the vote, shared power to vote or to direct the vote, sole power to dispose or to direct the disposition, or shared power to dispose or to direct the disposition are set forth on rows 7 through 11 and row 13 of the cover pages of this Amendment No. 4 and are incorporated herein by reference.

Item 5(c) of the Schedule 13D is supplemented as follows: No transactions with respect to the shares of Common Stock were effected during the past sixty days by any of the Reporting Persons.

(d) Not applicable.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

Item 6 of the Schedule 13D is supplemented as follows: On March 23, 2025, the Issuer entered into an Agreement and Plan of Merger (the "Merger Agreement") with Denali Intermediate Holdings, Inc., and Denali Buyer, Inc., whereby, subject to the terms thereof, Denali Buyer, Inc. will merge with and the Issuer (the "Merger"), with the Issuer surviving the Merger as a direct wholly owned subsidiary of Denali Intermediate Holdings, Inc. Concurrently with the execution of the Merger Agreement, on March 23, 2025, each of Thomas H. Lee Equity Fund VIII, L.P., Thomas H. Lee Parallel Fund VIII, L.P., THL Executive Fund VIII, L.P., THL Fund VIII Coinvestment Partners, L.P., THL Equity Fund VIII Investors (D&B), L.P. and THL Managers VIII, L.P. (together, the "Supporting Stockholders") entered into a Voting and Support Agreement (the "Voting and Support Agreement") with the Issuer and Denali Intermediate Holdings, Inc., with respect to Shares owned of record or beneficially by each Supporting Stockholder (collectively, the "Owned Shares"). Pursuant to the Voting and support agreement, among other things, the Supporting Stockholders have agreed to vote all of their Owned Shares in favor of the Merger, the adoption of the Merger Agreement, each of the other actions contemplated by the Merger Agreement or necessary or desirable in furtherance of the Merger and the other transactions contemplated by the Merger Agreement, and against any action or agreement that could reasonably be expected to result in any of the conditions to the consummation of the Merger under the Merger Agreement not being fulfilled. In the event the Issuer's board of directors changes its recommendation that the Company's stockholders vote to adopt the Merger Agreement and approve the Merger, each Supporting Stockholder may vote its shares with respect to the above matters in any manner it chooses. In addition, each Supporting Stockholder has agreed not to take certain actions, including (i) tendering any Owned Shares into any tender or exchange offer, (ii) transferring any Owned Shares (subject to certain exceptions), (iii) granting any proxies or powers of attorney or (iv) taking any action that would make any representation or warranty of such Supporting Stockholder contained in the Voting and Support Agreement untrue or incorrect in any material respect or have the effect of preventing or disabling such Supporting Stockholder from performing its obligations under the Voting and Support Agreement in any material respect. The Voting and Support Agreement will terminate upon the earliest to occur of the Effective Time (as defined in the Merger Agreement) and the valid termination of the Merger Agreement in accordance with its terms. The foregoing description of the Voting and Support Agreement does not purport to be complete and is subject to, and is qualified in its entirety by the terms and conditions of each the Voting and Support Agreement, a copy of which is filed as an exhibit under Item 7 hereto and is incorporated by reference herein, and the foregoing description of the Voting and Support Agreement is qualified in its entirety by reference thereto.

Item 7. Material to be Filed as Exhibits.

Voting Agreement, dated March 23, 2025, by and among Dun & Bradstreet Holdings, Inc., Denali Intermediate Holdings, Inc. and Thomas H. Lee Partners.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

THOMAS H. LEE ADVISORS, LLC

Signature: THL Holdco, LLC

Name/Title: THL Holdco, LLC/ Managing Member

Date: 03/25/2025

Signature: /s/ Michael McDonnell

Name/Title: Michael McDonnell/ Chief Financial Officer,

Management Company

Date: 03/25/2025

Thomas H. Lee Equity Fund VIII, L.P.

Signature: THL Equity Advisors VIII, LLC

Name/Title: THL Equity Advisors VIII, LLC/General Partner

Date: 03/25/2025

Signature: Thomas H. Lee Partners, L.P.

Name/Title: Thomas H. Lee Partners, L.P./Sole Partner

Date: 03/25/2025

Signature: Thomas H. Lee Advisors, LLC

Name/Title: Thomas H. Lee Advisors, LLC/Managing Member

Date: 03/25/2025

Signature: THL Holdco, LLC

Name/Title: THL Holdco, LLC/ Managing Member

Date: 03/25/2025

Signature: /s/ Michael McDonnell

Name/Title: Michael McDonnell/ Chief Financial Officer,
Management Company

Date: 03/25/2025

Thomas H. Lee Parallel Fund VIII, L.P.

Signature: THL Equity Advisors VIII, LLC

Name/Title: THL Equity Advisors VIII, LLC/ General Partner

Date: 03/25/2025

Signature: Thomas H. Lee Partners, L.P.

Name/Title: Thomas H. Lee Partners, L.P./Sole Member

Date: 03/25/2025

Signature: Thomas H. Lee Advisors, LLC

Name/Title: Thomas H. Lee Advisors, LLC/General Partner

Date: 03/25/2025

Signature: THL Holdco, LLC

Name/Title: THL Holdco, LLC/Managing Member

Date: 03/25/2025

Signature: /s Michael McDonnell

Name/Title: Michael McDonnell/ Chief Financial Officer,
Management Company

Date: 03/25/2025

THL Executive Fund VIII, L.P.

Signature: THL Equity Advisors VIII, LLC

Name/Title: THL Equity Advisors VIII, LLC/General Partner

Date: 03/25/2025

Signature: Thomas H. Lee Partners, L.P.

Name/Title: Thomas H. Lee Partners, L.P./Sole Member

Date: 03/25/2025

Signature: Thomas H. Lee Advisors, LLC

Name/Title: Thomas H. Lee Advisors, LLC/General Partner

Date: 03/25/2025

Signature: THL Holdco, LLC

Name/Title: THL Holdco, LLC/ Managing Member

Date: 03/25/2025

Signature: /s/ Michael McDonnell
Name/Title: Michael McDonnell/ Chief Financial Officer,
Management Company
Date: 03/25/2025

THL Equity Advisors VIII, LLC

Signature: Thomas H. Lee Partners, L.P.
Name/Title: Thomas H. Lee Partners, L.P./Sole Member
Date: 03/25/2025

Signature: Thomas H. Lee Advisors, LLC
Name/Title: Thomas H. Lee Advisors, LLC/ General Partner
Date: 03/25/2025

Signature: THL Holdco, LLC
Name/Title: THL Holdco, LLC/ Managing Member
Date: 03/25/2025

Signature: /s/ Michael McDonnell
Name/Title: Michael McDonnell/ Chief Financial Officer,
Management Company
Date: 03/25/2025

Thomas H. Lee Partners, L.P.

Signature: Thomas H. Lee Advisors, LLC
Name/Title: Thomas H. Lee Advisors, LLC/General Partner
Date: 03/25/2025

Signature: THL Holdco, LLC
Name/Title: THL Holdco, LLC/ Managing Member
Date: 03/25/2025

Signature: /s/ Michael McDonnell
Name/Title: Michael McDonnell/ Chief Financial Officer,
Management Company
Date: 03/25/2025

THL Managers VIII, LLC

Signature: Thomas H. Lee Partners, L.P.
Name/Title: Thomas H. Lee Partners, L.P./ Sole Member
Date: 03/25/2025

Signature: Thomas H. Lee Advisors, LLC
Name/Title: Thomas H. Lee Advisors, LLC/ General Partner
Date: 03/25/2025

Signature: THL Holdco, LLC
Name/Title: THL Holdco, LLC/ Managing Member
Date: 03/25/2025

Signature: /s/ Michael McDonnell
Name/Title: Michael McDonnell/ Chief Financial Officer,
Management Company
Date: 03/25/2025

THL Holdco, LLC

Signature: /s/ Michael McDonnell
Name/Title: Michael McDonnell/ Chief Financial Officer,
Management Company
Date: 03/25/2025

THL Fund VIII Coinvestment Partners, L.P.

Signature: Thomas H. Lee Partners, L.P.

Name/Title: Thomas H. Lee Partners, L.P./General Partner

Date: 03/25/2025

Signature: Thomas H. Lee Advisors, LLC

Name/Title: Thomas H. Lee Advisors, LLC/General Partner

Date: 03/25/2025

Signature: THL Holdco, LLC

Name/Title: THL Holdco, LLC/Managing Member

Date: 03/25/2025

Signature: /s/ Michael McDonnell

Name/Title: Michael McDonnell/ Chief Financial Officer,
Management Company

Date: 03/25/2025

THL Equity Fund VIII Investors (D&B), L.P.

Signature: THL Equity Advisors VIII

Name/Title: THL Equity Advisors VIII/ General Partner

Date: 03/25/2025

Signature: Thomas H. Lee Partners, L.P.

