

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

**Current Report
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported):
November 1, 2024**

Definitive Healthcare Corp.

(Exact name of Registrant as Specified in Its Charter)

Commission File Number 001-40815

Delaware
(State
of Incorporation)

86-3988281
(IRS Employer
Identification No.)

**492 Old Connecticut Path, Suite 401
Framingham, Massachusetts 01701**
(Address of Principal Executive Offices)

508 720-4224
Registrant's telephone number, including area code

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

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

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

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

Title of Each Class	Trading Symbol	Name of Each Exchange on Which Registered
Class A Common Stock, \$0.001 par value	DH	The NASDAQ Stock Market LLC

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

Emerging growth company

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

Item 2.02 Results of Operations and Financial Condition.

On November 7, 2024, Definitive Healthcare Corp. (the “Company”) issued a press release announcing its financial results for the third quarter ended September 30, 2024. A copy of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated by reference herein.

The information furnished in this Item 2.02 on this Current Report on Form 8-K, including Exhibit 99.1, shall not be deemed “filed” for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference into any filing under the Securities Act of 1933, as amended (the “Securities Act”), or the Exchange Act, regardless of any general incorporation language in such filing.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On November 7, 2024, the Company announced that, following discussions regarding the scope of the role of Chief Financial Officer, Richard Booth, the Company’s Chief Financial Officer, and the Company agreed that Mr. Booth will be leaving the Company effective June 1, 2025. Mr. Booth will continue to serve as Chief Financial Officer until June 1, 2025, unless his successor is duly appointed prior to such date. The Company’s Board of Directors made this decision on November 1, 2024 and determined that Mr. Booth’s departure constitutes a termination of employment without “cause” for purposes of any employment, equity compensation, or benefit agreement, plan, or arrangement of the Company and its subsidiaries to which Mr. Booth is a party or otherwise participates.

In the interest of ensuring a smooth transition, the Board awarded Mr. Booth a short-term retention incentive in the form of 92,379 time-vesting restricted stock units (“RSUs”) under the Company’s 2021 Equity Incentive Plan, granted effective November 5, 2024. Such RSUs will vest on November 1, 2025 subject to Mr. Booth’s continued service.

The Company will be commencing a search, which will include both internal and external candidates, to identify Mr. Booth’s successor prior to his June 1, 2025 departure date.

Item 8.01 Other Events

On November 1, 2024, the Company’s Board of Directors authorized a stock repurchase program of up to \$100.0 million of its Class A Common Stock, which expires on December 31, 2025 (the “Repurchase Program”), which will take effect upon the expiration or completion of the Company’s previously announced \$20.0 million stock repurchase program. Repurchases may be effected, from time to time, either on the open market (including pre-set trading plans), in privately negotiated transactions, and other transactions in accordance with applicable securities laws.

The timing and the amount of any repurchased Class A Common Stock will be determined by the Company’s management based on its evaluation of market conditions and other factors. The Repurchase Program will be funded using the Company’s working capital. Any repurchased shares of Class A Common Stock will be retired. The Repurchase Program does not obligate the Company to acquire any particular amount of Class A Common Stock, and the Repurchase Program may be suspended or discontinued at any time at the Company’s discretion. As of November 7, 2024, no repurchases have been made pursuant to the Repurchase Program.

On November 7, 2024, the Company and Advent International entered into a voting agreement, pursuant to which Advent International and its affiliated funds (“Advent”) agreed, on each matter brought to a vote at any annual or special meeting of the Company’s stockholders and in connection with any action proposed to be taken by consent of the Company’s stockholders in lieu of a meeting, to vote all shares of voting stock of the Company, or other voting or equity securities of the Company which could be issued (collectively, “Voting Securities”) beneficially owned by Advent that exceed 40.3% of the outstanding Voting Securities of the Company as a result of the Repurchase Program (the “Excess Voting Securities”), in the same proportion as all votes cast by stockholders other than Advent. Any Voting Securities that are not Excess Voting Securities may be voted at the discretion of Advent.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

10.1	Voting Agreement date November 7, 2024.
99.1	Press Release Dated November 7, 2024 (furnished herewith pursuant to Item 2.02)
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

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

DEFINITIVE HEALTHCARE CORP.

By: /s/ Richard Booth
Name: Richard Booth
Title: Chief Financial Officer

Date: November 7, 2024

VOTING AGREEMENT

THIS VOTING AGREEMENT, dated as of November 7, 2024 (this "*Agreement*"), is entered into by and among DEFINITIVE HEALTHCARE CORP., a Delaware corporation (the "*Company*"), ADVENT INTERNATIONAL, L.P., a Delaware limited partnership ("*Advent*"), and each of the other undersigned parties hereto (together with Advent, the "*Advent Stockholders*"). Each of the Company and the Advent Stockholders is referred to herein individually as a "*Party*" and collectively as the "*Parties*."

WHEREAS, the Advent Stockholders are the record holders of 62,493,676 shares (such shares, the "*Advent Shares*") of the Company's Class A common stock, par value \$0.001 per share (the "*Class A Common Stock*") as of the date of this Agreement;

WHEREAS, on November 1, 2024, the Board authorized the repurchase of up to \$100 million of shares of Class A Common Stock (the "*Repurchase Authorization*"); and

WHEREAS, the Parties desire to set forth certain agreements herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and intending to be legally bound hereby, the Parties hereby agree as follows:

ARTICLE I**VOTING OF VOTING SECURITIES****1.01 Voting Agreement.**

(a) On each matter brought to a vote at any annual or special meeting of the Company's stockholders, however called, including any adjournment or postponement thereof, and in connection with any action proposed to be taken by written consent of the Company's stockholders in lieu of a meeting of stockholders, the Advent Stockholders shall, and Advent shall cause each of the other Advent Parties to, take all actions necessary to vote or duly execute and deliver written consents with respect to, as applicable, the aggregate number of Advent Covered Interests that represent incremental voting power held by the Advent Parties as of the applicable record date in excess of the Current Voting Level resulting from any reduction to the number of shares of Common Stock outstanding due to the Authorized Share Repurchases (such Advent Covered Interests representing such incremental voting power in excess of the Current Voting Level, the "*Excess Voting Securities*") in the same proportion (which proportion shall be determined by the good faith estimate of the Board as near as practicable (and prior) to such annual or special meeting or the effectiveness of such stockholder action by written consent, as applicable) as all other votes cast or effective written consents duly executed and delivered with respect to the applicable matter (such proportion to be determined without inclusion of the votes cast or written consents delivered in respect of any Advent Covered Interests). As used in this Agreement, the term "*Advent Covered Interests*" shall mean (i) the Advent Shares and (ii) any other Voting Securities acquired by any Advent Party after the date of this Agreement up to (but not in excess of) the number, if any, of any Advent Shares that any Advent Party transfers, sells or otherwise disposes of after the date of this Agreement. For the avoidance of doubt, nothing in this Agreement shall restrict in any way (i) the voting of or the exercise of the right to act by written consent in lieu of a meeting of stockholders with respect to any Voting Securities that are not Excess Voting Securities (which Voting Securities the Advent Parties may vote or exercise the right to act by written consent in lieu of a meeting of stockholders in their discretion); or (ii) the acquisition of Voting Securities and the voting of or exercise of any right with respect to any such acquired Voting Securities that are not Excess Voting Securities.

