

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

**FORM 8-K**

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

**Date of Report (date of earliest event reported):  
May 3, 2022**

**Definitive Healthcare Corp.**  
(Exact name of registrant as specified in its charter)

Commission file number 1-40815

Delaware  
(State of  
incorporation)

86-3988281  
(I.R.S. Employer  
Identification No.)

550 Cochituate Rd  
Framingham, MA 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 May 5, 2022, Definitive Healthcare Corp. (the “Company”) issued a press release announcing its financial results for the first quarter ended March 31, 2022. 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 May 5, 2022, the Company announced that on May 3, 2022 its Board of Directors (the “Board”) appointed Robert Musslewhite, the Company’s current President, to the position of Chief Executive Officer (“CEO”), effective August 1, 2022. Effective on August 1, 2022, Jason Krantz, the Company’s founder, Chairman of the Board and current CEO will step down from his role as CEO, and become Executive Chairman of the Board. Mr. Musslewhite will continue to serve as a member of the Board.

Mr. Musslewhite, 52, has served as President of the Company since October 7, 2021 and has served as a member of the Board since June 2021. Prior to joining the Company, Mr. Musslewhite was the CEO of OptumInsight, the health services business of Optum, from August 2019 through August 2021, Optum360, Optum’s medical billing and coding business from March 2019 to August 2019, and Optum Analytics and Advisory Board Research, which provides research on healthcare strategy, care delivery, and operations from 2017 to March 2019. Mr. Musslewhite also served as CEO of The Advisory Board Company from 2008 until 2017 and Chairman from 2013 to 2017, at which time The Advisory Board Company was acquired by Optum. Prior to joining The Advisory Board Company, Mr. Musslewhite was an Associate Principal with McKinsey & Company, a global management consulting firm. Mr. Musslewhite currently serves on the boards of directors of CoStar Group, Ascend Learning, and Iodine Software and is a member of the Economics Club of Washington D.C. Mr. Musslewhite received a J.D. from Harvard Law School and an A.B. in Economics from Princeton University.

For a discussion of disclosure required pursuant Item 404(a) of Regulation S-K, see “Certain Relationships and Related Person Transactions – Mr. Musslewhite” in Company’s Proxy Statement filed with the Securities and Exchange Commission on April 12, 2022, which section is incorporated by reference herein.

### *Musslewhite Employment Agreement*

The Company entered into an Employment Agreement with Mr. Musslewhite, dated as of May 4, 2022 (the “Musslewhite Employment Agreement”). The Musslewhite Employment Agreement amends and restates Mr. Musslewhite’s prior employment agreement and sets forth certain terms of his employment as CEO of the Company commencing August 1, 2022. Pursuant to the terms of the Musslewhite Employment Agreement, Mr. Musslewhite will receive an annual base salary of \$429,000. Mr. Musslewhite will also be eligible to receive an annual bonus based on achieving specified performance targets and other requirements, which may include his performance as CEO. The Musslewhite Employment Agreement provides that Mr. Musslewhite will also be granted restricted stock units (“RSUs”), including (i) 333,322 RSUs, that will be eligible to vest 30% on the first anniversary of May 4, 2022, followed by quarterly vesting of 7% per quarter until fully vested over the subsequent 30 months, (ii) 83,333 RSUs that will be eligible to vest 25% on the first anniversary of May 4, 2022, followed by quarterly vesting of 6.25% per quarter until fully vested over the subsequent three years and (iii) 125,000 RSUs that will be eligible to cliff vest at the end of a three year performance period based upon the Total Shareholder Return versus the Nasdaq Composite index of SaaS and Health Care Information Technology companies. Mr. Musslewhite is eligible for reimbursement of certain expenses and will be entitled to participate in the Company’s benefit plans that are generally available to the Company’s executive employees.

If we terminate Mr. Musslewhite’s employment without “cause” or Mr. Musslewhite terminates his employment for “good reason,” then we must provide Mr. Musslewhite with (a) continuation of regular payments of base salary for a period of twelve months; (b) payment of the annual bonus to be earned by Mr. Musslewhite during the twelve month period following the date of termination of employment at the greater of “target” or the average bonus paid over the prior two years, payable in a lump sum; (c) acceleration of the vesting of all forms of time-based equity awarded to Mr. Musslewhite by the Company at any time, that would otherwise have vested during the twelve-month period following the termination date; (d) for performance-based equity awards, to the extent performance goals are capable of being achieved during the twelve-month period following the termination date, such equity awards shall remain outstanding and eligible to vest during such twelve month period and, if such performance goals are not achieved, shall be forfeited; (e) payment for twelve months of COBRA coverage, if applicable; and (f) the annual bonus earned with respect to the prior fiscal year.

If during a Change of Control Period (as defined in the Musslewhite Employment Agreement), Mr. Musslewhite’s employment is terminated without cause, or Mr. Musslewhite terminates his employment with good reason, then we must provide Mr. Musslewhite with (i) continuation of regular payments of base salary for a period of eighteen months from the date of termination of employment; (ii) payment of 1.5 times the annual bonus at a level equal to the greater of the annual target bonus or the average of the bonuses paid in the last two calendar years (if such history exists) to be earned by Mr. Musslewhite during the twelve month period following the date of termination of employment, payable in a lump sum; (iii) acceleration of the vesting of all forms of equity awarded to Mr. Musslewhite by the Company or its affiliates at any time, treating for such purposes any performance-based equity awards as specified pursuant to the terms of the Musslewhite Employment Agreement; and (iv) payment for eighteen months of COBRA coverage, if applicable.

The Musslewhite Employment Agreement includes customary provisions requiring confidentiality, assignment of inventions and non-competition and non-solicitation of our employees during employment and one year thereafter.

### *Krantz Executive Chairman Agreement*

The Company and Mr. Krantz entered into an Executive Chairman Agreement, dated as of May 4, 2022 (the “Krantz Executive Chairman Agreement”). The Krantz Executive Chairman Agreement supersedes Mr. Krantz’s existing employment agreement, except as otherwise explicitly provided in the Krantz Executive Chairman Agreement. The Krantz Executive Chairman Agreement provides that Mr. Krantz will continue to receive his current base salary during 2022 at the rate of \$428,655 and will receive an annual base salary at the rate of 75% of such amount during 2023. During 2022, Mr. Krantz will also be eligible to receive an annual bonus based on the same metrics as are applicable to the Company’s CEO. For 2023, the annual bonus will be determined based on the same metrics as are applicable to the CEO, but taking into account Mr. Krantz’s reduced base salary. Mr. Krantz will also be granted RSUs equal to 75% of the annual ordinary course time-based and/or performance-based equity grants, as applicable, made to the Company’s CEO at the time that the Company makes annual ordinary course time-based and/or performance-based equity grants to its executive level

employees in fiscal year 2023 (including but not limited to the annual ordinary course fiscal year 2023 grants of RSUs and performance-based RSUs made to the Company's CEO). Any such time-based RSUs will vest based upon Mr. Krantz's continued employment and in the case of performance-based RSUs, based upon such performance metrics as may be determined by the Board. The Krantz Executive Chairman Agreement includes customary provisions requiring confidentiality, assignment of inventions and non-competition and non-solicitation of our employees during employment and for two years thereafter.