Name/Title: Thomas H. Lee Partners, L.P./ Sole Member

Date: 03/25/2025

Signature: Thomas H. Lee Advisors, LLC

Name/Title: Thomas H. Lee Advisors, LLC/ General Partner

Date: 03/25/2025

Signature: THL Holdco, LLC

Name/Title: THL Holdco, LLC/ Managing Member

Date: 03/25/2025

Signature: /s/ Michael McDonnell

Name/Title: Michael McDonnell/ Chief Financial Officer,
Management Company

Date: 03/25/2025

VOTING AND SUPPORT AGREEMENT

This Voting and Support Agreement (this “Agreement”), dated as of March 23, 2025, is entered into by and between Dun & Bradstreet Holdings, Inc., a Delaware corporation (the “Company”), each of the entities listed on Exhibit A attached hereto (each, a “Stockholder”, and collectively, the “Stockholders”), and Denali Intermediate Holdings, Inc., a Delaware corporation (“Parent”). Capitalized terms used but not defined herein shall have the meanings given to them in the Merger Agreement (as defined below).

RECITALS

WHEREAS, concurrently with the execution and delivery of this Agreement, (i) the Company, (ii) Parent and (iii) Denali Buyer, Inc., a Delaware corporation and a direct wholly owned Subsidiary of Parent (“Merger Sub”), have entered into an Agreement and Plan of Merger (as it may be amended from time to time, the “Merger Agreement”), which provides, among other things, for the merger of Merger Sub with and into the Company (the “Merger”), with the Company surviving the Merger as a wholly owned subsidiary of Parent;

WHEREAS, as of the date hereof, each Stockholder is the record and/or “beneficial owner” (within the meaning of Rule 13d-3 under the Exchange Act) of the number of shares of common stock, par value \$0.0001 per share, of the Company (the “Common Stock”) set forth beside its name on Exhibit A, being all of the shares of Common Stock owned of record or beneficially by such Stockholder as of the date hereof (the “Owned Shares”); and

WHEREAS, as a condition and inducement for Parent to enter into the Merger Agreement, Parent has required that each Stockholder, in its capacity as a stockholder of the Company, enter into this Agreement, and each Stockholder has agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, each Stockholder, the Company and Parent hereby agree as follows:

1. Agreement to Vote the Owned Shares.

1.1 From and after the date hereof until the Termination Date (as defined below), at any meeting of the Company’s stockholders, including any postponement, recess or adjournment thereof, or in any other circumstance, in each case, upon which a vote, consent or other approval (including a written consent) with respect to the Merger Agreement, the Merger or any other transaction contemplated by the Merger Agreement is sought, each Stockholder agrees to, and agrees to cause its applicable Affiliates to, affirmatively vote (including via proxy) or execute consents with respect to (or cause to be voted (including via proxy) or consents to be executed with respect to) all of the Owned Shares as follows, unless the board of directors of the Company (the “Board”) has made a Change in Recommendation that amounts to a recommendation against item (a)(i) below and that has not been rescinded or withdrawn (in which case each Stockholder will be permitted to vote its Owned Shares with respect to the following matters in any manner it chooses in its sole discretion): (a) in favor of (“for”) (i) the Merger and the adoption of the Merger Agreement and (ii) each of the other actions contemplated by the Merger Agreement or necessary or desirable in furtherance of the Merger and the other transactions contemplated by the Merger Agreement (including, for the avoidance of doubt, any proposal to adjourn the applicable meeting that the Board supports) and (b) against any action or agreement that could reasonably be expected to result in any of the conditions to the consummation of the Merger under the Merger Agreement not being fulfilled (clauses (a) and (b) collectively, the “Supported Matters”). Each Stockholder shall cause all of the Owned Shares to be counted as present thereat (including by proxy) for purposes of establishing a quorum at each meeting of the Company’s stockholders at which the matters described in this Section 1 are to be considered (including every adjournment or postponement thereof). For the avoidance of doubt, other than with respect to the Supported Matters and subject to Section 1.2, no Stockholder has any obligation to vote the Owned Shares in any particular manner and, with respect to such other matters (other than the Supported Matters, but subject to Section 1.2), each Stockholder shall be entitled to vote the Owned Shares in its sole discretion.

1.2 Notwithstanding anything in this Agreement to the contrary, no Stockholder shall be required to vote (or cause to be voted) any of the Owned Shares to amend the Merger Agreement (including any schedule or exhibit thereto), or take any action that would reasonably be expected to result in an amendment or modification of the Merger Agreement, that: (a) (1) delays or imposes any additional restrictions or conditions on the payment of the Merger Consideration, or (2) imposes any additional conditions on the consummation of the Merger; (b) decreases the amount or changes the kind of consideration to be paid to the holders of Shares in connection with the Merger; (c) impedes or delays the consummation of the Merger or (d) from and after the adoption of the Merger Agreement by the holders of Shares, requires further approval of the Company's stockholders under the General Corporation Law of the State of Delaware ("DGCL") (each of the foregoing, an "Adverse Amendment").

2. Termination. This Agreement shall automatically terminate and be of no further force or effect upon the earliest to occur of (a) the Effective Time and (b) the valid termination of the Merger Agreement in accordance with its terms (such earliest date, the "Termination Date"); provided that the provisions set forth in Sections 9 through 20 shall survive the termination of this Agreement; provided further that the termination of this Agreement shall not prevent any party hereto from seeking any remedies (at law or in equity) against any other party hereto for that party's Willful Breach.

3. Certain Covenants of the Stockholders.

3.1 Transfer of Shares. The Stockholders hereby covenant and agree that, except as contemplated hereby, no Stockholder shall (a) tender any of the Owned Shares into any tender or exchange offer, (b) directly or indirectly offer, sell, transfer, assign, exchange, pledge, encumber or otherwise dispose of (collectively, "Transfer") or enter into any contract, option, agreement, understanding, hedging or other arrangement with respect to the Transfer of, any of the Owned Shares or beneficial ownership, voting power or any other interest thereof or therein (including by operation of law), (c) grant any proxies or powers of attorney, deposit any of the Owned Shares into a voting trust or enter into a voting agreement with respect to any of the Owned Shares that is inconsistent with this Agreement, (d) commit or agree to take any of the foregoing actions or (e) take any action that would make any representation or warranty of the Stockholders contained herein untrue or incorrect in any material respect or have the effect of delaying, preventing or disabling a Stockholder from performing its obligations under this Agreement in any material respect, in each case other than with respect to a Permitted Transfer; provided, however, that (x) a Stockholder shall give the Company and Parent written notice no less than five (5) Business Days prior to the time of such Permitted Transfer stating the name and address of the transferee and identifying the Owned Shares being transferred to the transferee and (y) such transferee shall execute a joinder (in form reasonably satisfactory to the Company and Parent) evidencing written agreement to be fully bound by the provisions hereof as if such transferee were an original signatory hereto. Any Transfer in violation of this Section 3 shall be void *ab initio*. As used in this Agreement, "Permitted Transfer" shall mean a transfer of Owned Shares by a Stockholder to an Affiliate of such Stockholder, in each case, other than any portfolio company of such Stockholder.

3.2 Additional Owned Shares; Share Dividends. Each Stockholder agrees that any of the Common Stock (or other voting securities of the Company or any other securities exchangeable for, or convertible into, Common Stock or any other voting securities of the Company) that a Stockholder purchases or with respect to which a Stockholder otherwise acquires record or beneficial ownership after the date of this Agreement and prior to the termination of this Agreement (“New Owned Shares”) shall be subject to the terms and conditions of this Agreement to the same extent as the Owned Shares (it being understood, for the avoidance of doubt, that any such New Owned Shares shall be subject to the terms of this Agreement as though such New Owned Shares were owned by a Stockholder on the date hereof). For the avoidance of doubt, all references to “Owned Shares” contained herein shall be deemed to also include all “New Owned Shares”, if any. In the event of a stock split, stock dividend or distribution, or any split-up, reverse stock split, recapitalization, combination, reclassification, reincorporation, exchange of shares or the like, in each case affecting the Owned Shares, the terms “Owned Shares”, “New Owned Shares” and “Common Stock” shall be deemed to refer to and include such shares or interests as well as all such stock dividends and distributions and any securities into which or for which any or all of such shares may be changed or exchanged or which are received in such transaction, as applicable.