(b) Notwithstanding Section 1.01(a), Advent may request, by delivery of written notice to Secretary of the Company, on a confidential basis, that the Company waive in advance the requirements of Section 1.01(a) with respect to any specific vote of the Company's stockholders or action to be taken by written consent in lieu of a meeting of stockholders such that the Advent Parties may vote, or take action by written consent in lieu of a meeting of stockholders with respect to, the Excess Voting Securities in their discretion with respect to such specific vote or action. Any such waiver, to the extent granted, shall only serve as a waiver with respect to the specific vote at the specific annual or special meeting or the specific stockholder action by written consent, as applicable, for which the waiver is sought and shall not otherwise relieve the Advent Stockholders of any of their obligations under Section 1.01(a) for any other vote or stockholder action by written consent, including any other such other vote at a different annual or special meeting or any such other stockholder action by written consent. The approval of any such waiver may be provided on behalf of the Company by, and only by, the affirmative vote of a majority of the members of the Board then in office who are independent and disinterested with respect to the Advent Parties under Delaware law as determined by the Board (the "*Disinterested Directors*") or by the affirmative vote of a majority of the members of any Company Independent Committee (such vote, in either case, an "*Independent Approval*").

1.02 Cooperation.

(a) To the extent such information is not publicly disclosed, the Company shall promptly inform Advent not less frequently than monthly or promptly following the request by Advent, on a confidential basis, regarding any acquisitions of Voting Securities by the Company or any of its Subsidiaries.

(b) To the extent such information is not publicly disclosed, Advent shall promptly inform the Company following the request by the Company, on a confidential basis, regarding any acquisitions or dispositions of Voting Securities by any Advent Party.

(c) In connection with fixing or causing to be fixed the record date for each meeting of stockholders of the Company or for determining the stockholders of the Company entitled to act by written consent in lieu of a meeting of stockholders, as applicable, during the period that this Agreement is in effect, Advent shall promptly (and in any event no later than the fifth business day following the applicable record date) notify the Company in writing of the number of Advent Shares and other Voting Securities with respect to which each Advent Party and the Advent Parties in the aggregate hold of record or otherwise have Voting Control (as applicable) as of such record date.

(d) Each Advent Stockholder covenants and agrees that, except for this Agreement, such Advent Stockholder (x) has not entered into, and shall not enter into at any time while this Agreement remains in effect, any voting agreement or voting trust with respect to its Advent Covered Interests; (y) has not granted, and shall not grant at any time while this Agreement remains in effect, a proxy, consent or power of attorney with respect to its Advent Covered Interests; and (z) has not taken and shall not take any action that would prevent or disable such Advent Stockholder from performing in any material respect any of its obligations under this Agreement or circumvent the purpose of this Agreement.

(e) The Company and Advent agree to keep confidential any information reported to the other pursuant to this Section 1.02, except as required by Law.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

2.01 Representations and Warranties of the Company. The Company represents and warrants to the Advent Stockholders that: (a) the Company is a corporation duly incorporated, validly existing and in good standing under the Laws of the State of Delaware and has the corporate power and authority to enter into this Agreement and to carry out its obligations hereunder; (b) the execution and delivery of this Agreement by the Company and the performance by the Company of its obligations hereunder have been duly authorized by all necessary corporate action on the part of the Company and no other corporate proceedings on the part of the Company are necessary to authorize this Agreement or the performance by the Company of its obligations hereunder; (c) this Agreement has been duly executed and delivered by the Company and constitutes a valid and binding obligation of the Company, and, assuming this Agreement constitutes a valid and binding obligation of the Advent Stockholders, is enforceable against the Company in accordance with its terms (subject to the limitation of such enforcement by (i) the effect of bankruptcy, insolvency, reorganization, receivership, conservatorship, arrangement, moratorium or other laws affecting or relating to creditors' rights generally or (ii) the rules governing the availability of specific performance, injunctive relief or other equitable remedies and general principles of equity, regardless of whether considered in a proceeding in equity or at Law); and (d) none of the execution, delivery and performance of this Agreement by the Company constitutes a breach or violation of or conflicts with the Company's certificate of incorporation or bylaws or any material agreement to which the Company is a party.

2.02 Representations and Warranties of the Advent Stockholders. Each of the Advent Stockholders represents and warrants to the Company that: (a) it is an entity duly organized, validly existing and in good standing under the Laws of the jurisdiction in which it is organized and has the power and authority to enter into this Agreement and to carry out its obligations hereunder; (b) the execution and delivery of this Agreement by such Advent Stockholder and the performance by such Advent Stockholder of its obligations hereunder have been duly authorized by all necessary action on the part of such Advent Stockholder and no other proceedings on the part of such Advent Stockholder are necessary to authorize this Agreement or the performance by such Advent Stockholder of its obligations hereunder; (c) this Agreement has been duly executed and delivered by such Advent Stockholder and constitutes a valid and binding obligation of such Advent Stockholder, and, assuming this Agreement constitutes a valid and binding obligation of the Company, is enforceable against such Advent Stockholder in accordance with its terms (subject to the limitation of such enforcement by (i) the effect of bankruptcy, insolvency, reorganization, receivership, conservatorship, arrangement, moratorium or other laws affecting or relating to creditors' rights generally or (ii) the rules governing the availability of specific performance, injunctive relief or other equitable remedies and general principles of equity, regardless of whether considered in a proceeding in equity or at Law); and (d) none of the execution, delivery and performance of this Agreement by such Advent Stockholder constitutes a breach or violation of or conflicts with the organizational documents of such Advent Stockholder or any material agreement to which such Advent Stockholder is a party.

ARTICLE III

DEFINITIONS

3.01 Defined Terms. For purposes of this Agreement, the following terms shall have the following meanings:

“*Advent*” shall have the meaning set forth in the preamble to this Agreement.

“*Advent Covered Interests*” shall have the meaning set forth in Section 1.01(a).

“*Advent Parties*” shall mean (i) the Advent Stockholders and (ii) any other Person controlled by Advent that has Voting Control with respect to any Voting Securities. For purposes of this definition, “*control*” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of an entity, whether through the ownership of securities or partnership or other ownership interests, by contract or otherwise.

“*Advent Stockholders*” shall have the meaning set forth in the preamble to this Agreement.

“*Agreement*” shall have the meaning set forth in the preamble to this Agreement.

“*Authorized Share Repurchases*” shall mean the shares of Class A Common Stock repurchased by the Company pursuant to the Repurchase Authorization.

“*Board*” shall mean the Board of Directors of the Company.

“*business day*” shall mean any day other than a Saturday, a Sunday or any other day on which banks in New York, New York may, or are required to, remain closed.

“*Chosen Courts*” shall have the meaning set forth in Section 4.04.

“*Class A Common Stock*” shall have the meaning set forth in the recitals to this Agreement.

“*Class B Common Stock*” shall mean shares of the Company’s Class B common stock, par value \$0.00001 per share.

“*Commission*” shall mean the Securities and Exchange Commission.

“*Common Stock*” shall mean the Class A Common Stock and the Class B Common Stock.

“*Company*” shall have the meaning set forth in the preamble to this Agreement.

“*Company Independent Committee*” shall mean a committee of the Board composed solely of one or more Disinterested Directors.

“*Current Voting Level*” shall mean 40.3% of the total voting power of all of the outstanding Voting Securities of the Company.

“*Excess Voting Securities*” shall have the meaning set forth in Section 1.01(a).

“*Exchange Act*” shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder.