The foregoing is not a complete description of Mr. Musslewhite's Employment Agreement or Mr. Krantz's Executive Chairman Agreement and is qualified in its entirety by reference to the full text and terms of the Employment Agreement and Executive Chairman Agreement, respectively, which are filed as Exhibit 10.1 and 10.2 to this current Report on Form 8-K, respectively, and are incorporated herein by reference.

#### **Item 7.01 Regulation FD Disclosures**

On May 5, 2022, the Company issued a press release announcing the appointment of Mr. Musslewhite as the Company's CEO and the transition of Mr. Krantz to Executive Chairman, effective August 1, 2022. A copy of the press release is attached hereto as Exhibit 99.2 and is incorporated by reference herein.

The information furnished in this Item 7.01 on this Current Report on Form 8-K, including Exhibit 99.2, shall not be deemed "filed" for purposes of Section 18 of 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, or the Exchange Act, regardless of any general incorporation language in such filing.

#### **Item 9.01 Financial Statements and Exhibits**

(d) Exhibits.

- 10.1 [Amended and Restated Employment Agreement, dated as of May 4, 2022, by and among Definitive Healthcare, LLC, Definitive Healthcare Corp. and Robert Musslewhite](#)
- 10.2 [Executive Chairman Agreement, dated as of May 4, 2022, by and among Definitive Healthcare, LLC, Definitive Healthcare Corp. and Jason Krantz](#)
- 99.1 [Press Release dated May 5, 2022 \(furnished herewith pursuant to Item 2.02\)](#)
- 99.2 [Press Release dated May 5, 2022 \(furnished herewith pursuant to Item 7.01\)](#)
- 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/ David Samuels  
Name: David Samuels  
Title: Chief Legal Officer

Date: May 5, 2022

**AMENDED AND RESTATED EMPLOYMENT AGREEMENT**

This Amended and Restated Employment Agreement (the “**Agreement**”), dated as of May 4, 2022 (the “**Effective Date**”), is made and entered into by and between, on the one hand, Definitive Healthcare, LLC, a Massachusetts limited liability company (the “**Company**”) and its parent company Definitive Healthcare Corp., a Delaware corporation (“**Parent**”) (together with the Company, the “**Company Group**”), and on the other hand, Robert Musslewhite (the “**Executive**”).

**Introduction**

The Company Group desires to continue to employ the Executive, and the Executive desires to continue to be employed by the Company Group, pursuant to the terms and conditions set forth herein. The Executive will be the Chief Executive Officer of the Company and Parent, with significant access to information concerning the Company Group and its business. The disclosure or misuse of such information or the engaging in competitive activities would cause substantial harm to the Company Group.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Term. Effective Date; Term.** From the Effective Date through July 31, 2022, the Employment Agreement between the Company and Executive dated as of October 7, 2021 (the “**Prior Employment Agreement**”), pursuant to which Executive is employed by the Company as its President, shall remain in effect (unless terminated prior thereto). As of August 1, 2022 (the “**Appointment Date**”), the Executive shall become Chief Executive Officer of the Company and Parent pursuant to the terms and conditions of this Agreement, and shall no longer serve as President of the Company. Effective as of the Appointment Date, this Agreement shall supersede and replace the Prior Employment Agreement, except as specified herein. All provisions of this Agreement shall become effective as of the Appointment Date, and are conditioned on the Executive’s continued employment with the Company through such date. The Executive’s employment as Chief Executive Officer of the Company and Parent, commencing on the Appointment Date, shall be on an “at will” basis, and shall continue until terminated pursuant to Section 6 of this Agreement.

**2. Duties.** The Executive will serve as the Chief Executive Officer of the Company and Parent and shall have such authority, duties and responsibilities assigned to Executive by Parent’s Board of Directors (the “**Board**”) and that are customarily associated with the role of the Chief Executive Officer of a public company. The Executive will report to the Board. The Executive shall also serve as a member of the Board, and may be appointed as a director and/or officer of affiliates of the Company Group, in each case for no additional compensation beyond that set forth herein, and with all such positions automatically terminating as of the termination of the Executive’s employment as Chief Executive Officer of the Company and Parent under this Agreement.

**3. Full Time; Best Efforts.** The Executive shall use the Executive's professional and diligent efforts to promote the interests of the Company Group and, except as provided in this Section 3, shall devote the Executive's full business time and efforts to its business and affairs. The Executive shall not engage in any other activity that could reasonably be expected to materially interfere with the performance of the Executive's duties, services and responsibilities hereunder. Notwithstanding the foregoing, nothing in this Agreement shall preclude the Executive from (i) engaging in civic, charitable, and volunteer activities, (ii) managing his personal investments, and/or (iii) serving on the board of directors of CoStar Group, Iodine Software and Ascend Learning, and, in the future, other boards of directors or similar governing bodies of other business enterprises with the prior approval of the Board and engaging in other business activities in which he is engaged as of the Effective Date; provided, that such activities do not materially interfere with the Executive's proper performance of his duties and responsibilities on behalf of the Company Group, do not create a conflict of interest and would not result in a breach of Executive's restrictive covenant obligations referenced in Sections 5-7 below.

**4. Compensation and Benefits.** As Chief Executive Officer of the Company and Parent, the Executive shall be entitled to compensation and benefits as follows:

**(a) Base Salary.** The Executive will receive a salary at the rate of \$429,000 annually (the "**Base Salary**"), payable in accordance with the Company Group's standard payroll practices. The Compensation Committee of the Board of Directors (the "**Board**") of Definitive Healthcare Corp. ("**Parent**") shall determine, on an annual basis and in its sole discretion, whether to increase the Executive's Base Salary.