3.3 Disclosure. Each Stockholder hereby consents to (a) the filing of this Agreement by the Company in the Proxy Statement or other disclosure documents, including any Form 8-K filed by the Company in connection with the execution of the Merger Agreement, required by applicable Law to be filed with the SEC, NYSE or any other Governmental Entity in connection with this Agreement, the Merger Agreement or the transactions contemplated hereby and thereby and (b) the publication and disclosure by Parent and the Company in the Proxy Statement or other disclosure document required by applicable Law to be filed with the SEC, NYSE or other Governmental Entity in connection with this Agreement, the Merger Agreement or the transactions contemplated hereby or thereby, of each Stockholder’s identity and ownership, this Agreement and the nature of each Stockholder’s commitments, arrangements and understandings pursuant to this Agreement and such other information required in connection with such disclosure; provided that Parent shall (with respect to any of its or the Company’s disclosures, including the Proxy Statement and any other required Company filing) give each Stockholder and its legal counsel a reasonable opportunity to review and comment on such disclosures, and shall consider in good faith any such reasonable comments prior to any such disclosures being made public. As promptly as practicable after obtaining knowledge thereof, a Stockholder shall notify Parent and the Company of any required corrections with respect to such information previously supplied by such Stockholder to Parent or the Company hereunder, if and to the extent that any such information shall have become false or misleading in any material respect.

4. Representations and Warranties of the Stockholders. The Stockholders hereby represent and warrant to the Company and Parent as follows:

4.1 Each Stockholder is a legal entity duly organized, validly existing and in good standing under the Laws of Delaware. Each Stockholder has all requisite corporate or other similar power and authority and has taken all corporate or other similar action necessary (including approval by its board of directors or applicable corporate bodies) to execute, deliver, comply with and perform its obligations under this Agreement in accordance with the terms hereof and to consummate the transactions contemplated hereby, and no other action on the part of or vote of holders of any equity securities of any Stockholder is necessary to authorize the execution and delivery of, compliance with and performance by the Stockholders of this Agreement. This Agreement has been duly executed and delivered by each Stockholder and constitutes a legal, valid and binding agreement of each Stockholder enforceable against each Stockholder in accordance with its terms, subject to the Bankruptcy and Equity Exception.

4.2 The execution and delivery of, compliance with and performance by the Stockholders of this Agreement do not and will not (i) conflict with or result in any violation or breach of any provision of the certificate of formation or operating agreement or similar organizational documents of the Stockholders, (ii) conflict with or result in a violation or breach of any applicable Law, (iii) require any consent by any Person under, constitute a default, or an event that, with or without notice or lapse of time or both, would constitute a default under, or cause or permit the termination, cancellation or acceleration of any rights or obligation or the loss of any benefit to which any Stockholder is entitled, under any Contract binding upon the Stockholders, or to which any of its properties, rights or other assets are subject or (iv) result in the creation of a Lien (other than Permitted Liens) on any of the properties or assets (including intangible assets) of any Stockholder, except in the case of clauses (ii), (iii) and (iv) above, any such violation, breach, conflict, default, termination, acceleration, cancellation or loss that would not, individually or in the aggregate, reasonably be expected to restrict, prohibit or impair the consummation of the Merger or the performance by any Stockholder of its obligations under this Agreement.

4.3 No consent, approval, order or authorization of, or registration, declaration or, (except as required by the rules and regulations promulgated under the Exchange Act, the Securities Act, or state securities, takeover and "blue sky" laws) filing with, any Governmental Entity or any other Person, is required by or with respect to the Stockholders in connection with the execution and delivery of this Agreement or the consummation by the Stockholders of the transactions contemplated hereby, except as would not, individually or in the aggregate, reasonably be expected to restrict, prohibit or impair the consummation of the Merger or the performance by each Stockholder of its obligations under this Agreement.

4.4 Each Stockholder is the record and beneficial owner of the Owned Shares set forth beside its name on Exhibit A. No Stockholder owns, of record or beneficially, any shares of capital stock of the Company, or other rights to acquire shares of capital stock of the Company, in each case other than the Owned Shares. Each Stockholder has the sole right to dispose of the Owned Shares, and none of the Owned Shares is subject to any pledge, disposition, transfer or other agreement, arrangement or restriction, except as contemplated by this Agreement.

4.5 Except for the representations and warranties of the Stockholders contained in this Section 4, no Stockholder is making and has not made, and no other Person is making or has made on behalf of the Stockholders, any express or implied representation or warranty in connection with this Agreement or the transactions contemplated hereby; and no Stockholder nor any Person on behalf of the Company is making any express or implied representation or warranty with respect to the Stockholders or any of their Affiliates or with respect to any other information made available to the Company or Parent in connection with the transactions contemplated by this Agreement.

5. Representations and Warranties of the Company. The Company hereby represents and warrants to the Stockholders as follows:

5.1 The Company is a legal entity duly incorporated, validly existing and in good standing under the Laws of the State of Delaware. The Company has all requisite corporate power and authority and has taken all corporate action necessary (including approval by the Board) to execute, deliver and perform its obligations under this Agreement in accordance with the terms hereof and no other corporate action by the Company or vote of holders of any class of the capital stock of the Company is necessary to approve and adopt this Agreement. This Agreement has been duly executed and delivered by the Company and constitutes a valid and binding agreement of the Company enforceable against the Company in accordance with its terms, subject to the Bankruptcy and Equity Exception.

5.2 The execution, delivery and performance by the Company of this Agreement do not and will not, other than as provided in the Merger Agreement with respect to the Merger and the other transactions contemplated thereby, (i) conflict with or result in any violation or breach of any provision of the Company Certificate of Incorporation or Company Bylaws or the similar organizational documents of any of its Subsidiaries, (ii) conflict with or result in a violation or breach of any applicable Law, (iii) require any consent by any Person under, constitute a default, or an event that, with or without notice or lapse of time or both, would constitute a default under, or cause or permit the termination, cancellation or acceleration of any right or obligation or the loss of any benefit to which the Company and any of its Subsidiaries are entitled, under any Contract binding upon the Company or any of its Subsidiaries, or to which any of their respective properties, rights or other assets are subject or (iv) result in the creation of a Lien (other than Permitted Liens) on any of the properties or assets (including intangible assets) of the Company or any of its Subsidiaries, except in the case of clauses (ii), (iii) and (iv) above, any such violation, breach, conflict, default, termination, acceleration, cancellation or loss that would not reasonably be expected to restrict, prohibit or impair the performance by the Company of its obligations under this Agreement.

5.3 No consent, approval, order or authorization of, or registration, declaration or, (except as required by the rules and regulations promulgated under the Exchange Act, the Securities Act, or state securities, takeover and "blue sky" laws) filing with, any Governmental Entity or any other Person, is required by or with respect to the Company in connection with the execution and delivery of this Agreement or the consummation by the Company of the transactions contemplated hereby, except as would not, individually or in the aggregate, reasonably be expected to restrict, prohibit or impair the consummation of the Merger or the performance by the Company of its obligations under this Agreement.

6. Stockholder Capacity. This Agreement is being entered into by each Stockholder solely in its capacity as a record and/or beneficial owner of the Owned Shares, and nothing in this Agreement shall restrict or limit the ability of a Stockholder or any of its Affiliates (i) who is a director, officer or employee of the Company to take any action in his or her capacity as a director, officer or employee of the Company, including the exercise of fiduciary duties to the Company or its stockholders (including, for the avoidance of doubt, with respect to any actions taken by a Stockholder in respect of the exercise of any rights or obligations of the Company or the board of directors of the Company pursuant to, and in accordance with, Section 6.2 (*Acquisition Proposals*) of the Merger Agreement) or (ii) to take any action in any capacity other than as a stockholder of the Company.

7. Waiver of Appraisal Rights. Each Stockholder hereby irrevocably waives, to the fullest extent of the Law, and agrees not to assert any appraisal rights under Section 262 of the DGCL, a copy of which is attached hereto as Exhibit B, with respect to all of the Owned Shares with respect to the Merger and the transactions contemplated by the Merger Agreement.

8. Further Assurances. Each Stockholder, Parent and the Company shall, from time to time, execute and deliver, or cause to be executed and delivered, such additional or further consents, documents and other instruments as the Board may reasonably request to the extent necessary to effect the transactions contemplated by this Agreement.

9. Notices. Notices, requests, instructions or other documents to be given under this Agreement shall be in writing and shall be deemed given, (a) when delivered, if delivered personally to the intended recipient, (b) when sent by email (without any “bounceback” or other notice of nondelivery) and (c) one (1) Business Day later, if sent by overnight delivery via a national courier service (providing proof of delivery), and in each case, addressed to a party at the following address for such party:

if to the Stockholders:

c/o Thomas H. Lee Partners, L.P.
100 Federal St., 36th Floor
Boston, MA 02110
Attention: Ganesh Rao; Shari Wolkon
Email: [***]; [***]

if to Parent:

Denali Intermediate Holdings, Inc.
c/o Clearlake Capital Group, L.P.
233 Wilshire Blvd., Suite 800
Santa Monica, CA 90401
Email: [***]
[***]

with copies to (which shall not constitute notice):

Sidley Austin LLP
1999 Avenue of the Stars, 17th Floor
Los Angeles, CA 90067
Attention: Mehdi Khodadad; Mark Castiglia; Daniel Belke
Email: [***]; [***]; [***]

if to the Company:

Dun & Bradstreet Holdings Inc.
5335 Gate Parkway
Jacksonville, Florida 32256
Attention: Joe Reinhart
Email: [***]

with copies to (which shall not constitute notice):

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Attention: Michael J. Aiello; Amanda Fenster
Email: [***]; [***]

or to such other persons or addresses as may be designated in writing by the party to receive such notice as provided above.