“**Governmental Authority**” shall mean any supranational, national, federal, state, provincial county, local or municipal government, or other political subdivision thereof, or any court, tribunal or arbitral body and any entity exercising executive, legislative, judicial, regulatory, taxing, administrative, prosecutorial or arbitral functions of or pertaining to government, domestic or foreign, including, for the avoidance of doubt, the Commission and any stock exchange.

“**Independent Approval**” shall have the meaning set forth in Section 1.01(b).

“**Law**” shall mean all applicable supranational, national, federal, state, provincial, county, local, municipal or other laws, statutes, ordinances, regulations and rules of any Governmental Authority (including the rules and regulations of the Commission and applicable stock exchange rules), and all judgments, orders, writs, awards, preliminary or permanent injunctions or decrees of any Governmental Authority.

“**Litigation**” shall have the meaning set forth in Section 4.04.

“**Parties**” shall have the meaning set forth in the preamble to this Agreement.

“**Person**” shall mean any individual, partnership, joint venture, corporation, limited liability company, trust, trustee, unincorporated organization, other entity, government or department or agency of a government.

“**Subsidiary**” shall mean, as to any Person, any corporation or other Person at least a majority of the shares of stock or other ownership interests of which having general voting power under ordinary circumstances to elect a majority of the board of directors, managers or similar governing body of such corporation or other entity (irrespective of whether or not at the time stock or ownership interests of any other class or classes shall have or might have voting power by reason of the happening of any contingency) is, at the time as of which the determination is being made, owned by such Person, or one or more of its Subsidiaries or by such Person and one or more of its Subsidiaries.

“**Voting Control**” shall mean, with respect to any Voting Security, the power to vote, or direct the voting of, such Voting Security.

“**Voting Securities**” shall mean, with respect to any matter to be voted on or stockholder action proposed to be taken by written consent, (i) the Common Stock and (ii) any bonds, debentures, notes or other indebtedness or instruments or any other shares of capital stock or other voting or equity securities of or ownership interests in the Company that have the right to vote on such matter or act by written consent with respect to such action, as applicable.

ARTICLE IV

MISCELLANEOUS

4.01 Notices. Any notices or other communications required or permitted under, or otherwise in connection with this Agreement, shall be in writing and shall be deemed to have been duly delivered and received hereunder (i) one (1) business day after being sent for next business day delivery, fees prepaid, via a reputable nationwide overnight courier service; or (ii) immediately upon delivery by hand or by email transmission (*provided* in the case of email transmission that no automated message of non-delivery is received from the required recipient thereof), in each case to the intended recipient as set forth below:

if to the Company, to:

Definitive Healthcare Corp.
492 Old Connecticut Path, Suite 401
Framingham, Massachusetts 01701
Attention: General Counsel
Email: [***]@definitivehc.com

with a copy to:

Cooley LLP
[***]
[***]
Attention: Alfred Browne; Kevin Cooper
Email: [***]@cooley.com; [***]@cooley.com

if to Advent, to:

c/o Advent International, L.P.
[***]
[***]
Attention: Lauren Young; Advent Legal Department
Email: [***]@adventinternational.com

with a copy to:

Ropes & Gray LLP
[***]
[***]
Attention: Thomas Fraser; Neill Jakobe; Christian Westra
Email: [***]@ropesgray.com; [***]@ropesgray.com; [***]@ropesgray.com

or such other address, email address or facsimile number as such Party may hereafter specify by like notice to the other Parties hereto.

4.02 Amendments; No Waivers.

(a) Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the Parties, or in the case of a waiver, by Advent, if the waiver is to be effective against any of the Advent Parties, or by the Company, if the waiver is to be effective against the Company. Any amendment or waiver by the Company must be authorized by Independent Approval.

(b) No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Law.

4.03 Successors and Assigns; Parties in Interest. Neither this Agreement nor any of the rights or obligations under this Agreement shall be assigned, in whole or in part, by any Party without the prior written consent of the other Party (in the case of the Company, with such assignment or such consent to assignment being authorized by Independent Approval). Subject to the foregoing, the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer any rights, remedies or causes of action under or by reason of this Agreement upon any Person other than the Parties and their respective successors and permitted assigns.

4.04 Governing Law; Consent to Jurisdiction. This Agreement shall be construed in accordance with and governed by the internal Laws of the State of Delaware, without giving effect to the principles of conflicts of laws. Each of the Parties hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (or, solely if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware) (the "*Chosen Courts*"), for any action, proceeding or investigation in any court or before any Governmental Authority ("*Litigation*") arising out of or relating to this Agreement and the matters contemplated hereby and further agrees that service of any process, summons, notice or document by U.S. mail to its address set forth in this Agreement shall be effective service of process for any Litigation brought against it in any such court. Each of the Parties hereby irrevocably and unconditionally waives any objection to the laying of venue of any Litigation arising out of this Agreement or the matters contemplated hereby in the Chosen Courts, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such Litigation brought in any such court has been brought in an inconvenient forum. Each of the Parties irrevocably and unconditionally waives, to the fullest extent permitted by Law, any and all rights to trial by jury in connection with any Litigation arising out of or relating to this Agreement or the matters contemplated hereby.

4.05 Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

4.06 Specific Performance. Each of the Parties acknowledges and agrees that the Parties' respective remedies at law for a breach or threatened breach of any of the provisions of this Agreement would be inadequate and, in recognition of that fact, agree that, in the event of a breach or threatened breach by any Advent Party, on the one hand, or the Company, on the other hand, of the provisions of this Agreement, in addition to any remedies at law, the Company and Advent, respectively, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy that may then be available.

4.07 Termination. This Agreement shall terminate and thereafter be of no further force and effect for all Parties at the earlier of (i) such time as the Advent Parties cease to hold of record 30% or more of the Voting Securities then outstanding and (ii) such time as the shares of Class A Common stock are no longer listed on a national securities exchange.

4.08 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated; provided that the Parties shall negotiate in good faith to attempt to place the Parties in the same position as they would have been in had such provision not been held to be invalid, void or unenforceable.

4.09 Effective Time. This Agreement shall be effective as of the date first written above.

4.10 Entire Agreement. This Agreement embodies the complete agreement and understanding between the Parties with respect to the subject matter hereof and supersedes and preempts any prior understandings, agreements or representations by or between the Parties, written or oral, that may have related to the subject matter hereof in any way.

4.11 No Third Party Beneficiaries. Nothing in this Agreement shall be construed as giving any Person, other than the Parties and their respective successors, legal representatives and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any provision hereof.

4.12 Interpretation. References in this Agreement to Articles and Sections shall be deemed to be references to Articles and Sections of this Agreement, unless the context shall otherwise require. The words “*include*,” “*includes*” and “*including*” shall be deemed to be followed by the phrase “*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 such agreement or instrument. Words in the singular shall be held to include the plural and vice versa. References to “*written*” or “*in writing*” include in electronic form. The word “*or*” shall not be exclusive. The phrase “*to the extent*” shall mean the degree to which a subject or other thing extends, and not merely “*if*.” Each of the Parties has participated in the negotiation and drafting of this Agreement and if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or burdening any party by virtue of the authorship of any of the provisions in this Agreement. A reference to any Person includes such Person’s successors and permitted assigns.

4.13 Headings. The titles of Articles and Sections of this Agreement are for convenience only and shall not be interpreted to limit or otherwise affect the provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Voting Agreement to be duly executed as of the day and year first above written.

DEFINITIVE HEALTHCARE CORP.