**(b) Bonus.** The Executive shall be eligible to receive an annual cash bonus ("**Annual Bonus**"), based on the Company Group achieving specified performance targets and other requirements (which may include with respect to the Executive's performance as Chief Executive Officer) which will be determined reasonably and in good faith on an annual basis for the corresponding year by the Board, beginning with 2022. Achievement of the specified performance targets and other requirements (including the Executive's performance as Chief Executive Officer, if applicable), and the corresponding amount of the Executive's Annual Bonus (if any), shall be determined each year in the good faith determination of the Board based on the Company Group's and the CEO's performance against the goals selected by the Board. The Executive must be actively employed by the Company through and including the date on which the Annual Bonus, if any, is paid to be eligible to receive it. All earned Annual Bonus amounts unpaid as of the end of a calendar year shall be paid no later than March 15 of the following calendar year.

**(c) Equity Awards.** The Board (or an appropriate committee thereof) shall grant to Executive three awards of restricted stock units in Parent (the "**RSUs**") pursuant to the Definitive Healthcare Corp. 2021 Equity Incentive Plan and an award agreement: (i) 333,322 RSUs that vest: 30% on the first anniversary of the Effective Date, followed by quarterly vesting of 7% per quarter until fully vested over the subsequent thirty (30) months, subject to Executive's continued Service (as defined in the Definitive Healthcare Corp. 2021 Equity Incentive Plan) on each vesting date, (ii) 83,333 RSUs that vest: 25% on the first anniversary of the Effective Date, followed by quarterly vesting of 6.25% per quarter until fully vested over the subsequent three (3) years, subject to Executive's continued Service on each vesting date, and (iii) 125,000 RSUs that vest based upon the Company's Total Shareholder Return versus the Nasdaq Composite index of SaaS and Health Care Information Technology Companies and Executive's continued Service.

**(d) Benefits.** In addition to the Base Salary and the compensation set forth above, the Executive shall be entitled to participate in Company Group benefit plans that are generally available to the Company Group's executive employees in accordance with and subject to the then existing terms and conditions of such plans. If the Executive chooses to participate in the Company Group health plan, the Company Group will pay or reimburse 100% of the costs of the premiums of the policy. The Company Group may modify or terminate such benefit programs at any time in its sole discretion.

**(e) Reimbursement of Documented Business Expenses.** The Executive will be entitled to reimbursement of all reasonable expenses incurred in the ordinary course of business on behalf of the Company Group, subject to the presentation of appropriate documentation and approved by, or in accordance with the Company Group's policies as approved by the Board. If any reimbursement provided by the Company Group pursuant to this Agreement would constitute deferred compensation for purposes of Section 409A of the Internal Revenue Code of 1986, as amended (together with the regulations and guidance thereunder, "**Section 409A**"), such reimbursement shall be subject to the following rules: (i) the amounts to be reimbursed shall be determined pursuant to the terms of the applicable benefit plan, policy or agreement; (ii) the amounts eligible for reimbursement during any calendar year may not affect the expenses eligible for reimbursement in any other calendar year; (iii) any reimbursement of an eligible expense shall be made on or before the last day of the calendar year following the calendar year in which the expense was incurred; and (iv) the Executive's right to reimbursement is not subject to liquidation or exchange for cash or another benefit. For the sake of clarity, the Executive will be entitled to reimbursement of all reasonable expenses incurred traveling between Washington, DC and Boston/Framingham. In addition, in the event that the Executive elects to relocate for business purposes at the Company's request, the Company Group agrees to cover relocation expenses of up to \$100,000, which amount shall be payable in the year of relocation.

**(f) Withholding.** The Company Group shall withhold from compensation payable to the Executive all applicable federal, state and local withholding taxes required to be withheld by the Company under applicable law

**(g) D&O Insurance; Indemnification.** The Company Group will maintain a directors and officers liability policy covering the Executive with coverage comparable or equal to that provided to other senior executives of the Company Group. The Company Group has entered into an indemnification agreement with the Executive on terms no less favorable to the Executive than those set forth in the Company Group's standard form of Director and Officer Indemnification Agreement.

**5. Confidentiality; Intellectual Property.** The Executive agrees that during the Executive's employment or other business relationship with the Company Group, whether or not under this Agreement, and at all times thereafter:

(a) The Executive will not at any time, directly or indirectly, disclose or divulge any Confidential Information, except as required in connection with the performance of the Executive's duties for the Company, and except to the extent required by law (but only after the Executive has provided the Company with reasonable notice and opportunity to take action against any legally required disclosure). As used herein, "Confidential Information" means all trade



secrets and all other information of a business, financial, marketing, technical or other nature relating to the business of the Company including, without limitation, any customer or vendor lists, prospective customer names, financial statements and projections, know-how, pricing policies, operational methods, methods of doing business, technical processes, formulae, designs and design projects, inventions, computer hardware, software programs, business plans and projects pertaining to the Company and including any information of others that the Company has agreed to keep confidential; provided, that Confidential Information shall not include any information that has entered or enters the public domain through no fault of the Executive.

**(b)** The Executive shall make no use whatsoever, directly or indirectly, of any Confidential Information at any time, except as required in connection with the performance of the Executive's duties for the Company.

**(c)** Upon the Company's request following termination of employment, the Executive shall immediately deliver to the Company all materials (including all soft and hard copies) in the Executive's possession or control which contain or relate to Confidential Information.

**(d)** All inventions, modifications, discoveries, designs, developments, improvements, processes, software programs, works of authorship, documentation, formulae, data, techniques, know-how, secrets or intellectual property rights or any interest therein (collectively, "Developments") made by the Executive in connection with his employment with the Company, either alone or in conjunction with others, at any time or at any place during the Executive's employment or other business relationship with the Company, whether or not under this Agreement and whether or not reduced to writing or practice during such period of employment, which relate to the business in which the Company is engaged or any actual or demonstrably anticipated research or development of the Company, shall be and hereby are the exclusive property of the Company without any further compensation to the Executive. In addition, without limiting the generality of the prior sentence, all Developments which are copyrightable work by the Executive are intended to be "work made for hire" as defined in Section 101 of the Copyright Act of 1976, as amended, and shall be and hereby are the property of the Company.

**(e)** The Executive shall promptly disclose any Developments to the Company. If any Development is not the property of the Company by operation of law, this Agreement or otherwise, the Executive will, and hereby does, assign to the Company all right, title and interest in such Development, without further consideration, and will assist the Company and its nominees in every way, at the Company's expense, to secure, maintain and defend the Company's rights in such Development. The Executive shall sign all instruments reasonably necessary for the filing and prosecution of any applications for, or extension or renewals of, letters patent (or other intellectual property registrations or filings) of the United States or any foreign country which the Company desires to file and relates to any Development. The Executive hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as the Executive's agent and attorney-in-fact (which designation and appointment shall be deemed coupled with an interest and shall survive the Executive's death or incapacity), to act for and in the Executive's behalf to execute and file any such applications, extensions or renewals and to do all other lawfully permitted acts to further the prosecution and issuance of such letters patent, other intellectual property registrations or filings or such other similar documents with the same legal force and effect as if executed by the Executive.