10. Interpretation. The section and paragraph headings or captions herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof. Where a reference in this Agreement is made to a Section or Exhibit, such reference shall be to a Section of or Exhibit to this Agreement unless otherwise indicated. Whenever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”. The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The word “or” when used in this Agreement is not exclusive. The word “extent” in the phrase “to the extent” shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply “if”. All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term. Any Contract or Law defined or referred to herein or in any agreement or instrument that is referred to herein means such Contract or Law as from time to time amended, modified or supplemented, including (in the case of Contracts) by waiver or consent and (in the case of Laws) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. The Company, Parent and each Stockholder acknowledge that each party to this Agreement has been represented by counsel in connection with this Agreement and the transactions contemplated by this Agreement, and the parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

11. Entire Agreement. This Agreement and the Merger Agreement collectively constitute the entire agreement, and supersede all other prior agreements, understandings, representations and warranties both written and oral, among the parties hereto, with respect to the subject matter hereof.

12. No Third-Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

13. Governing Law. THIS AGREEMENT SHALL BE DEEMED TO BE MADE IN AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY AND IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE WITHOUT REGARD TO THE CONFLICT OR CHOICE OF LAW PRINCIPLES THEREOF. Each of the parties hereto (a) consents to submit itself to the personal jurisdiction of the Court of Chancery of the State of Delaware or, if such court lacks subject matter jurisdiction, any state or federal court located in the State of Delaware and any appellate court therefrom, in the event any dispute arises out of or is related to this Agreement or any of the transactions contemplated hereby, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (c) agrees that it will not bring any Action relating to this Agreement or any of the transactions contemplated hereby in any court other than the Court of Chancery of the State of Delaware or, if such court lacks subject matter jurisdiction, any state or federal court located in the State of Delaware and any appellate court therefrom, (d) waives any objection that it may now or hereafter have to the venue of any such Action in the Court of Chancery of the State of Delaware or, if such court lacks subject matter jurisdiction, any state or federal court located in the State of Delaware and any appellate court therefrom or that such Action was brought in an inconvenient court and agrees not to plead or claim the same and (e) consents to service being made through the notice procedures set forth in Section 9. Each of the Company, Parent and each Stockholder hereby agrees that service of any process, summons, notice or document by U.S. registered mail to the respective addresses set forth in Section 9 shall be effective service of process for any Action in connection with this Agreement or the transactions contemplated hereby. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY HERETO CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) EACH SUCH PARTY MAKES THIS WAIVER VOLUNTARILY AND (iv) EACH SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 13.

14. Assignment; Successors. Other than as provided herein, neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise, by any party hereto without the prior written consent of the other parties hereto, and any such assignment without such prior written consent shall be null and void. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and assigns.

15. Indemnification. The Company shall indemnify each Stockholder and its Affiliates, and each of its and their respective, officers, directors, employees, agents and other Representatives (“Stockholder Indemnified Parties”) against, and hold each of the Stockholder Indemnified Parties harmless from, any damage, loss, injury, charge, cost, expense or liability, interest, penalties, reasonable and documented out-of-pocket attorneys’, consultants’, experts’ and other professional advisors’ fees and expenses and all amounts paid in investigation, defense or settlement of any Proceeding (other than consequential damages and punitive or exemplary damages, reduced by any applicable insurance proceeds actually received by a Stockholder or any other Stockholder Indemnified Party) (collectively “Damages”), in each case, actually paid to third parties or incurred by any such Stockholder Indemnified Party that arise out of, in connection with or related to the Stockholder’s execution of this Agreement in connection with the Merger Agreement and the transactions contemplated thereby (any such matter, an “Indemnifiable Matter”); provided that the foregoing indemnification obligations shall not apply to the extent arising out of, in connection with or related to the Stockholder’s breach of or noncompliance with this Agreement, willful misconduct or fraud. The Company shall advance all reasonable and documented out-of-pocket attorneys’, consultants’, experts’ and other professional advisors’ fees and expenses incurred by or on behalf of a Stockholder Indemnified Party in connection with any Indemnifiable Matter within twenty (20) days after the receipt by the Company of a statement from such Stockholder Indemnified Party requesting such advance from time to time.

16. Enforcement. The parties hereto agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy would occur in the event that the parties hereto do not timely perform the provisions of this Agreement (including any party hereto failing to take such actions as are required of it hereunder in order to consummate this Agreement) in accordance with its specified terms or otherwise breach such provisions. The parties hereto acknowledge and agree that (a) the parties hereto will be entitled, in addition to any other remedy to which they are entitled at law or in equity, to an injunction, specific performance and other equitable relief to prevent breaches (or threatened breaches) of this Agreement and to enforce specifically the terms and provisions hereof and (b) the right of specific enforcement is an integral part of the transactions contemplated hereby and without that right, none of the Company, Parent or the Stockholders would have entered into this Agreement.

17. Non-Recourse. This Agreement may only be enforced against, and any Action based upon, arising out of, or related to this Agreement, or the negotiation, execution or performance of this Agreement, may only be brought against the entities that are expressly named as parties hereto and then only with respect to the specific obligations set forth herein with respect to such party. No past, present or future director, officer, employee, incorporator, manager, member, general or limited partner, stockholder, equityholder, controlling person, Affiliate, agent, attorney or other Representative of any party hereto or any of their successors or permitted assigns or any direct or indirect director, officer, employee, incorporator, manager, member, general or limited partner, stockholder, equityholder, controlling person, Affiliate, agent, attorney, Representative, successor or permitted assign of any of the foregoing (each, a “Non-Recourse Party”), shall have any liability for any obligations or liabilities of any party under this Agreement or for any Proceeding (whether in tort, contract or otherwise) based on, in respect of or by reason of the transactions contemplated hereby or in respect of any written or oral representations made or alleged to be made in connection herewith. Without limiting the rights of the Company against the Stockholders, in no event shall the Company or any of its Affiliates seek to enforce this Agreement against, make any claims for breach of this Agreement against, or seek to recover monetary damages from, any Non-Recourse Party.

18. Severability. The provisions of this Agreement shall be deemed severable and in the event any court of competent jurisdiction or arbitral panel finds any provision hereof to be invalid or unenforceable, such invalidity or enforceability shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is found to be invalid or unenforceable, (a) a suitable and equitable provision negotiated in good faith by the parties hereto shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not, subject to clause (a) above, be affected by such invalidity or unenforceability, except as a result of such substitution, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

19. Counterparts. This Agreement and any amendments hereto may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties hereto, it being understood that all parties hereto need not sign the same counterpart. Any such counterpart, to the extent delivered by electronic delivery, will be treated in all manners and respects as an original executed counterpart and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto may raise the use of an electronic delivery to deliver a signature, or the fact that any signature or agreement or instrument was transmitted or communicated through the use of an electronic delivery, as a defense to the formation of a contract, and each party hereto forever waives any such defense, except to the extent such defense relates to lack of authenticity.

20. Amendment. This Agreement may be amended by the parties hereto, and the terms and conditions hereof may be waived, only by an instrument in writing signed on behalf of each of the parties hereto, or, in the case of a waiver, by an instrument signed on behalf of the party waiving compliance.

21. No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in the Company or the Parent any direct or indirect ownership or incidence of ownership of or with respect to any of the Owned Shares. All ownership and economic benefits of and relating to the Owned Shares shall remain vested in and belong to the Stockholders, and, except as otherwise provided herein, the Company and the Parent shall have no authority to direct the Stockholders in the voting or disposition of any of the Owned Shares.

[Signature pages follow]

STOCKHOLDER

THOMAS H. LEE EQUITY FUND VIII, L.P.

By: THL Equity Advisors VIII, LLC, its general partner
By: Thomas H. Lee Partners, L.P., its sole member
By: Thomas H. Lee Advisors, LLC, its general partner
By: THL Holdco, LLC, its managing member

By: /s/ Ganesh Rao
Name: Ganesh Rao
Title: Managing Director

THOMAS H. LEE PARALLEL FUND VIII, L.P.

By: THL Equity Advisors VIII, LLC, its general partner
By: Thomas H. Lee Partners, L.P., its sole member
By: Thomas H. Lee Advisors, LLC, its general partner
By: THL Holdco, LLC, its managing member

By: /s/ Ganesh Rao
Name: Ganesh Rao
Title: Managing Director

THL EXECUTIVE FUND VIII, L.P.