By: /s/ Matt Ruderman

Name: Matt Ruderman

Title: Chief Legal Officer

[SIGNATURE PAGE TO VOTING AGREEMENT]

IN WITNESS WHEREOF, the Parties have caused this Voting Agreement to be duly executed as of the day and year first above written.

ADVENT INTERNATIONAL, L.P.

By: ADVENT INTERNATIONAL GP, LLC, GENERAL PARTNER

By: /s/ Neil Crawford

Name: Neil Crawford

Title: Vice President of Finance – Fund Administration

[SIGNATURE PAGE TO VOTING AGREEMENT]

**Advent International GPE IX-A SCSp
Advent International GPE IX-D SCSp
Advent International GPE IX-E SCSp
Advent Partners GPE IX Strategic Investors SCSp**

By: GPE IX GP S.à r.l., General Partner
By: Advent International GPE IX, LLC, Manager

By: /s/ Justin Nuccio
Justin Nuccio, Manager

By: Advent International, L.P., Manager
By: Advent International GP, LLC, General Partner

By: /s/ Neil Crawford
Name: Neil Crawford
Title: Vice President of Finance – Fund Administration

ADVENT GLOBAL TECHNOLOGY-A SCSP

By: Advent Global Technology GP S.à r.l., General Partner
By: Advent Global Technology LLC, Manager

By: /s/ Justin Nuccio
Justin Nuccio, Manager

By: Advent International, L.P., Manager
By: Advent International GP, LLC, General Partner

By: /s/ Neil Crawford
Name: Neil Crawford
Title: Vice President of Finance – Fund Administration

[SIGNATURE PAGE TO VOTING AGREEMENT]

Advent International GPE IX-B Limited Partnership
Advent International GPE IX-C Limited Partnership
Advent International GPE IX-F Limited Partnership
Advent International GPE IX-G Limited Partnership
Advent International GPE IX-H Limited Partnership
Advent International GPE IX-I Limited Partnership

By: GPE IX GP Limited Partnership, General Partner
By: Advent International GPE IX, LLC, General Partner
By: Advent International, L.P., Manager
By: Advent International GP, LLC, General Partner

By: /s/ Neil Crawford
Name: Neil Crawford
Title: Vice President of Finance – Fund Administration

Advent Partners GPE IX Cayman Limited Partnership **Advent Partners GPE IX-A Cayman Limited Partnership** **Advent Partners GPE IX-B Cayman Limited Partnership** **Advent Partners GPE IX Limited Partnership**
Advent Partners GPE IX-A Limited Partnership

By: AP GPE IX GP Limited Partnership, General Partner
By: Advent International GPE IX, LLC, General Partner
By: Advent International, L.P., Manager
By: Advent International GP, LLC, General Partner

By: /s/ Neil Crawford
Name: Neil Crawford
Title: Vice President of Finance – Fund Administration

[SIGNATURE PAGE TO VOTING AGREEMENT]

Advent Global Technology Limited Partnership
Advent Global Technology-B Limited Partnership
Advent Global Technology-C Limited Partnership
Advent Global Technology-D Limited Partnership
Advent Global Technology Strategic Investors Limited Partnership

By: Advent Global Technology GP Limited Partnership, General Partner

By: Advent Global Technology LLC, General Partner

By: Advent International, L.P.,
Manager

By: Advent International GP, LLC,
General Partner

By: /s/ Neil Crawford

Name: Neil Crawford

Title: Vice President of Finance – Fund Administration

Advent Partners AGT Limited Partnership
Advent Partners AGT-A Limited Partnership
Advent Partners AGT Cayman Limited Partnership

By: AP AGT GP Limited Partnership, General Partner

By: Advent Global Technology LLC, General Partner

By: Advent International, L.P.,
Manager

By: Advent International GP, LLC,
General Partner

By: /s/ Neil Crawford

Name: Neil Crawford

Title: Vice President of Finance – Fund Administration

[SIGNATURE PAGE TO VOTING AGREEMENT]

Advent Global Opportunities Master Limited Partnership (formerly Sunley House Capital Master Limited Partnership)

By: Advent Global Opportunities GP LP (formerly Sunley House Capital GP LP), its General Partner
By: Advent Global Opportunities GP LLC (formerly Sunley House Capital GP LLC), its General Partner

By: /s/ Mohammed Anjarwala
Name: Mohammed Anjarwala
Title: Managing Director

[SIGNATURE PAGE TO VOTING AGREEMENT]

Definitive Healthcare Reports Financial Results for Third Quarter Fiscal Year 2024

Third quarter revenue exceeded guidance, and the Company announced a \$100 million repurchase authorization

Framingham, MA (November 7, 2024) – Definitive Healthcare Corp. (“Definitive Healthcare” or the “Company”) (Nasdaq: DH), an industry leader in healthcare commercial intelligence, today announced financial results for the quarter ended September 30, 2024.

Third Quarter 2024 Financial Highlights:

- **Revenue** was \$62.7 million, a decrease of 4% from \$65.3 million in Q3 2023.
- **Net Loss**, inclusive of goodwill impairment charges of \$228.2 million, was \$(187.8) million, or (300%) of revenue, down 24% compared to \$(248.7) million, inclusive of goodwill impairment charges of \$287.4 million, or (381%) of revenue in Q3 2023.
- **Adjusted Net Income** was \$15.4 million, compared to \$14.6 million in Q3 2023.
- **Adjusted EBITDA** was \$20.6 million, down 5% from Q3 2023, and 33% of revenue, compared to \$21.7 million, or 33% of revenue in Q3 2023.
- **Cash Flow from Operations** was \$19.4 million in the quarter.
- **Unlevered Free Cash Flow** was \$24.3 million in the quarter.

“Our financial performance this quarter exceeded the high end of our guidance on revenue, adjusted net income, and adjusted EBITDA,” said Kevin Coop, CEO of Definitive Healthcare. “We experienced an improvement in expansion sales compared to Q2, and were pleased to welcome back several former customers, who either saw improvements in their financial situations or recognized the strategic value they were missing by not having access to our data and solutions. While it’s still early, we view these dynamics as promising indicators of momentum ahead.”

Recent Business and Operating Highlights:

Customer Wins

In the third quarter, Definitive Healthcare grew its enterprise customer base by 1 year-over-year, ending the quarter with 530 enterprise customers, defined as those customers with more than \$100,000 in annual recurring revenue. Customer wins included:

- A leading health organization dedicated to Alzheimer's care, support and research recently returned to Definitive Healthcare in Q3 2024, after switching to a lower-cost alternative in 2023. They cited our comprehensive data, and strong commitment to partnering with them for success.
- A California-based pharmaceutical company, dedicated to developing life-changing treatments for ophthalmic diseases, has chosen Definitive Healthcare to assess the market potential for a groundbreaking long-term drug delivery platform. Our data and insights are empowering them to better understand the landscape of surgeons performing minimally invasive glaucoma surgeries, enabling more informed strategic decisions.
- A specialty food and beverage company catering to individuals with swallowing difficulties has chosen Definitive Healthcare to support their sales and marketing efforts. Their sales team is leveraging View to engage physicians and skilled nursing facilities, who play a critical role as key influencers and referrers for these specialized products. Their marketing team will be using Definitive Healthcare's Populi platform to drive targeted digital marketing campaigns aimed at consumers with specific dietary needs.