**(f) Protected Disclosures and Other Protected Actions.**

i. **Government Agencies.** Nothing contained in this Agreement limits Executive's ability to file a charge or complaint with the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission or any other federal, state, or local governmental agency or commission ("Government Agencies"). Executive further understands that this Agreement does not limit Executive's ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agencies, including providing documents or other information, without notice to the Company. This Agreement does not limit Executive's right to receive an award from a whistleblower award program administered by any Government Agencies for providing information to any Government Agencies.

ii. **Immunity under Defend Trade Secrets Act.** In accordance with the Defend Trade Secrets Act of 2016, no employee will be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of the law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

**6. Nonsolicitation.** The Executive agrees that during the Executive's employment or other business relationship with the Company, whether or not under this Agreement, and for a period of one year thereafter (the "**Restricted Period**"):

(a) the Executive will not, directly or indirectly, individually or as a consultant to, or an executive, officer, director, manager, stockholder, partner, member or other owner or participant in any business entice away from the Company, reduce the amount of business conducted with the Company by or otherwise materially interfere with the business relationship of the Company with any person or entity who is, or was within the one-year period immediately prior thereto, a customer or client of, supplier, vendor or service provider to, or other party having business relations with the Company; and

(a) the Executive will not, directly or indirectly, individually or as a consultant to, or an executive, officer, director, manager, stockholder, partner, member or other owner or participant in any business entity offer employment to or otherwise interfere with the business relationship of the Company with any person or entity who is, or was within the one-year period immediately prior thereto, employed by the Company.

**7. Non-Competition.** The Executive agrees that, from the Effective Date through the Restricted Period, the Executive will not directly or indirectly provide services, whether as an owner, officer, director, partner, member, employee, agent, consultant, advisor or developer or in any similar capacity, to any other business entity that is engaged or seeks to become engaged in any line of business conducted by the Company or its affiliates, or in which the Company or its affiliates have actual or demonstrably anticipated research or development, in each case, in any state of the United States and any country outside the United States in which the Company or any of its affiliates conducts its business (provided that the Executive shall not be prohibited from

owning up to five percent (5%) of the outstanding stock of a corporation which is publicly traded, so long as the Executive has no active participation in the business of such corporation). The post-employment restrictions in this Section 7 shall not apply in the case of a termination of the Executive's employment by the Company without Cause. The Executive acknowledges and agrees that the compensation, including the new equity awards set forth in Section 4(c) above, provided to the Executive by the Company under this Agreement constitute fair and reasonable, mutually agreed upon consideration for the restrictions contained in this Agreement, including, without limitation, in this Section 7. If the Executive has unlawfully taken, physically or electronically, property belonging to the Company, or has breached any fiduciary duties owed to the Company, the duration of the post-service restrictions in this Section 7 shall be extended to two years following the termination of the Executive's employment. The Executive acknowledges that (i) he has the right to consult with counsel prior to signing this Agreement, and (ii) he has had notice of the non-competition restriction set forth in this Section 7 for at least 10 business days prior to the Effective Date.

**8. Remedies.** Without limiting the remedies available to the Company, the Executive acknowledges that a breach of any of the covenants contained in Sections 5, 6 or 7 hereof could result in irreparable injury to the Company for which there might be no adequate remedy at law, and that, in the event of such a breach or threat thereof, the Company shall be entitled to obtain a temporary restraining order and/or a preliminary injunction and a permanent injunction restraining the Executive from engaging in any activities prohibited by Sections 5, 6 or 7 hereof or such other equitable relief as may be required to enforce specifically any of the covenants contained in Sections 5, 6 or 7 hereof. The foregoing provisions and the provisions of Sections 5, 6 or 7 hereof shall survive the termination of the Executive's employment with the Company, and shall continue thereafter in full force and effect in accordance with their terms.

**9. Applicability to Related Companies.** For purposes of Sections 5, 6, 7 and 8 of this Agreement, the term "Company" shall include the Company and Parent and each of their respective affiliates, whether now existing or hereinafter created, and their respective successors and assigns.

**10. Review of Agreement; Reasonable Restrictions.** The Executive (a) has carefully read and understands all of the provisions of this Agreement and has had the opportunity for this Agreement to be reviewed by counsel, (b) acknowledges that the duration, scope and subject matter of Sections 5 through 9 of this Agreement are reasonable and necessary to protect the goodwill, customer relationships, legitimate business interests and Confidential Information of the Company and its affiliates, and (c) will be able to earn a satisfactory livelihood without violating this Agreement.

#### **11. Termination.**

**(a) General.** The Executive's employment with the Company Group may be terminated at any time (i) by the Company Group with or without Cause, (ii) by the Executive for any or no reason, including Good Reason, or (iii) by the Company Group or the Executive in the event of the Executive's Disability, and shall terminate in the event of the Executive's death. In the event of any termination of the Executive's employment as Chief Executive Officer of the Company and Parent, all positions Executive holds as a director and/or officer of Company, Parent, or any of their affiliates shall automatically terminate as of the same date, and Executive agrees to sign such documentation as the Company or Parent may request to effectuate the foregoing.

**(b) Definitions.** As used herein, the following terms shall have the following meanings:

“**Cause**” shall mean, with respect to the Executive, (i) commission of, pleading guilty or no contest to, a felony, a gross misdemeanor, or any crime involving moral turpitude; (ii) any unlawful act which is materially injurious or detrimental to the reputation or financial interests of the Company Group or its affiliates; (iii) theft of property of the Company Group or its affiliates or falsification of documents of the Company Group or its affiliates or dishonesty in their preparation; (iv) breach of any material provision of any written policy, handbook, or code of conduct of Company or Parent (including, without limitation, any provision pertaining to harassment, discrimination, or retaliation), or any material provision of any agreement with the Company, Parent or their affiliates, including any non-competition, non-solicitation or confidentiality provisions, or any other similar restrictive covenants to which the Executive is or may become a party with the Company, Parent or their affiliates. To the extent any breach set forth in this definition of Cause can be cured in all material respects, the Company shall provide written notice to the Executive identifying the breach and Executive shall have thirty (30) calendar days to cure the breach in all material respects.