By: THL Equity Advisors VIII, LLC, its general partner
By: Thomas H. Lee Partners, L.P., its sole member
By: Thomas H. Lee Advisors, LLC, its general partner
By: THL Holdco, LLC, its managing member

By: /s/ Ganesh Rao
Name: Ganesh Rao
Title: Managing Director

THL FUND VIII COINVESTMENT PARTNERS, L.P.

By: Thomas H. Lee Partners, L.P., its general partner
By: Thomas H. Lee Advisors, LLC, its general partner
By: THL Holdco, LLC, its managing member

By: /s/ Ganesh Rao
Name: Ganesh Rao
Title: Managing Director

THL EQUITY FUND VIII INVESTORS (D&B), L.P.

By: THL Equity Advisors VIII, LLC, its general partner

By: Thomas H. Lee Partners, L.P., its sole member

By: Thomas H. Lee Advisors, LLC, its general partner

By: THL Holdco, LLC, its managing member

By: /s/ Ganesh Rao

Name: Ganesh Rao

Title: Managing Director

THL MANAGERS VIII, LLC

By: Thomas H. Lee Partners, L.P., its sole member

By: Thomas H. Lee Advisors, LLC, its general partner

By: THL Holdco, LLC, its managing member

By: /s/ Ganesh Rao

Name: Ganesh Rao

Title: Managing Director

DENALI INTERMEDIATE HOLDINGS, INC.

By: /s/ Behdad Eghbali

Name: Behdad Eghbali

Title: President

DUN & BRADSTREET HOLDINGS, INC.

By: /s/ Joe A. Reinhardt, III

Name: Joe A. Reinhardt, III

Title: Chief Legal Officer

EXHIBIT A

STOCKHOLDERS

Stockholder		Owned Shares
1.	Thomas H. Lee Equity Fund VIII, L.P.	6,142,612
2.	Thomas H. Lee Parallel Fund VIII, L.P.	11,184,899
3.	THL Executive Fund VIII, L.P.	468,969
4.	THL Fund VIII Coinvestment Partners, L.P.	730,006
5.	THL Equity Fund VIII Investors (D&B), L.P.	3,998,617
6.	THL Managers VIII, L.P.	58,210

SECTION 262 OF THE GENERAL CORPORATION LAW
OF THE STATE OF DELAWARE

§ 262. Appraisal rights For application of this section, see 81 Del. Laws, c. 354, § 17; 82 Del. Laws, c. 45, § 23; 82 Del. Laws, c. 256, § 24; 83 Del. Laws, c. 377, § 22; and 84 Del. Laws, c.98, § 16.

(a) Any stockholder of a corporation of this State who holds shares of stock on the date of the making of a demand pursuant to subsection (d) of this section with respect to such shares, who continuously holds such shares through the effective date of the merger, consolidation, conversion, transfer, domestication or continuance, who has otherwise complied with subsection (d) of this section and who has neither voted in favor of the merger, consolidation, conversion, transfer, domestication or continuance nor consented thereto in writing pursuant to § 228 of this title shall be entitled to an appraisal by the Court of Chancery of the fair value of the stockholder's shares of stock under the circumstances described in subsections (b) and (c) of this section. As used in this section, the word "stockholder" means a holder of record of stock in a corporation; the words "stock" and "share" mean and include what is ordinarily meant by those words; the words "depository receipt" mean a receipt or other instrument issued by a depository representing an interest in 1 or more shares, or fractions thereof, solely of stock of a corporation, which stock is deposited with the depository; the words "beneficial owner" mean a person who is the beneficial owner of shares of stock held either in voting trust or by a nominee on behalf of such person; and the word "person" means any individual, corporation, partnership, unincorporated association or other entity.

(b) Appraisal rights shall be available for the shares of any class or series of stock of a constituent, converting, transferring, domesticating or continuing corporation in a merger, consolidation, conversion, transfer, domestication or continuance to be effected pursuant to § 251 (other than a merger effected pursuant to § 251(g) of this title), § 252, § 254, § 255, § 256, § 257, § 258, § 263, § 264, § 266 or § 390 of this title (other than, in each case and solely with respect to a converted or domesticated corporation, a merger, consolidation, conversion, transfer, domestication or continuance authorized pursuant to and in accordance with the provisions of § 265 or § 388 of this title):

(1) Provided, however, that no appraisal rights under this section shall be available for the shares of any class or series of stock, which stock, or depository receipts in respect thereof, at the record date fixed to determine the stockholders entitled to receive notice of the meeting of stockholders, or at the record date fixed to determine the stockholders entitled to consent pursuant to § 228 of this title, to act upon the agreement of merger or consolidation or the resolution providing for the conversion, transfer, domestication or continuance (or, in the case of a merger pursuant to § 251(h) of this title, as of immediately prior to the execution of the agreement of merger), were either: (i) listed on a national securities exchange or (ii) held of record by more than 2,000 holders; and further provided that no appraisal rights shall be available for any shares of stock of the constituent corporation surviving a merger if the merger did not require for its approval the vote of the stockholders of the surviving corporation as provided in § 251(f) of this title.

(2) Notwithstanding paragraph (b)(1) of this section, appraisal rights under this section shall be available for the shares of any class or series of stock of a constituent, converting, transferring, domesticating or continuing corporation if the holders thereof are required by the terms of an agreement of merger or consolidation, or by the terms of a resolution providing for conversion, transfer, domestication or continuance, pursuant to § 251, § 252, § 254, § 255, § 256, § 257, § 258, § 263, § 264, § 266 or § 390 of this title to accept for such stock anything except:

a. Shares of stock of the corporation surviving or resulting from such merger or consolidation, or of the converted entity or the entity resulting from a transfer, domestication or continuance if such entity is a corporation as a result of the conversion, transfer, domestication or continuance, or depository receipts in respect thereof;

b. Shares of stock of any other corporation, or depository receipts in respect thereof, which shares of stock (or depository receipts in respect thereof) or depository receipts at the effective date of the merger, consolidation, conversion, transfer, domestication or continuance will be either listed on a national securities exchange or held of record by more than 2,000 holders;

c. Cash in lieu of fractional shares or fractional depository receipts described in the foregoing paragraphs (b)(2)a. and b. of this section; or

d. Any combination of the shares of stock, depository receipts and cash in lieu of fractional shares or fractional depository receipts described in the foregoing paragraphs (b)(2)a., b. and c. of this section.

(3) In the event all of the stock of a subsidiary Delaware corporation party to a merger effected under § 253 or § 267 of this title is not owned by the parent immediately prior to the merger, appraisal rights shall be available for the shares of the subsidiary Delaware corporation.

(4) [Repealed.]

(c) Any corporation may provide in its certificate of incorporation that appraisal rights under this section shall be available for the shares of any class or series of its stock as a result of an amendment to its certificate of incorporation, any merger or consolidation in which the corporation is a constituent corporation, the sale of all or substantially all of the assets of the corporation or a conversion effected pursuant to § 266 of this title or a transfer, domestication or continuance effected pursuant to § 390 of this title. If the certificate of incorporation contains such a provision, the provisions of this section, including those set forth in subsections (d), (e), and (g) of this section, shall apply as nearly as is practicable.

(d) Appraisal rights shall be perfected as follows:

(1) If a proposed merger, consolidation, conversion, transfer, domestication or continuance for which appraisal rights are provided under this section is to be submitted for approval at a meeting of stockholders, the corporation, not less than 20 days prior to the meeting, shall notify each of its stockholders who was such on the record date for notice of such meeting (or such members who received notice in accordance with § 255(c) of this title) with respect to shares for which appraisal rights are available pursuant to subsection (b) or (c) of this section that appraisal rights are available for any or all of the shares of the constituent corporations or the converting, transferring, domesticating or continuing corporation, and shall include in such notice either a copy of this section (and, if 1 of the constituent corporations or the converting corporation is a nonstock corporation, a copy of § 114 of this title) or information directing the stockholders to a publicly available electronic resource at which this section (and, § 114 of this title, if applicable) may be accessed without subscription or cost. Each stockholder electing to demand the appraisal of such stockholder's shares shall deliver to the corporation, before the taking of the vote on the merger, consolidation, conversion, transfer, domestication or continuance, a written demand for appraisal of such stockholder's shares; provided that a demand may be delivered to the corporation by electronic transmission if directed to an information processing system (if any) expressly designated for that purpose in such notice. Such demand will be sufficient if it reasonably informs the corporation of the identity of the stockholder and that the stockholder intends thereby to demand the appraisal of such stockholder's shares. A proxy or vote against the merger, consolidation, conversion, transfer, domestication or continuance shall not constitute such a demand. A stockholder electing to take such action must do so by a separate written demand as herein provided. Within 10 days after the effective date of such merger, consolidation, conversion, transfer, domestication or continuance, the surviving, resulting or converted entity shall notify each stockholder of each constituent or converting, transferring, domesticating or continuing corporation who has complied with this subsection and has not voted in favor of or consented to the merger, consolidation, conversion, transfer, domestication or continuance, and any beneficial owner who has demanded appraisal under paragraph (d)(3) of this section, of the date that the merger, consolidation or conversion has become effective; or