Share Repurchase

On November 1, 2024, the Company's Board of Directors authorized a stock repurchase program of up to an aggregate of \$100.0 million of its Class A Common Stock, which expires on December 31, 2025, and which will take effect upon the expiration or completion of the Company's previously announced \$20.0 million stock repurchase program. The repurchases will be made from time to time on the open market at prevailing market prices or in negotiated transactions off the market.

Executive Transition

On November 7, 2024, the Company announced that, following discussions regarding the scope of the role of Chief Financial Officer, Richard Booth, the Company's Chief Financial Officer, and the Company agreed that Mr. Booth will be leaving the Company effective June 1, 2025. The Company will be commencing a search, which will include both internal and external candidates, to identify Mr. Booth's successor prior to his departure date. "I want to thank Rick for his many contributions over the last four years, including establishing a strong finance team, taking the company public, and acting as a strategic sounding board to both management and the board," said Kevin Coop, CEO of Definitive Healthcare. "We have every confidence in a smooth CFO transition."

"The past four years at Definitive Healthcare have been an incredible experience, including multiple financings and the opportunity to work with an amazing team of people," said Richard Booth, CFO of Definitive Healthcare. "I am proud of the team's accomplishments and believe DH is well positioned to deliver long-term growth and profitability."

Business Outlook

Based on information as of November 7, 2024, the Company is issuing the following financial guidance.

Fourth Quarter 2024:

- **Revenue** is expected to be in the range of \$60.0 – \$61.0 million.
- **Adjusted Operating Income** is expected to be in the range of \$14.0 – \$15.0 million.
- **Adjusted EBITDA** is expected to be in the range of \$16.0 – \$17.0 million, and 26 – 28 % adjusted EBITDA margin.
- **Adjusted Net Income** is expected to be \$10.5 – \$11.5 million.
- **Adjusted Net Income Per Diluted Share** is expected to be approximately \$0.07 per share on approximately 154.4 million weighted-average shares outstanding.

Full Year 2024:

- **Revenue** is expected to be in the range of \$250.0 – \$251.0 million.
- **Adjusted Operating Income** is expected to be in the range of \$71.0 – \$72.0 million.
- **Adjusted EBITDA** is expected to be in the range of \$77.5 – \$78.5 million, for a full-year adjusted EBITDA margin of ~31%.
- **Adjusted Net Income** is expected to be \$53.0 – \$54.0 million.
- **Adjusted Net Income Per Diluted Share** is expected to be \$0.34 – \$0.35 per share on approximately 155.9 million weighted-average shares outstanding.

We do not provide a quantitative reconciliation of the forward-looking non-GAAP financial measures included in this press release to the most directly comparable GAAP measures due to the high variability and difficulty to predict certain items excluded from these non-GAAP financial measures; in particular, the effects of equity-based compensation expense, taxes and amounts under the tax receivable agreement, deferred tax assets and deferred tax liabilities, and transaction, integration, and restructuring expenses. We expect the variability of these excluded items may have a significant, and potentially unpredictable, impact on our future GAAP financial results.

Conference Call Information

Definitive Healthcare will host a conference call today November 7, 2024, at 5:00 p.m. (Eastern Time) to discuss the Company's full financial results and current business outlook. Participants may access the call at 1-877-358-7298 or 1-848-488-9244. Shortly after the conclusion of the call, a replay of this conference call will be available through December 7, 2024, at 1-800-645-7964 or 1-757-849-6722. The replay passcode is 1765#. A live audio webcast of the event will be available on Definitive Healthcare's Investor Relations website at <https://ir.definitivehc.com/>.

About Definitive Healthcare

At Definitive Healthcare, our passion is to transform data, analytics and expertise into healthcare commercial intelligence. We help clients uncover the right markets, opportunities and people, so they can shape tomorrow's healthcare industry. Learn more at definitivehc.com.

Forward-Looking Statements

This press release includes forward-looking statements that reflect our current views with respect to future events and financial performance. Such statements are provided under the “safe harbor” protection of the Private Securities Litigation Reform Act of 1995. Forward-looking statements include all statements that do not relate solely to historical or current facts, and can generally be identified by words or phrases written in the future tense and/or preceded by words such as “likely,” “will,” “should,” “may,” “anticipates,” “intends,” “plans,” “seeks,” “believes,” “estimates,” “expects,” “continues,” “assumes,” “would,” “potentially” or similar words or variations thereof, or the negative thereof, references to future periods, or by the inclusion of forecasts or projections, but these terms are not the exclusive means of identifying such statements. Examples of forward-looking statements include, but are not limited to, statements we make regarding our outlook, financial guidance, the benefits of our healthcare commercial intelligence solutions, our overall future prospects, our competitive position, customer behaviors and use of our solutions, the market, industry and macroeconomic environment, our plans to improve our operational and financial performance, including the expected benefits of these plans, our business, growth strategies, go-to-market and product development efforts and future expenses, our market opportunity, our ability to successfully transition executive leadership, customer growth and statements reflecting our expectations about our ability to execute on our strategic plans, achieve future growth and profitability and achieve our financial goals.

Forward-looking statements in this press release are based on our current expectations and assumptions regarding our business, the economy and other future conditions. Because forward-looking statements relate to the future, by their nature, they are subject to inherent uncertainties, risks and changes in circumstances that are difficult to predict. As a result, our actual results may differ materially from those contemplated by the forward-looking statements. Important factors that could cause actual results to differ materially from those in the forward-looking statements include the following: our inability to realize expected business or financial benefits from acquisitions and the risk that our acquisitions or investments could prove difficult to integrate, disrupt our business, dilute stockholder value and adversely affect our business, financial condition and results of operations; our inability to achieve the anticipated cost savings, operating efficiencies or other benefits of our internal restructuring activities; global geopolitical tension and difficult macroeconomic conditions; actual or potential changes in international, national, regional and local economic, business and financial conditions, including recessions, inflation, high interest rates, volatility in the capital markets and related market uncertainty; the impact of challenging macroeconomic conditions on our new and existing customers; our inability to acquire new customers and generate additional revenue from existing customers; our inability to generate sales of subscriptions to our platform or any decline in demand for our platform and the data we offer; the competitiveness of the market in which we operate and our ability to compete effectively; the failure to maintain and improve our platform, or develop new modules or insights for healthcare commercial intelligence; the inability to obtain and maintain accurate, comprehensive or reliable data, which could result in reduced

demand for our platform; the risk that our recent growth rates may not be indicative of our future growth; the inability to achieve or sustain GAAP or non-GAAP profitability in the future as we increase investments in our business; the loss of our access to our data providers; the failure to respond to advances in healthcare commercial intelligence; an inability to attract new customers and expand subscriptions of current customers; our ability to successfully transition executive leadership; the risk of cyber-attacks and security vulnerabilities; litigation, investigations or other legal, governmental or regulatory actions; the possibility that our security measures are breached or unauthorized access to data is otherwise obtained; the risk that additional material weaknesses or significant deficiencies that will occur in the future; and the risks of being required to collect sales or other related taxes for subscriptions to our platform in jurisdictions where we have not historically done so.

Additional factors or events that could cause our actual performance to differ from these forward-looking statements may emerge from time to time, and it is not possible for us to predict all of them. Should one or more of these risks or uncertainties materialize, or should any of our assumptions prove incorrect, our actual financial condition, results of operations, future performance and business may vary in material respects from the performance projected in these forward-looking statements.