“**Change of Control**” shall mean the occurrence of any of the following events:

(i) A change in the ownership of the Company which occurs on the date that any one person, or more than one person acting as a group (“**Person**”), acquires ownership of the stock of the Company that, together with the stock held by such Person, constitutes more than fifty percent (50%) of the total voting power of the stock of the Company; provided, however, that for purposes of this subsection (i), the acquisition of additional stock by any one Person, who is considered to own more than fifty percent (50%) of the total voting power of the stock of the Company will not be considered a Change of Control; or

(ii) A change in the effective control of the Company which occurs on the date that a majority of members of the Board is replaced during any twelve (12) month period by members of our Board whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election. For purposes of this clause (ii), if any Person is considered to be in effective control of the Company, the acquisition of additional control of the Company by the same Person will not be considered a Change of Control; or

(iii) A change in the ownership of a substantial portion of the Company’s assets which occurs on the date that any Person acquires (or has acquired during the twelve (12) month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to or more than 50% of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions; provided, however, that for purposes of this subsection (iii), the following will not constitute a change in the ownership of a substantial portion of the Company’s assets: (A) a transfer to an entity that is controlled by the

Company's stockholders immediately after the transfer, or (B) a transfer of assets by the Company to: (1) a stockholder of the Company (immediately before the asset transfer) in exchange for or with respect to the Company's stock, (2) an entity, 50% or more of the total value or voting power of which is owned, directly or indirectly, by the Company, (3) a Person, that owns, directly or indirectly, 50% or more of the total value or voting power of all the outstanding stock of the Company, or (4) an entity, at least 50% of the total value or voting power of which is owned, directly or indirectly, by a Person described in this subsection (iii)(B)(3). For purposes of this subsection (iii), gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

For purposes of this definition, Persons will be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with the Company.

Notwithstanding the foregoing, a transaction will not be deemed a Change of Control unless the transaction qualifies as a change in control event within the meaning of Code Section 409A, as it has been and may be amended from time to time, and any proposed or final Treasury Regulations and Internal Revenue Service guidance that has been promulgated or may be promulgated thereunder from time to time.

Further and for the avoidance of doubt, a transaction will not constitute a Change of Control if: (i) its sole purpose is to change the state of the Company's incorporation, or (ii) its sole purpose is to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities immediately before such transaction.

**"Change of Control Period"** means the period beginning on the date three (3) months prior to, and ending on the date thirteen (13) months following, a Change of Control.

**"Good Reason"** means, without the Executive's written consent, (a) a material diminution (of 10% or more) of the Base Salary or target Annual Bonus (i.e. the size of the target Annual Bonus that the Executive has the opportunity to earn); (b) any material breach by the Company Group of any written agreement between the Executive and the Company or Parent; (c) the Company materially changes the location of Executive's working arrangements as in effect on the Effective Date; or (d) a material diminution of the duties, title, authority or responsibilities of the Executive (to include any change in reporting that results in the Executive not reporting to the Board), provided that no condition set forth in the preceding (a), (b), (c) or (d) will be deemed Good Reason unless the Company Group fails to cure in all material respects the condition(s) giving rise to Good Reason within 30 days from the date on which the Executive notifies the Company Group, in writing, of such condition(s).

**"Disability"** means illness (mental or physical) or accident, which results in the Executive being unable to perform the Executive's duties as the Chief Executive Officer of the Company and Parent as reasonably determined by a competent physician, for a period of 180 days, whether or not consecutive, in any 12-month period.

“**Severance**” means (i) continuation of regular payments of Base Salary (at the rate in effect on the date of termination) to the Executive for a period of twelve (12) months from the date of termination of employment, payable in accordance with the Company’s regular payroll schedule and subject to withholding for all applicable taxes; and; (ii) payment of the Annual Bonus to be earned by the Executive during the twelve month period following the date of termination of employment at a level equal to the greater of the Annual Bonus for the current year at target or the average of the bonuses paid in the last two (2) calendar years if such history exists, within thirty (30) days following the date of termination and subject to withholding for all applicable taxes; (iii) acceleration of the vesting based on continued service of all stock options, restricted stock shares and RSUs, profit interests, or other forms of equity (the “**Equity**”), awarded to the Executive by the Company at any time, that would otherwise have vested during the twelve-month period following the termination date; (iv) for Equity subject to vesting based on the achievement of performance goals other than continued service, to the extent such performance goals are capable of being achieved during the twelve-month period following the termination date, such Equity shall remain outstanding and eligible to vest during such twelve month period and if such performance goals are not so achieved within such period, such Equity shall be forfeited at the end of such period, and (v) should Executive timely elect and be eligible to continue receiving group health insurance pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (“**COBRA**”), payment for a period of twelve (12) months of the entire amount of the premiums for such COBRA coverage. In addition, if not yet paid upon the date of termination, the Company shall pay the full Annual Bonus earned with respect for the prior fiscal year.

**(c) Effects of Termination.** Upon the termination of the Executive’s employment, the Company shall have no further obligation to make any payments or provide any benefits to the Executive hereunder after the date of termination except for (i) payments of Base Salary and expense reimbursement that had accrued but had not been paid prior to the date of termination, (ii) if required by law, payments for any accrued but unused vacation time, and (iii) if the Executive’s employment with the Company and Parent is terminated by the Company and Parent without Cause (other than as a result of death or Disability of the Executive) or by the Executive for Good Reason, payments of Severance shall be due.

The Severance benefits available to the Executive under this Section 11 are the sole and exclusive severance payments and benefits to which the Executive may be entitled upon termination of the Executive’s employment. The Executive shall not be entitled to receive any other severance-related payments or benefits under any other plan or agreement which may from time to time be made available to other executives of the Company, Parent or any affiliate.

**(d) Termination by the Company Group without Cause or by the Executive for Good Reason following a Change in Control.** Notwithstanding anything to the contrary in this Section 11, if, during a Change of Control Period, the Executive is terminated by the Company Group without Cause or the Executive terminates his employment with Good Reason, the Executive shall be entitled to all of the benefits under Section 11(c), including Severance, however in such case the applicable Severance benefits shall be modified so that executive receives (i) continuation of regular payments of Base Salary (at the rate in effect on the date of termination) to the Executive for a period of eighteen (18) months from the date of termination of employment, payable in accordance with the Company Group’s regular payroll schedule and subject to withholding for all applicable taxes; (ii) payment of 1.5 times the Annual

Bonus to be earned by the Executive during the twelve (12) month period following the date of termination of employment at a level equal to the greater of the Annual Bonus for the current year at target or the average of the bonuses paid in the last two (2) calendar years if such history exists, within thirty (30) days following the date of termination and subject to withholding for all applicable taxes; (iii) acceleration of the vesting in full of all stock options, restricted stock shares and RSUs, profit interests, or other forms of equity, awarded to the Executive by the Company or Parent (or any of their respective affiliates) at any time, treating for such purposes any Equity with vesting based on the achievement of performance goals as having been achieved at the greater of (A) actual achievement of the performance goal (if capable of being measured immediately prior to the time of the occurrence of the Change in Control or Executive's termination of employment) or (B) "target"; and (iv) should Executive timely elect and be eligible to continue receiving group health insurance pursuant to COBRA, payment for a period of eighteen (18) months of the entire amount of the premiums for such COBRA coverage.