(2) If the merger, consolidation, conversion, transfer, domestication or continuance was approved pursuant to § 228, § 251(h), § 253, or § 267 of this title, then either a constituent, converting, transferring, domesticating or continuing corporation before the effective date of the merger, consolidation, conversion, transfer, domestication or continuance, or the surviving, resulting or converted entity within 10 days after such effective date, shall notify each stockholder of any class or series of stock of such constituent, converting, transferring, domesticating or continuing corporation who is entitled to appraisal rights of the approval of the merger, consolidation, conversion, transfer, domestication or continuance and that appraisal rights are available for any or all shares of such class or series of stock of such constituent, converting, transferring, domesticating or continuing corporation, and shall include in such notice either a copy of this section (and, if 1 of the constituent corporations or the converting, transferring, domesticating or continuing corporation is a nonstock corporation, a copy of § 114 of this title) or information directing the stockholders to a publicly available electronic resource at which this section (and § 114 of this title, if applicable) may be accessed without subscription or cost. Such notice may, and, if given on or after the effective date of the merger, consolidation, conversion, transfer, domestication or continuance, shall, also notify such stockholders of the effective date of the merger, consolidation, conversion, transfer, domestication or continuance. Any stockholder entitled to appraisal rights may, within 20 days after the date of giving such notice or, in the case of a merger approved pursuant to § 251(h) of this title, within the later of the consummation of the offer contemplated by § 251(h) of this title and 20 days after the date of giving such notice, demand in writing from the surviving, resulting or converted entity the appraisal of such holder's shares; provided that a demand may be delivered to such entity by electronic transmission if directed to an information processing system (if any) expressly designated for that purpose in such notice. Such demand will be sufficient if it reasonably informs such entity of the identity of the stockholder and that the stockholder intends thereby to demand the appraisal of such holder's shares. If such notice did not notify stockholders of the effective date of the merger, consolidation, conversion, transfer, domestication or continuance, either (i) each such constituent corporation or the converting, transferring, domesticating or continuing corporation shall send a second notice before the effective date of the merger, consolidation, conversion, transfer, domestication or continuance notifying each of the holders of any class or series of stock of such constituent, converting, transferring, domesticating or continuing corporation that are entitled to appraisal rights of the effective date of the merger, consolidation, conversion, transfer, domestication or continuance or (ii) the surviving, resulting or converted entity shall send such a second notice to all such holders on or within 10 days after such effective date; provided, however, that if such second notice is sent more than 20 days following the sending of the first notice or, in the case of a merger approved pursuant to § 251(h) of this title, later than the later of the consummation of the offer contemplated by § 251(h) of this title and 20 days following the sending of the first notice, such second notice need only be sent to each stockholder who is entitled to appraisal rights and who has demanded appraisal of such holder's shares in accordance with this subsection and any beneficial owner who has demanded appraisal under paragraph (d)(3) of this section. An affidavit of the secretary or assistant secretary or of the transfer agent of the corporation or entity that is required to give either notice that such notice has been given shall, in the absence of fraud, be prima facie evidence of the facts stated therein. For purposes of determining the stockholders entitled to receive either notice, each constituent corporation or the converting, transferring, domesticating or continuing corporation may fix, in advance, a record date that shall be not more than 10 days prior to the date the notice is given, provided, that if the notice is given on or after the effective date of the merger, consolidation, conversion, transfer, domestication or continuance, the record date shall be such effective date. If no record date is fixed and the notice is given prior to the effective date, the record date shall be the close of business on the day next preceding the day on which the notice is given.

(3) Notwithstanding subsection (a) of this section (but subject to this paragraph (d)(3)), a beneficial owner may, in such person's name, demand in writing an appraisal of such beneficial owner's shares in accordance with either paragraph (d)(1) or (2) of this section, as applicable; provided that (i) such beneficial owner continuously owns such shares through the effective date of the merger, consolidation, conversion, transfer, domestication or continuance and otherwise satisfies the requirements applicable to a stockholder under the first sentence of subsection (a) of this section and (ii) the demand made by such beneficial owner reasonably identifies the holder of record of the shares for which the demand is made, is accompanied by documentary evidence of such beneficial owner's beneficial ownership of stock and a statement that such documentary evidence is a true and correct copy of what it purports to be, and provides an address at which such beneficial owner consents to receive notices given by the surviving, resulting or converted entity hereunder and to be set forth on the verified list required by subsection (f) of this section.

(e) Within 120 days after the effective date of the merger, consolidation, conversion, transfer, domestication or continuance, the surviving, resulting or converted entity, or any person who has complied with subsections (a) and (d) of this section and who is otherwise entitled to appraisal rights, may commence an appraisal proceeding by filing a petition in the Court of Chancery demanding a determination of the value of the stock of all such stockholders. Notwithstanding the foregoing, at any time within 60 days after the effective date of the merger, consolidation, conversion, transfer, domestication or continuance, any person entitled to appraisal rights who has not commenced an appraisal proceeding or joined that proceeding as a named party shall have the right to withdraw such person's demand for appraisal and to accept the terms offered upon the merger, consolidation, conversion, transfer, domestication or continuance. Within 120 days after the effective date of the merger, consolidation, conversion, transfer, domestication or continuance, any person who has complied with the requirements of subsections (a) and (d) of this section, upon request given in writing (or by electronic transmission directed to an information processing system (if any) expressly designated for that purpose in the notice of appraisal), shall be entitled to receive from the surviving, resulting or converted entity a statement setting forth the aggregate number of shares not voted in favor of the merger, consolidation, conversion, transfer, domestication or continuance (or, in the case of a merger approved pursuant to § 251(h) of this title, the aggregate number of shares (other than any excluded stock (as defined in § 251(h)(6)d. of this title) that were the subject of, and were not tendered into, and accepted for purchase or exchange in, the offer referred to in § 251(h)(2) of this title)), and, in either case, with respect to which demands for appraisal have been received and the aggregate number of stockholders or beneficial owners holding or owning such shares (provided that, where a beneficial owner makes a demand pursuant to paragraph (d)(3) of this section, the record holder of such shares shall not be considered a separate stockholder holding such shares for purposes of such aggregate number). Such statement shall be given to the person within 10 days after such person's request for such a statement is received by the surviving, resulting or converted entity or within 10 days after expiration of the period for delivery of demands for appraisal under subsection (d) of this section, whichever is later.

(f) Upon the filing of any such petition by any person other than the surviving, resulting or converted entity, service of a copy thereof shall be made upon such entity, which shall within 20 days after such service file in the office of the Register in Chancery in which the petition was filed a duly verified list containing the names and addresses of all persons who have demanded appraisal for their shares and with whom agreements as to the value of their shares have not been reached by such entity. If the petition shall be filed by the surviving, resulting or converted entity, the petition shall be accompanied by such a duly verified list. The Register in Chancery, if so ordered by the Court, shall give notice of the time and place fixed for the hearing of such petition by registered or certified mail to the surviving, resulting or converted entity and to the persons shown on the list at the addresses therein stated. The forms of the notices by mail and by publication shall be approved by the Court, and the costs thereof shall be borne by the surviving, resulting or converted entity.

(g) At the hearing on such petition, the Court shall determine the persons who have complied with this section and who have become entitled to appraisal rights. The Court may require the persons who have demanded an appraisal for their shares and who hold stock represented by certificates to submit their certificates of stock to the Register in Chancery for notation thereon of the pendency of the appraisal proceedings; and if any person fails to comply with such direction, the Court may dismiss the proceedings as to such person. If immediately before the merger, consolidation, conversion, transfer, domestication or continuance the shares of the class or series of stock of the constituent, converting, transferring, domesticating or continuing corporation as to which appraisal rights are available were listed on a national securities exchange, the Court shall dismiss the proceedings as to all holders of such shares who are otherwise entitled to appraisal rights unless (1) the total number of shares entitled to appraisal exceeds 1% of the outstanding shares of the class or series eligible for appraisal, (2) the value of the consideration provided in the merger, consolidation, conversion, transfer, domestication or continuance for such total number of shares exceeds \$1 million, or (3) the merger was approved pursuant to § 253 or § 267 of this title.