For additional discussion of factors that could impact our operational and financial results, refer to our Quarterly Report on Form 10-Q for the three months ended September 30, 2024 that will be filed following this earnings release, as well as our Current Reports on Form 8-K and other subsequent SEC filings, which are or will be available on the Investor Relations page of our website at ir.definitivehc.com and on the SEC website at www.sec.gov.

All information in this press release speaks only as of the date on which it is made. We undertake no obligation to publicly update this information, whether as a result of new information, future developments or otherwise, except as may be required by law.

Website

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

Non-GAAP Financial Measures

We have presented supplemental non-GAAP financial measures as part of this earnings release. We believe that these supplemental non-GAAP financial measures are useful to investors because they allow for an evaluation of the Company with a focus on the performance of its core operations, including providing meaningful comparisons of financial results to historical periods and to the financial results of peer and competitor companies. Our use of these non-GAAP terms may vary from the use of similar terms by other companies in our industry and accordingly may not be comparable to similarly titled measures used by other companies and are not measures of performance calculated in accordance with GAAP. Our presentation of these non-GAAP financial measures are intended as supplemental measures of our performance that are not required by, or presented in accordance with, GAAP. These non-GAAP financial measures should not be considered as alternatives to loss from operations, net loss, earnings per share, or any other performance measures derived in accordance with GAAP or as measures of operating cash flows or liquidity. A reconciliation of GAAP to non-GAAP results has been provided in the financial statement tables included at the end of this press release. In evaluating our non-GAAP financial measures, you should be aware that in the future, we may incur expenses similar to those eliminated in these presentations.

We refer to Unlevered Free Cash Flow, Adjusted EBITDA, Adjusted EBITDA Margin, Adjusted Gross Profit, Adjusted Gross Margin, Adjusted Operating Income, Adjusted Net Income and Adjusted Net Income Per Diluted Share as non-GAAP financial measures. These non-GAAP financial measures are not required by or prepared in accordance with generally accepted accounting principles in the U.S. ("GAAP"). These are supplemental financial measures of our performance and should not be considered substitutes for cash provided by (used in) operating activities, loss from operations, net (loss) income, net (loss) income margin, gross profit, gross margin, or any other measure derived in accordance with GAAP.

We define Unlevered Free Cash Flow as net cash provided by operating activities less purchases of property, equipment and other assets, plus cash interest expense, and cash payments related to transaction, integration, and restructuring related expenses, earnouts, and other non-core items. Unlevered Free Cash Flow does not represent residual cash flow available for discretionary expenditures since, among other things, we have mandatory debt service requirements.

We define EBITDA as earnings before debt-related costs, including interest expense (income), income taxes and depreciation and amortization. Adjusted EBITDA is defined as EBITDA adjusted to exclude certain items of a significant or unusual nature, including other income, equity-based compensation, transaction, integration, and restructuring expenses, goodwill impairments and other non-core expenses. Adjusted EBITDA Margin is defined as Adjusted EBITDA as a percentage of revenue. Adjusted EBITDA and Adjusted EBITDA Margin are key metrics used by management and our board of directors to assess the profitability of our operations. We believe that Adjusted EBITDA and Adjusted EBITDA Margin provide useful information to help investors to assess our operating performance because these metrics eliminate non-core and unusual items and non-cash expenses, which we do not consider indicative of ongoing operational performance. We believe that these metrics are helpful to investors in measuring the profitability of our operations on a consolidated level.

We define Adjusted Gross Profit as gross profit excluding acquisition-related amortization and equity-based compensation costs and Adjusted Gross Margin is defined as Adjusted Gross Profit as a percentage of revenue. Adjusted Gross Profit and Adjusted Gross Margin are key metrics used by management and our board of directors to assess our operations. We exclude acquisition-related depreciation and amortization expenses as they have no direct correlation to the cost of operating our business on an ongoing basis. A small portion of equity-based compensation is included in cost of revenue in accordance with GAAP but is excluded from our Adjusted Gross Profit calculations due to its non-cash nature.

We define Adjusted Operating Income as loss from operations plus acquisition related amortization, equity-based compensation, transaction, integration, and restructuring expenses, goodwill impairments and other non-core expenses.

We define Adjusted Net Income as Adjusted Operating Income less interest (expense), income net, recurring income tax (provision) benefit, foreign currency (loss) gain, and tax impacts of adjustments. We define Adjusted Net Income Per Diluted Share as Adjusted Net Income divided by diluted outstanding shares.

In evaluating our non-GAAP financial measures, you should be aware that in the future we may incur expenses similar to those eliminated in these presentations.

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Definitive Healthcare Corp.
Condensed Consolidated Balance Sheets
(in thousands, except number of shares and par value; unaudited)

	September 30, 2024	December 31, 2023
Assets		
Current assets:		
Cash and cash equivalents	\$ 137,609	\$ 130,976
Short-term investments	167,779	177,092
Accounts receivable, net	35,754	59,249
Prepaid expenses and other assets	14,049	13,120
Deferred contract costs	13,486	13,490
Total current assets	368,677	393,927
Property and equipment, net	3,704	4,471
Operating lease right-of-use assets, net	8,274	9,594
Other assets	1,989	2,388
Deferred contract costs	14,136	17,320
Intangible assets, net	294,530	323,121
Goodwill	490,343	1,075,080
Total assets	\$ 1,181,653	\$ 1,825,901
Liabilities and Equity		
Current liabilities:		
Accounts payable	9,961	5,787
Accrued expenses and other liabilities	35,751	51,529
Deferred revenue	86,219	97,377
Term loan	13,750	13,750
Operating lease liabilities	2,495	2,239
Total current liabilities	148,176	170,682
Long term liabilities:		
Deferred revenue	21	9
Term loan	232,668	242,567
Operating lease liabilities	8,277	9,372
Tax receivable agreements liability	59,013	127,000
Deferred tax liabilities	30,767	67,163
Other liabilities	7,171	9,934
Total liabilities	486,093	626,727
Equity:		
Class A Common Stock, par value \$0.001, 600,000,000 shares authorized, 115,443,795 and 116,562,252 shares issued and outstanding at September 30, 2024 and December 31, 2023, respectively	115	117
Class B Common Stock, par value \$0.00001, 65,000,000 shares authorized, 39,460,224 and 39,393,407 shares issued and outstanding, respectively, at September 30, 2024, and 39,762,700 and 39,168,047 shares issued and outstanding, respectively, at December 31, 2023	—	—
Additional paid-in capital	1,087,555	1,086,581
Accumulated other comprehensive income	344	2,109
Accumulated deficit	(581,499)	(227,450)
Noncontrolling interests	189,045	337,817
Total equity	695,560	1,199,174
Total liabilities and equity	\$ 1,181,653	\$ 1,825,901