**(e) Conditions and Limitations to Severance.** Notwithstanding the foregoing, the Company Group's obligation to pay Severance shall be subject to the following provisions and conditions:

**(i) Release of Claims.** The Company Group's obligation to pay Severance shall be contingent upon the Executive signing a general release of claims in form and substance reasonably acceptable to the Company Group and Executive.

**(ii) Consequences of Breach.** If the Executive breaches the Executive's obligations under Sections 5, 6 or 7 during the period the Company Group is obligated to pay Severance, the Company Group may immediately cease payments of Severance and may recover all Severance paid to the Executive after the date of such breach. The cessation and recovery of these payments shall be in addition to, and not as an alternative to, any other remedies at law or in equity available to the Company Group including, without limitation, the right to seek specific performance or an injunction. To the extent any breach set forth in this paragraph can be cured in all material respects, the Company Group shall provide written notice to the Executive identifying the breach and Executive shall have thirty (30) calendar days to cure the breach.

For purposes of Section 409A, each payment of Severance shall be considered a separate payment and not one of a series of payments. Any payment under this Section 10 that is not made during the period following the termination of the Employee's employment because the Employee has not executed the release contemplated hereby shall be paid to the Employee in a single lump sum on the first payroll date following the last day of any applicable revocation period after the Employee executes the release; *provided*, that the Employee executes and does not revoke the release in accordance with the requirements hereof.

**12. Survival.** The provisions of Sections 5 through 28 of this Agreement shall survive the termination of the Executive's employment with the Company Group, and shall continue thereafter in full force and effect in accordance with their terms.

**13. Section 409A.** This Agreement is intended to comply with the requirements of Section 409A and the regulations thereunder. To the extent that any provision in this Agreement is ambiguous as to its compliance with Section 409A of the Code, the provision shall be interpreted in a manner so that no payment due to Executive shall be subject to an “additional tax” within the meaning of Section 409A(a)(1)(B) of the Code. To the extent that any provision in the Agreement is ambiguous as to its compliance with Section 409A of the Code, or to the extent any provision in the Agreement must be modified to comply with Section 409A of the Code, such provision shall be read, or shall be modified (with the mutual consent of the parties), as the case may be, in such a manner so that no payment due to Executive shall be subject to an “additional tax” within the meaning of Section 409A(a)(1)(B) of the Code.

For purposes of Section 409A of the Code, each payment made under this Agreement shall be treated as a separate payment. In no event may Executive, directly or indirectly, designate the calendar year of any payment. All reimbursements provided under this Agreement shall be made or provided in accordance with the requirements of Section 409A of the Code, including, where applicable, the requirement that (i) any reimbursement be for expenses incurred during Executive’s lifetime (or during a shorter period of time specified in this Agreement), (ii) the amount of expenses eligible for reimbursement during a calendar year may not affect the expenses eligible for reimbursement in any other calendar year, (iii) the reimbursement of an eligible expense will be made on or before the last day of the calendar year following the year in which the expense is incurred, and (iv) the right to reimbursement is not subject to liquidation or exchange for another benefit.

Notwithstanding anything to the contrary herein, if a payment or benefit under this Agreement is due to a “separation from service” for purposes of the rules under Treas. Reg. § 1.409A-3(i)(2) (payments to specified employees upon a separation from service) and Executive is determined to be a “specified employee” (as determined under Treas. Reg. § 1.409A-1(i)), such payment or benefit shall, to the extent necessary to comply with the requirements of Section 409A of the Code, be made or provided on the later of the date specified by the foregoing provisions of this Agreement or the date that is six months after the date of Executive’s separation from service (or, if earlier, the date of Executive’s death). Any installment payments that are delayed pursuant to this Section 13 shall be accumulated and paid in a lump sum on the first day of the seventh month following Executive’s separation from service, and the remaining installment payments shall begin on such date in accordance with the schedule provided in this Agreement.

**14. Limitation on Payments.** In the event that the severance and other benefits provided for in this Agreement or otherwise payable to Executive (i) constitute “parachute payments” within the meaning of Section 280G of the Code and (ii) but for this Section 14, would be subject to the excise tax imposed by Section 4999 of the Code, then Executive’s severance and other benefits will be either: (a) delivered in full, or (b) delivered as to such lesser extent which would result in no portion of such severance and other benefits being subject to the excise tax under Section 4999 of the Code, whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the excise tax imposed by Section 4999, results in the receipt by Executive on an after-tax basis, of the greatest amount of severance and other benefits, notwithstanding that all or some portion of such severance and other benefits may be taxable under Section 4999 of the Code. If a reduction in the severance and other benefits constituting “parachute payments” is necessary so that no portion of such severance benefits is subject to the excise tax under Section 4999 of the Code, the reduction shall occur in the following order: (1) reduction of the cash severance payments, in the order that such payments would otherwise have been paid; (2) cancellation of accelerated vesting of equity awards that vest, in



whole or in part, based on the achievement of performance criteria, in the reverse order that such awards would have vested; (3) cancellation of accelerated vesting of equity awards that vest based solely on continued service, in the order of the percentage of the fair market value of such awards that constitutes a parachute payment (commencing with the largest percentage); and (4) reduction of continued employee benefits. Notwithstanding the foregoing, to the extent the Company submits any payment or benefit payable to Executive under this Agreement or otherwise to the Company's stockholders for approval in accordance with Treasury Regulation Section 1.280G-1 Q&A 7, the foregoing provisions shall not apply following such submission and such payments and benefits will be treated in accordance with the results of such vote, except that any reduction in, or waiver of, such payments or benefits required by such vote will be applied without any application of discretion by Executive and in the order prescribed by this Section 14. Unless the Company and Executive otherwise agree in writing, any determination required under this Section 14 will be made in writing by an independent professional legal or accounting firm (the "**Firm**"), whose determination will be conclusive and binding upon Executive and the Company for all purposes. For purposes of making the calculations required by this Section 14, the Firm may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and Executive will furnish to the Firm such information and documents as the Firm may reasonably request in order to make a determination under this Section 9. The Company will bear the fees of the Firm and all costs the Firm may reasonably incur in connection with any calculations contemplated by this Section 14.