(h) After the Court determines the persons entitled to an appraisal, the appraisal proceeding shall be conducted in accordance with the rules of the Court of Chancery, including any rules specifically governing appraisal proceedings. Through such proceeding the Court shall determine the fair value of the shares exclusive of any element of value arising from the accomplishment or expectation of the merger, consolidation, conversion, transfer, domestication or continuance, together with interest, if any, to be paid upon the amount determined to be the fair value. In determining such fair value, the Court shall take into account all relevant factors. Unless the Court in its discretion determines otherwise for good cause shown, and except as provided in this subsection, interest from the effective date of the merger, consolidation, conversion, transfer, domestication or continuance through the date of payment of the judgment shall be compounded quarterly and shall accrue at 5% over the Federal Reserve discount rate (including any surcharge) as established from time to time during the period between the effective date of the merger, consolidation or conversion and the date of payment of the judgment. At any time before the entry of judgment in the proceedings, the surviving, resulting or converted entity may pay to each person entitled to appraisal an amount in cash, in which case interest shall accrue thereafter as provided herein only upon the sum of (1) the difference, if any, between the amount so paid and the fair value of the shares as determined by the Court, and (2) interest theretofore accrued, unless paid at that time. Upon application by the surviving, resulting or converted entity or by any person entitled to participate in the appraisal proceeding, the Court may, in its discretion, proceed to trial upon the appraisal prior to the final determination of the persons entitled to an appraisal. Any person whose name appears on the list filed by the surviving, resulting or converted entity pursuant to subsection (f) of this section may participate fully in all proceedings until it is finally determined that such person is not entitled to appraisal rights under this section.

(i) The Court shall direct the payment of the fair value of the shares, together with interest, if any, by the surviving, resulting or converted entity to the persons entitled thereto. Payment shall be so made to each such person upon such terms and conditions as the Court may order. The Court's decree may be enforced as other decrees in the Court of Chancery may be enforced, whether such surviving, resulting or converted entity be an entity of this State or of any state.

(j) The costs of the proceeding may be determined by the Court and taxed upon the parties as the Court deems equitable in the circumstances. Upon application of a person whose name appears on the list filed by the surviving, resulting or converted entity pursuant to subsection (f) of this section who participated in the proceeding and incurred expenses in connection therewith, the Court may order all or a portion of such expenses, including, without limitation, reasonable attorney's fees and the fees and expenses of experts, to be charged pro rata against the value of all the shares entitled to an appraisal not dismissed pursuant to subsection (k) of this section or subject to such an award pursuant to a reservation of jurisdiction under subsection (k) of this section.

(k) Subject to the remainder of this subsection, from and after the effective date of the merger, consolidation, conversion, transfer, domestication or continuance, no person who has demanded appraisal rights with respect to some or all of such person's shares as provided in subsection (d) of this section shall be entitled to vote such shares for any purpose or to receive payment of dividends or other distributions on such shares (except dividends or other distributions payable to stockholders of record at a date which is prior to the effective date of the merger, consolidation, conversion, transfer, domestication or continuance). If a person who has made a demand for an appraisal in accordance with this section shall deliver to the surviving, resulting or converted entity a written withdrawal of such person's demand for an appraisal in respect of some or all of such person's shares in accordance with subsection (e) of this section, either within 60 days after such effective date or thereafter with the written approval of the corporation, then the right of such person to an appraisal of the shares subject to the withdrawal shall cease. Notwithstanding the foregoing, an appraisal proceeding in the Court of Chancery shall not be dismissed as to any person without the approval of the Court, and such approval may be conditioned upon such terms as the Court deems just, including without limitation, a reservation of jurisdiction for any application to the Court made under subsection (j) of this section; provided, however that this provision shall not affect the right of any person who has not commenced an appraisal proceeding or joined that proceeding as a named party to withdraw such person's demand for appraisal and to accept the terms offered upon the merger, consolidation, conversion, transfer, domestication or continuance within 60 days after the effective date of the merger, consolidation, conversion, transfer, domestication or continuance, as set forth in subsection (e) of this section. If a petition for an appraisal is not filed within the time provided in subsection (e) of this section, the right to appraisal with respect to all shares shall cease.

(l) The shares or other equity interests of the surviving, resulting or converted entity to which the shares of stock subject to appraisal under this section would have otherwise converted but for an appraisal demand made in accordance with this section shall have the status of authorized but not outstanding shares of stock or other equity interests of the surviving, resulting or converted entity, unless and until the person that has demanded appraisal is no longer entitled to appraisal pursuant to this section.

8 Del. C. 1953, § 262; 56 Del. Laws, c. 50; 56 Del. Laws, c. 186, § 24; 57 Del. Laws, c. 148, §§ 27-29; 59 Del. Laws, c. 106, § 12; 60 Del. Laws, c. 371, §§ 3-12; 63 Del. Laws, c. 25, § 14; 63 Del. Laws, c. 152, §§ 1, 2; 64 Del. Laws, c. 112, §§ 46-54; 66 Del. Laws, c. 136, §§ 30-32; 66 Del. Laws, c. 352, § 9; 67 Del. Laws, c. 376, §§ 19, 20; 68 Del. Laws, c. 337, §§ 3, 4; 69 Del. Laws, c. 61, § 10; 69 Del. Laws, c. 262, §§ 1-9; 70 Del. Laws, c. 79, § 16; 70 Del. Laws, c. 186, § 1; 70 Del. Laws, c. 299, §§ 2, 3; 70 Del. Laws, c. 349, § 22; 71 Del. Laws, c. 120, § 15; 71 Del. Laws, c. 339, §§ 49-52; 73 Del. Laws, c. 82, § 21; 76 Del. Laws, c. 145, §§ 11-16; 77 Del. Laws, c. 14, §§ 12, 13; 77 Del. Laws, c. 253, §§ 47-50; 77 Del. Laws, c. 290, §§ 16, 17; 79 Del. Laws, c. 72, §§ 10, 11; 79 Del. Laws, c. 122, §§ 6, 7; 80 Del. Laws, c. 265, §§ 8-11; 81 Del. Laws, c. 354, §§ 9, 10, 17; 82 Del. Laws, c. 45, § 15; 82 Del. Laws, c. 256, § 15; 83 Del. Laws, c. 377, § 9; 84 Del. Laws, c. 98, § 9.

Dun & Bradstreet Enters Into a Definitive Agreement To Be Acquired by Clearlake Capital Group

*Dun & Bradstreet Shareholders to Receive \$9.15 per Share in Cash Transaction
Valued at \$7.7 Billion*

SANTA MONICA, Calif. and JACKSONVILLE, Fla. – March 24, 2025 – Clearlake Capital Group, L.P., (together with certain of its affiliates, “Clearlake”), today announced that it has entered into a definitive agreement to acquire Dun & Bradstreet Holdings, Inc. (“Dun & Bradstreet”) (NYSE: DNB), a leading global provider of business decisioning data and analytics, in a transaction valued at \$7.7 billion, including outstanding debt / with an equity value of \$4.1 billion.

Under the terms of the agreement, which has been unanimously approved by Dun & Bradstreet’s Board of Directors, Dun & Bradstreet shareholders will receive \$9.15 in cash for each share of common stock they own.

“We have been on a strategic journey over the last six years, executing a major transformation that has strengthened our business and financial results. We have grown revenue by approximately 40%, EBITDA by 60%, expanded margins by nearly 600 basis points, and leverage has come down from 9 times to 3.6 times, all while extending our lead in data breadth, depth and quality,” said Anthony Jabbour, CEO of Dun & Bradstreet. “We are pleased to be partnering with Clearlake on this new leg of that journey. With their support, our team looks forward to evolving and growing the company with new ways to put our trusted, proprietary and mission-critical data assets to work for our clients.”

“Dun & Bradstreet has built a trusted, globally recognized brand and has amassed a preeminent set of data and analytics that empower organizations of all sizes. As companies become more data-centric in their decisioning in this fast-paced world, we see vast potential for Dun & Bradstreet to deliver AI-powered solutions to their global client base,” said Behdad Eghbali, Co-Founder and Managing Partner, and James Pade, Partner, at Clearlake. “We are excited to partner with Anthony and his team to support the company in unlocking its full potential.”

Transaction Details

The purchase price will be funded by Clearlake with a combination of equity and debt financing on the terms set forth in the respective commitment letters executed in connection with the transaction.

The agreement provides for a “go-shop” period, during which Dun & Bradstreet, with the assistance of BofA Securities, will actively solicit, evaluate and potentially enter into negotiations with and provide due diligence access to parties that submit alternative proposals. The go-shop period is 30 days. Dun & Bradstreet will have the right to terminate the agreement and enter into a superior proposal, subject to the conditions and procedures specified in the merger agreement to be filed by Dun & Bradstreet with the Securities and Exchange Commission today on Form 8-K. There can be no assurance this process will result in a superior proposal. Dun & Bradstreet does not intend to disclose developments about this process unless and until its Board of Directors has made a decision with respect to any potential superior proposal.

The transaction is expected to close in the third quarter of 2025, subject to Dun & Bradstreet shareholder approval, regulatory clearances and other customary closing conditions. The Dun & Bradstreet Board unanimously recommends that shareholders vote to approve the merger at an upcoming special meeting of shareholders.