Definitive Healthcare Corp.
Condensed Consolidated Statements of Operations
(in thousands, except share amounts and per share data; unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
Revenue	\$ 62,697	\$ 65,325	\$ 189,914	\$ 185,483
Cost of revenue:				
Cost of revenue exclusive of amortization ⁽¹⁾	10,077	8,663	29,717	25,293
Amortization	3,589	3,232	10,330	9,676
Gross profit	49,031	53,430	149,867	150,514
Operating expenses:				
Sales and marketing ⁽¹⁾	20,130	22,804	63,435	70,929
Product development ⁽¹⁾	7,282	10,759	27,536	30,872
General and administrative ⁽¹⁾	11,354	14,545	40,764	42,294
Depreciation and amortization	9,474	9,795	28,205	29,073
Transaction, integration, and restructuring expenses	(1,995)	3,505	9,390	9,666
Goodwill impairment	228,153	287,400	591,794	287,400
Total operating expenses	274,398	348,808	761,124	470,234
Loss from operations	(225,367)	(295,378)	(611,257)	(319,720)
Other (expense) income, net				
Interest (expense) income, net	(7)	(433)	58	(1,434)
Other income, net	23,826	29,589	68,066	25,161
Total other income, net	23,819	29,156	68,124	23,727
Net loss before income taxes	(201,548)	(266,222)	(543,133)	(295,993)
Benefit from income taxes	13,724	17,534	36,404	19,728
Net loss	(187,824)	(248,688)	(506,729)	(276,265)
Less: Net loss attributable to noncontrolling interests	(56,928)	(77,162)	(152,680)	(84,110)
Net loss attributable to Definitive Healthcare Corp.	\$ (130,896)	\$ (171,526)	\$ (354,049)	\$ (192,155)
Net loss per share of Class A Common Stock:				
Basic and diluted	\$ (1.12)	\$ (1.50)	\$ (3.02)	\$ (1.72)
Weighted average Class A Common Stock outstanding:				
Basic and diluted	116,382,021	114,527,514	117,185,701	111,533,166

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

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
Cost of revenue	\$ 88	\$ 276	\$ 668	\$ 830
Sales and marketing	829	2,728	4,786	8,297
Product development	1,218	3,236	6,928	9,566
General and administrative	4,161	5,754	18,338	16,792
Total equity-based compensation expense	\$ 6,296	\$ 11,994	\$ 30,720	\$ 35,485

Definitive Healthcare Corp.
Condensed Consolidated Statements of Cash Flows
(in thousands; unaudited)

	<u>Three Months Ended September 30,</u>		<u>Nine Months Ended September 30,</u>	
	<u>2024</u>	<u>2023</u>	<u>2024</u>	<u>2023</u>
Cash flows provided by (used in) operating activities:				
Net loss	\$ (187,824)	\$ (248,688)	\$ (506,729)	\$ (276,265)
Adjustments to reconcile net loss to net cash provided by operating activities:				
Depreciation and amortization	562	432	1,719	1,391
Amortization of intangible assets	12,501	12,595	36,816	37,358
Amortization of deferred contract costs	3,943	3,445	11,463	9,475
Equity-based compensation	6,296	11,994	30,720	35,485
Amortization of debt issuance costs	176	176	527	527
Provision for doubtful accounts receivable	419	354	947	820
Non-cash impairment charges related to office leases	—	(143)	1,047	155
Goodwill impairment charges	228,153	287,400	591,794	287,400
Tax receivable agreement remeasurement	(24,183)	(29,675)	(68,151)	(24,977)
Changes in fair value of contingent consideration	(3,510)	—	(3,240)	—
Deferred income taxes	(13,774)	(17,304)	(36,609)	(19,728)
Changes in operating assets and liabilities:				
Accounts receivable	7,948	5,486	23,148	19,370
Prepaid expenses and other assets	(2,947)	(2,237)	(7,205)	(5,808)
Deferred contract costs	(2,596)	(3,913)	(8,275)	(13,020)
Contingent consideration	—	—	(602)	—
Accounts payable, accrued expenses, and other liabilities	5,116	1,434	(5,173)	(1,589)
Deferred revenue	(10,848)	(11,869)	(12,136)	(14,113)
Net cash provided by operating activities	<u>19,432</u>	<u>9,487</u>	<u>50,061</u>	<u>36,481</u>
Cash flows (used in) provided by investing activities:				
Purchases of property, equipment, and other assets	(767)	(305)	(1,443)	(2,383)
Purchases of short-term investments	(68,724)	(80,814)	(192,670)	(213,613)
Maturities of short-term investments	78,452	72,083	207,504	174,830
Cash paid for acquisitions, net of cash acquired	—	(45,023)	(13,530)	(45,023)
Net cash provided by (used in) investing activities	<u>8,961</u>	<u>(54,059)</u>	<u>(139)</u>	<u>(86,189)</u>
Cash flows used in financing activities:				
Repayments of term loans	(3,438)	(1,718)	(10,313)	(5,156)
Taxes paid related to net share settlement of equity awards	(495)	(782)	(7,270)	(3,397)
Repurchases of Class A Common Stock	(8,034)	—	(15,037)	—
Payments of contingent consideration	—	—	(1,000)	—
Payments under tax receivable agreement	—	—	(6,950)	(246)
Payments of equity offering issuance costs	—	—	—	(30)
Member distributions	(98)	(7,866)	(2,811)	(10,693)
Net cash used in financing activities	<u>(12,065)</u>	<u>(10,366)</u>	<u>(43,381)</u>	<u>(19,522)</u>
Net increase (decrease) in cash and cash equivalents	16,328	(54,938)	6,541	(69,230)
Effect of exchange rate changes on cash and cash equivalents	380	13	92	(244)
Cash and cash equivalents, beginning of period	120,901	132,385	130,976	146,934
Cash and cash equivalents, end of period	<u>\$ 137,609</u>	<u>\$ 77,460</u>	<u>\$ 137,609</u>	<u>\$ 77,460</u>
Supplemental cash flow disclosures:				
Cash paid during the period for:				
Interest	\$ 3,654	\$ 3,681	\$ 10,886	\$ 10,772
Income taxes	\$ —	\$ —	\$ —	\$ 136
Acquisitions:				
Net assets acquired, net of cash acquired	\$ —	\$ 52,659	\$ 13,675	\$ 52,659
Working capital adjustment receivable	—	164	(145)	164
Contingent consideration	—	(7,800)	—	(7,800)
Net cash paid for acquisitions	<u>\$ —</u>	<u>\$ 45,023</u>	<u>\$ 13,530</u>	<u>\$ 45,023</u>
Supplemental disclosure of non-cash investing activities:				
Capital expenditures included in accounts payable and accrued expenses and other liabilities	\$ 1,085	\$ 283	\$ 1,085	\$ 283

Definitive Healthcare Corp.
Reconciliations of Non-GAAP Financial Measures to Closest GAAP Equivalent

Reconciliation of GAAP Operating Cash Flow to Unlevered Free Cash Flow
(in thousands; unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
Net cash provided by operating activities	\$ 19,432	\$ 9,487	\$ 50,061	\$ 36,481
Purchases of property, equipment, and other assets	(767)	(305)	(1,443)	(2,383)
Interest paid in cash	3,654	3,681	10,886	10,772
Transaction, integration, and restructuring expenses paid in cash ^(a)	1,515	3,648	11,583	9,511
Earnout payment ^(b)	—	—	602	—
Other non-core items ^(c)	465	1,196	2,375	3,072
Unlevered Free Cash Flow	\$ 24,299	\$ 17,707	\$ 74,064	\$ 57,453

(a) Transaction and integration expenses paid in cash primarily represent legal, accounting, and consulting expenses related to our acquisitions. Restructuring expenses paid in cash relate to our restructuring plans.

(b) Earnout payment represents final settlement of contingent consideration included in cash flow from operations.

(c) Non-core items represent expenses driven by events that are typically by nature one-time, non-operational, and unrelated to our core operations.