**15. Enforceability, Etc.** This Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited or invalid under any such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or nullifying the remainder of such provision or any other provisions of this Agreement. If any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, such provisions shall be construed by limiting and reducing it so as to be enforceable to the maximum extent permitted by applicable law.

**16. Notices.** All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified; (ii) when sent by confirmed facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day; (iii) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth below, or to such facsimile number or address as subsequently modified by written notice given in accordance with this Section 11.

(a) If to the Executive, to the most recent address reflected in the Company's records.

(b) If to the Company Group, to the Company's principal place of business.

**17. Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, without regard to its choice of law provisions.

**18. Jurisdiction.** The parties hereby agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement shall only be brought in the State or Federal courts located in the Commonwealth of Massachusetts and not in any other State or Federal courts located in the United States of America or any court in any other country, and each of the parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient form.

**19. Waiver of Jury Trial.** 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 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 AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

**20. No Mitigation; No Set Off.** In the event of termination without Cause or resignation for Good Reason, the Executive shall be under no obligation to seek other employment and there shall be no offset against any amount due to Executive under this Agreement on account of any subsequent remuneration received from any subsequent employer. No amounts payable hereunder shall not be subject to any setoff or recoupment.

**21. Amendments and Waivers.** This Agreement may be amended or modified only by a written instrument signed by the Company Group (at the direction of the Board) and the Executive. No waiver of this Agreement or any provision hereof shall be binding upon the party against whom enforcement of such waiver is sought unless it is made in writing and signed by or on behalf of such party. The waiver of a breach of any provision of this Agreement shall not be construed as a waiver or a continuing waiver of the same or any subsequent breach of any provision of this Agreement. No delay or omission in exercising any right under this Agreement shall operate as a waiver of that or any other right.

**22. Binding Effect.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors and administrators, successors and assigns, except that the obligations of the Executive hereunder are personal and may not be assigned without the Company Group's prior written consent and the Executive's rights under this Agreement may be transferred only by will or the laws of descent and distribution. Any assignment of this Agreement by the Company Group shall not be considered a termination of the Executive's employment and such an assignment may be made only to a successor to the business of the Company Group.

**23. Entire Agreement.** This Agreement constitutes the final and entire agreement of the parties with respect to the matters covered hereby and replaces and supersedes all other agreements and understandings relating hereto and to the Executive's employment, including (as of the Appointment Date, but not prior thereto) the Prior Employment Agreement.

**24. Counterparts.** This Agreement may be executed in any number of counterparts, all of which together shall for all purposes constitute one Agreement. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in "portable document format" or ".pdf" form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

**25. No Conflicting Agreements.** The Executive represents and warrants to the Company Group that the Executive is not a party to or bound by any confidentiality, noncompetition, nonsolicitation, employment, consulting or other agreement or restriction which could conflict with, or be violated by, the performance of the Executive's duties to the Company Group or obligations under this Agreement.

**26. Captions.** The captions of the sections of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.

**27. No Strict Construction.** The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises under any provision of this Agreement, this Agreement shall be construed as if drafted jointly by the parties thereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authoring any of the provisions of this Agreement.

**28. Notification of New Employer.** In the event that the Executive is no longer an Executive of the Company Group, the Executive consents to notification by the Company Group to the Executive's new employer or its agents regarding the Executive's obligations under Sections 5, 6 and 7 of the Prior Employment Agreement.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, this Agreement has been executed and delivered as a sealed instrument as of the date first above written.

DEFINITIVE HEALTHCARE, LLC

By: /s/ David Samuels  
Name: David Samuels  
Title: Chief Legal Officer

DEFINITIVE HEALTHCARE CORP.

By: /s/ David Samuels  
Name: David Samuels  
Title: Chief Legal Officer & Secretary

EXECUTIVE

/s/ Robert Musslewhite  
Robert Musslewhite

[Signature Page to Amended and Restated Employment Agreement]

### Executive Chairman Agreement

THIS EXECUTIVE CHAIRMAN AGREEMENT (this "Agreement"), dated as of May 4, 2022, is entered into by and between, on the one hand Definitive Healthcare, LLC, a Massachusetts limited liability company (the "Company") and its parent company Definitive Healthcare Corp., a Delaware corporation ("Parent") (together with the Company, the "Company Group"), and on the other hand, Jason Krantz (the "Executive").

WHEREAS, pursuant to the Employment Agreement between Executive and the Company, dated as of February 18, 2015, as amended on May 17, 2021 (together, the "Employment Agreement"), the Executive currently serves as (a) Chief Executive Officer of the Company ("CEO"), and (b) Chairman of the Management Board of Definitive Healthcare Holdings, LLC ("Chairman");

WHEREAS, the Executive also currently serves as Chief Executive Officer of Parent and Chairman of the Board of Directors of Parent (the "Board");

WHEREAS, the Board and the Executive have mutually determined that the Executive shall transition to the role of Executive Chairman of the Board ("Executive Chairman"), effective as of August 1, 2022 (the "Appointment Date");

WHEREAS, between the date hereof and the Appointment Date, the Executive shall continue to serve as CEO and Chairman and shall continue to be eligible to receive the salary and cash and non-cash benefits provided to the Executive as of the date hereof in accordance with the terms and conditions of the Employment Agreement, other than as stated herein; and

WHEREAS, the Company Group and the Executive now desire to enter into a mutually satisfactory arrangement concerning, among other things, the Executive's role as Executive Chairman following the Appointment Date, post-employment restrictive covenants to which the Executive will be subject, and other matters related thereto.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company Group and the Executive hereby agree as follows:

1. Appointment as Executive Chairman.

(a) Effective as of the Appointment Date and subject to the Executive's continued employment through the Appointment Date, the Executive shall continue to be employed by the Company and serve as Executive Chairman and shall cease to be the CEO of the Company Group and Chairman. The Executive acknowledges and agrees that the Executive's appointment as Executive Chairman and cessation of his positions as CEO of the Company Group and Chairman shall not constitute Good Reason (as defined in the Employment Agreement) or a similar term of like meaning for purposes of any employee benefit plans, programs, agreements, or arrangements of the Company Group or its affiliates.

(b) As Executive Chairman, the Executive's duties shall be as reasonably determined by the Board, consistent with the duties that are customarily associated with the role of Executive Chairman of a public company. While serving as Executive Chairman, the Executive shall report to the Board. Executive's employment as Executive Chairman shall be on an at-will basis, and may be terminated by either party at any time and for any reason.