Upon completion of the transaction, Dun & Bradstreet will become a privately held company and shares of Dun & Bradstreet common stock will no longer be listed on any public market.

BofA Securities is serving as financial advisor to Dun & Bradstreet and Weil, Gotshal & Manges LLP is serving as legal counsel.

Financial advisors to Clearlake include Morgan Stanley, Goldman Sachs, JP Morgan, Rothschild & Co, Barclays, Citi, Deutsche Bank, Santander, and Wells Fargo. Ares Credit Funds and HSBC also participated in the committed financing for the transaction. Sidley Austin LLP is serving as legal counsel to Clearlake.

About Dun & Bradstreet

Dun & Bradstreet, a leading global provider of business decisioning data and analytics, enables companies around the world to improve their business performance. Dun & Bradstreet’s Data Cloud fuels solutions and delivers insights that empower customers to accelerate revenue, lower cost, mitigate risk, and transform their businesses. Since 1841, companies of every size have relied on Dun & Bradstreet to help them manage risk and reveal opportunity.

About Clearlake

Clearlake Capital Group, L.P. is an investment firm founded in 2006 operating integrated businesses across private equity, credit and other related strategies. With a sector-focused, approach, the firm seeks to partner with experienced management teams by providing patient, long-term capital to dynamic businesses that can benefit from Clearlake’s operational approach, O.P.S.® The firm’s core private equity target sectors are technology, industrials, and consumer. Clearlake currently has over \$90 billion of assets under management and its senior investment principals have led or co-led over 400 investments, and has deployed over \$57 billion in liquid and illiquid credit investments globally. The firm is headquartered in Santa Monica, CA with affiliates in Dallas, TX, London, UK, Dublin, Ireland, Luxembourg, Abu Dhabi, UAE, and Singapore. More information is available at www.clearlake.com.

Cautionary Statement Regarding Forward-Looking Statements

This communication contains forward-looking statements within the meaning of the safe harbor provisions of the Private Securities Litigation Reform Act of 1995, including statements regarding the effects of the proposed acquisition of Dun & Bradstreet by an affiliate of Clearlake Capital Group, L.P. Forward- looking statements are based on Dun & Bradstreet’s management’s beliefs, as well as assumptions made by, and information currently available to, them. Forward-looking statements can be identified by words such as “anticipates,” “intends,” “plans,” “seeks,” “believes,” “estimates,” “predicts,” “potential,” “expects,” “may,” “could,” “might,” “likely,” “will,” “should” and similar references to future periods, or by the inclusion of forecasts or projections. Examples of forward-looking statements include, but are not limited to, statements we make regarding the outlook for our future business and financial performance. Because such statements are based on expectations as to future financial and operating results and are not statements of fact, actual results may differ materially from those projected. It is not possible to predict or identify all risk factors. Consequently, the risks and uncertainties listed below should not be considered a complete discussion of all of our potential trends, risks and uncertainties and, except as required by law, we undertake no obligation to make any revisions to any forward-looking statements contained in this communication or to update them to reflect events or circumstances occurring after the date of this communication, whether as a result of new information, future events/developments or otherwise. Investors are cautioned not to place undue reliance on these forward-looking statements.

The risks and uncertainties that forward-looking statements are subject to include, but are not limited to: (i) the occurrence of any event, change or other circumstances that could give rise to the termination of the merger agreement; (ii) the inability to complete the proposed merger due to the failure to obtain shareholder approval for the proposed merger or the failure to satisfy other conditions to completion of the proposed merger; (iii) risks related to disruption of management’s attention from our ongoing business operations due to the proposed merger; (iv) the effect of the announcement of the proposed merger on our relationships with our customers, operating results and business generally; (v) the risk that the proposed merger will not be consummated in a timely manner; (vi) our ability to implement and execute our strategic plans to transform the business; (vii) our ability to develop or sell solutions in a timely manner or maintain client relationships; (viii) competition for our solutions; (ix) harm to our brand and reputation; (x) unfavorable global economic conditions including, but not limited to, volatility in interest rates, foreign currency markets, inflation, and supply chain disruptions; (xi) risks associated with operating and expanding internationally; (xii) failure to prevent cybersecurity incidents or the perception that confidential information is not secure; (xiii) failure in the integrity of our data or systems; (xiv) system failures and personnel disruptions, which could delay the delivery of our solutions to our clients; (xv) loss of access to data sources or ability to transfer data across the data sources in markets where we operate; (xvi) failure of our software vendors and network and cloud providers to perform as expected or if our relationship is terminated; (xvii) loss or diminution of one or more of our key clients, business partners or government contracts; (xviii) dependence on strategic alliances, joint ventures and acquisitions to grow our business; (xix) our ability to protect our intellectual property adequately or cost-effectively; (xx) claims for intellectual property infringement; (xxi) interruptions, delays or outages to subscription or payment processing platforms; (xxii) risks related to acquiring and integrating businesses and divestitures of existing businesses; (xxiii) our ability to retain members of the senior leadership team and attract and retain skilled employees; (xxiv) risks related to changes in the political and legislative landscape in which we operate (including as a result of changes in domestic and international governments and policies) and potential corporate tax reform, and our ability to adapt to those changes as well as adaptation by our key customers and suppliers; (xxv) risks related to registration and other rights held by certain of our largest shareholders; (xxvi) an outbreak of disease, global or localized health pandemic or epidemic, or the fear of such an event, including the global economic uncertainty and measures taken in response; (xxvii) the potential for political, social, or economic unrest, terrorism, hostilities or war, including increased economic uncertainty related to the ongoing conflict between Russia and Ukraine, the conflict in the Middle East, and associated trends in macroeconomic conditions, and (xxviii) the other factors described under the headings “Risk Factors,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” “Cautionary Note Regarding Forward-Looking Statements” and other sections of our Annual Report on Form 10-K filed with the Securities and Exchange Commission (“SEC”) on February 21, 2025 (the “Company’s 2024 Annual Report”).

No Offer or Solicitation; Additional Information and Where to Find It

This communication is not intended to and does not constitute an offer to sell or the solicitation of an offer to subscribe for or buy or an invitation to purchase or subscribe for any securities or the solicitation of any vote or approval in any jurisdiction, nor shall there be any sale, issuance or transfer of securities in any jurisdiction in contravention of applicable law. In connection with the proposed merger, the Company intends to file relevant materials with the SEC, including a preliminary proxy statement on Schedule 14A to be filed with the SEC (the “Proxy Statement”). This communication is not a substitute for the Proxy Statement or any other document that the Company may file with the SEC or send to its shareholders in connection with the proposed merger. SHAREHOLDERS OF THE COMPANY ARE ADVISED TO READ THE PROXY STATEMENT AND ANY OTHER DOCUMENTS FILED BY THE COMPANY WITH THE SEC IN CONNECTION WITH THE PROPOSED MERGER BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT THE COMPANY, THE PROPOSED MERGER AND THE BUSINESS TO BE CONDUCTED AT THE SPECIAL MEETING. All such documents, when filed, may be obtained free of charge at the SEC’s website (<http://www.sec.gov>). These documents, once available, and the Company’s other filings with the SEC also will be available free of charge on the Company’s website at <https://investor.dnb.com/financials/sec-filings/default.aspx>.

Participants in the Solicitation

The Company, its directors and certain of its executive officers and employees may be deemed participants in the solicitation of proxies from stockholders in connection with the proposed merger. Information regarding the names of the Company’s directors and executive officers and certain other individuals and their respective interests in the Company by security holdings or otherwise is set forth in the Company’s definitive proxy statement on Schedule 14A for its 2024 annual meeting of stockholders, filed with the SEC on April 25, 2024 (the “2024 Definitive Proxy”), which is available [here](#). Please refer to the sections captioned “Executive Compensation” and “Security Ownership of Certain Beneficial Owners” in the 2024 Definitive Proxy. To the extent that certain Company participants or their affiliates have acquired or disposed of security holdings since the “as of” date disclosed in the 2024 Definitive Proxy, such transactions have been or will be reflected on Statements of Change in Ownership on Form 4 or amendments to beneficial ownership reports on Schedules 13D filed with the SEC, which are available at: <https://www.sec.gov/cgi-bin/browse-edgar?CIK=0001799208&owner=exclude>. Such filings and the 2024 Definitive Proxy are available free of charge on the Company’s website at <https://investor.dnb.com/financials/sec-filings/default.aspx> or through the SEC’s website at www.sec.gov. Updated information regarding the identity of potential participants, and their direct or indirect interests, by security holdings or otherwise, will be set forth in the Company’s proxy statement on Schedule 14A and other materials to be filed with the SEC in connection with the proposed merger.

Contacts

For Dun & Bradstreet:

Media Contact:

PR@dnb.com

904-648-6130

Investor Contact:

IR@dnb.com

904-648-8006

For Clearlake:

Media Contact:

Jennifer Hurson

jhurson@lambert.com

845-507-0571