Reconciliation of GAAP Net Loss to Adjusted Net Income and
GAAP Operating Loss to Adjusted Operating Income
(in thousands, except share and per share amounts; unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
Net loss	\$ (187,824)	\$ (248,688)	\$ (506,729)	\$ (276,265)
Add: Income tax benefit	(13,724)	(17,534)	(36,404)	(19,728)
Add: Interest expense (income), net	7	433	(58)	1,434
Add: Other income, net	(23,826)	(29,589)	(68,066)	(25,161)
Loss from operations	(225,367)	(295,378)	(611,257)	(319,720)
Add: Amortization of intangible assets acquired through business combinations	11,485	11,666	33,869	34,589
Add: Equity-based compensation	6,296	11,994	30,720	35,485
Add: Transaction, integration, and restructuring expenses	(1,995)	3,505	9,390	9,666
Add: Goodwill impairment charge	228,153	287,400	591,794	287,400
Add: Other non-core items	465	1,196	2,375	3,072
Adjusted Operating Income	19,037	20,383	56,891	50,492
Less: Interest (expense) income, net	(7)	(433)	58	(1,434)
Less: Recurring income tax (provision) benefit	(119)	355	609	2,549
Less: Foreign currency (loss) gain	(357)	(86)	(85)	184
Less: Tax impacts of adjustments to net loss	(3,161)	(5,643)	(14,883)	(15,747)
Adjusted Net Income	\$ 15,393	\$ 14,576	\$ 42,590	\$ 36,044
Shares for Adjusted Net Income Per Diluted Share ^(a)	155,519,356	154,970,793	156,339,848	154,592,703
Adjusted Net Income Per Share	\$ 0.10	\$ 0.09	\$ 0.27	\$ 0.23

(a) Diluted Adjusted Net Income Per Share is computed by giving effect to all potential weighted average Class A common stock and any securities that are convertible into Class A common stock, including Definitive OpCo units and restricted stock units. The dilutive effect of outstanding awards and convertible securities is reflected in diluted earnings per share by application of the treasury stock method assuming proceeds from unrecognized compensation as required by GAAP. Fully diluted shares are 163,996,756 and 162,910,958 as of September 30, 2024 and 2023, respectively.

Reconciliation of GAAP Gross Profit and Margin to Adjusted Gross Profit and Margin
(in thousands, except percentages; unaudited)

(in thousands)	Three Months Ended September 30,				Nine Months Ended September 30,			
	2024		2023		2024		2023	
	Amount	% of Revenue	Amount	% of Revenue	Amount	% of Revenue	Amount	% of Revenue
Reported gross profit and margin	\$ 49,031	78 %	\$ 53,430	82 %	\$ 149,867	79 %	\$ 150,514	81 %
Amortization of intangible assets acquired through business combinations	2,573	4 %	2,303	4 %	7,383	4 %	6,907	4 %
Equity compensation costs	88	0 %	276	0 %	668	0 %	830	0 %
Adjusted gross profit and margin	<u>\$ 51,692</u>	<u>82 %</u>	<u>\$ 56,009</u>	<u>86 %</u>	<u>\$ 157,918</u>	<u>83 %</u>	<u>\$ 158,251</u>	<u>85 %</u>

Reconciliation of GAAP Net Loss to Adjusted EBITDA
(in thousands, except percentages; unaudited)

(in thousands)	Three Months Ended September 30,				Nine Months Ended September 30,			
	2024		2023		2024		2023	
	Amount	% of Revenue	Amount	% of Revenue	Amount	% of Revenue	Amount	% of Revenue
Net loss and margin	\$ (187,824)	(300) %	\$ (248,688)	(381) %	\$ (506,729)	(267) %	\$ (276,265)	(149) %
Interest expense (income), net	7	0 %	433	1 %	(58)	(0) %	1,434	1 %
Benefit from income taxes	(13,724)	(22) %	(17,534)	(27) %	(36,404)	(19) %	(19,728)	(11) %
Depreciation & amortization	13,063	21 %	13,027	20 %	38,535	20 %	38,749	21 %
EBITDA and margin	(188,478)	(301) %	(252,762)	(387) %	(504,656)	(266) %	(255,810)	(138) %
Other income, net ^(a)	(23,826)	(38) %	(29,589)	(45) %	(68,066)	(36) %	(25,161)	(14) %
Equity-based compensation ^(b)	6,296	10 %	11,994	18 %	30,720	16 %	35,485	19 %
Transaction, integration, and restructuring expenses ^(c)	(1,995)	(3) %	3,505	5 %	9,390	5 %	9,666	5 %
Goodwill impairment ^(d)	228,153	364 %	287,400	440 %	591,794	312 %	287,400	155 %
Other non-core items ^(e)	465	1 %	1,196	2 %	2,375	1 %	3,072	2 %
Adjusted EBITDA and margin	<u>\$ 20,615</u>	<u>33 %</u>	<u>\$ 21,744</u>	<u>33 %</u>	<u>\$ 61,557</u>	<u>32 %</u>	<u>\$ 54,652</u>	<u>29 %</u>

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

(b) Equity-based compensation represents non-cash compensation expense recognized in association with equity awards made to employees and directors.

(c) Transaction and integration expenses primarily represent legal, accounting, and consulting expenses and fair value adjustments for contingent consideration related to our acquisitions. Restructuring expenses relate to the 2024 Restructuring Plan and those we committed to during the first and third quarters of 2023, as well as impairment and restructuring charges related to office closures, relocations, and consolidations.

(in thousands)	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
Merger and acquisition due diligence and transaction costs	\$ 1,114	\$ 1,033	\$ 2,410	\$ 4,110
Integration costs	211	474	939	805
Fair value adjustment for contingent consideration	(3,510)	—	(3,240)	—
Restructuring charges for severance and other separation costs	190	2,141	8,009	4,596
Office closure and relocation restructuring charges and impairments	—	(143)	1,272	155
Total transaction, integration and restructuring expenses	<u>\$ (1,995)</u>	<u>\$ 3,505</u>	<u>\$ 9,390</u>	<u>\$ 9,666</u>

(d) Goodwill impairment represents non-cash, pre-tax, goodwill impairment charges. We experienced declines in our market capitalization as a result of sustained decreases in our stock price, which represented triggering events requiring our management to perform quantitative goodwill impairment tests as of the end of the second and third quarters of 2024 and the third quarter of 2023. As a result of the impairment tests conducted in each respective period, we determined that the fair value of our single reporting unit was lower than its carrying value and, accordingly, recorded these impairment charges.

(e) Other non-core items represent expenses driven by events that are typically by nature one-time, non-operational, and/or unrelated to our core operations. These expenses are comprised of non-core legal and regulatory costs isolated to unique and extraordinary litigation, legal and regulatory matters that are not considered normal and recurring business activity, including sales tax accrual adjustments inclusive of penalties and interest for sales taxes that we may have been required to collect from customers in 2024 and in certain previous years, and other non-recurring legal and regulatory matters. Other non-core items also include non-recurring consulting fees and severance costs associated with strategic transition initiatives, as well as professional fees related to financing, capital structure changes, and other non-recurring costs.

<i>(in thousands)</i>	<u>Three Months Ended September 30,</u>		<u>Nine Months Ended September 30,</u>	
	<u>2024</u>	<u>2023</u>	<u>2024</u>	<u>2023</u>
Non-core legal and regulatory	\$ 363	\$ 1,003	\$ (1)	\$ 2,431
Consulting and severance costs for strategic transition initiatives	3	—	2,218	—
Other non-core expenses	99	193	158	641
Total other non-core items	<u>\$ 465</u>	<u>\$ 1,196</u>	<u>\$ 2,375</u>	<u>\$ 3,072</u>