(c) Section 3(a) of the Employment Agreement is incorporated herein by reference, and shall remain in effect (subject to Executive's continued employment) through December 31, 2022 in accordance with its terms. Section 3(a) of the Employment Agreement shall also remain in effect during any continued period of the Executive's employment from January 1, 2023 through the termination of Executive's employment, except that Section 3(a) of the Employment Agreement shall be modified to provide that the Executive shall devote such time and efforts to the Company Group's business and affairs as are reasonably necessary to perform his duties hereunder. All references in Section 3(a) of the Employment Agreement to the "Company" shall be interpreted as meaning the Company Group (as defined herein), and for the avoidance of doubt, as of the Appointment Date, Sections 3(b) – (e) of the Employment Agreement are null and void. Notwithstanding anything to the contrary contained in this Agreement, Executive acknowledges and agrees that he remains subject to the Company Group's code of conduct, employee handbook, Corporate Governance Guidelines and other policies and procedures applicable to the Company Group's senior executives or directors, as the case may be.

## 2. Compensation.

(a) Base Salary. Prior to the Appointment Date and subject to the Executive's continued employment as CEO, the Company shall continue to pay the Executive his base salary as in effect as of the date hereof in accordance with the Company's regular payroll practices. Effective as of the Appointment Date and subject to the Executive's continued employment as Executive Chairman, the Company shall continue to pay the Executive a base salary at his current annualized rate for the period through December 31, 2022, and then at an annualized rate of 75% of his current salary for the period from January 1, 2023 through December 31, 2023, in each case payable in accordance with the Company's regular payroll practices. The Executive's base salary as in effect from time to time is referred to herein as "Base Salary." Following December 31, 2023, subject to the Executive's continued employment as Executive Chairman, the Base Salary shall be determined by the Compensation Committee of the Board (the "Compensation Committee") in its sole discretion.

(b) Annual Bonus. For fiscal year 2022, subject to the Executive's continued employment as Executive Chairman, the Executive shall remain eligible to receive a cash bonus based on the same metrics as are applicable to the Company's CEO (the "Annual Bonus"). For fiscal year 2023 the Annual Bonus shall be determined based on the same metrics as are applicable to the Company CEO for fiscal year 2023, but taking into account the reduction in Executive's base salary as provided in Section 2(a). Following the end of the Company's fiscal year 2023, subject to the Executive's continued employment as Executive Chairman, Executive's continued eligibility for Annual Bonus payments, if any, shall be determined by the Compensation Committee in its sole discretion.

(c) Equity Awards. Treatment of Executive's outstanding equity awards in the Company and Parent, and any of their subsidiaries, shall be governed by the applicable agreements and/or plans, which shall remain in effect in accordance with their terms. Executive shall receive

an equity grant under the Definitive Healthcare Corp. 2021 Equity Incentive Plan (the “Plan”) in an amount equal to 75% of the annual ordinary course time-based and/or performance-based equity grants, as applicable, made to the Company’s CEO under the Plan at the time that the Company makes annual ordinary course time-based and/or performance-based equity grants to its executive-level employees under the Plan in fiscal year 2023 (including but not limited to the annual ordinary course fiscal year 2023 grants of restricted stock units and performance stock units made to the Company’s CEO under the Plan), subject to the Executive’s continued employment as Executive Chairman on the date of grant. Thereafter, subject to the Executive’s Service (as defined in the Plan or any successor plan and including service as a Board member), Executive’s continued eligibility for annual equity grants, if any, shall be determined by the Compensation Committee in its sole discretion. For the avoidance of doubt, service-based and performance-based vesting of any outstanding equity awards, or any other equity award to be issued to Executive, shall continue so long as Executive is in the Service (as defined in the applicable plan or equity award agreement and including service as an employee, director, consultant, or Board member) of the Company Group or any of its subsidiaries.

(d) Benefits; Perquisites. While serving as Executive Chairman, the Executive shall be provided with retirement benefits, health and welfare benefits, fringe benefits, and perquisites that are consistent with the benefits and perquisites provided to the Executive as of the date hereof.

(e) Expense Reimbursement. While the Executive is serving as Executive Chairman, the Company shall reimburse the Executive for all reasonable expenses incurred by him in the performance of his duties under this Agreement in accordance with Section 4(e) of the Employment Agreement, which is incorporated herein by reference.

3. Restrictive Covenants. Executive acknowledges and agrees that the restrictive covenants contained in the Employment Agreement, including Section 5 (Confidentiality; Intellectual Property) and Section 6 (Noncompetition and Nonsolicitation), along with all corresponding provisions of the Employment Agreement relating to enforcement or application of the restrictive covenant provisions, shall remain in effect, and are incorporated herein by reference. All references in Sections 5-6 of the Employment Agreement to the “Company” shall be interpreted as meaning the Company Group (as defined herein).

4. Section 409A.

(a) The intent of the parties is that payments and benefits under this Agreement comply with, or be exempt from, Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”), and the regulations and guidance promulgated thereunder, and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be in compliance therewith. For purposes of Section 409A of the Code, the Executive’s right to receive any installment payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments. In no event may the Executive, directly or indirectly, designate the calendar year of any payment to be made under this Agreement that is considered nonqualified deferred compensation.

(b) With regard to any provision herein that provides for reimbursement of costs and expenses or in-kind benefits, except as permitted by Section 409A of the Code, the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, the amount of expenses eligible for reimbursement, or in-kind benefits, provided during any taxable year shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year, and such payments shall be made on or before the last day of the Executive's taxable year following the taxable year in which the expense was incurred.

(c) Notwithstanding any other provision of this Agreement to the contrary, if the Executive is considered a "specified employee" for purposes of Section 409A of the Code (as determined in accordance with the methodology established by the Company as in effect on the Termination Date), any payment that constitutes nonqualified deferred compensation within the meaning of Section 409A of the Code that is otherwise due to the Executive under this Agreement during the six-month period following his separation from service (as determined in accordance with Section 409A of the Code) on account of his separation from service shall be accumulated and paid to the Executive on the first business day of the seventh month following his separation from service (the "Delayed Payment Date"). The Executive shall be entitled to interest on any delayed cash payments from the date of termination to the Delayed Payment Date at a rate equal to the applicable federal short-term rate in effect under Section 1274(d) of the Code for the month in which the Executive's separation from service occurs. If the Executive dies during the period between the Termination Date and the Delayed Payment Date, the amounts and entitlements delayed on account of Section 409A of the Code shall be paid to the personal representative of his estate on the first to occur of the Delayed Payment Date or 30 days after the date of the Executive's death.

#### 5. Miscellaneous.

(a) Successors and Assigns. This Agreement shall be binding upon, inure to the benefit of and be enforceable by, as applicable, the Company Group and the Executive and their respective personal or legal representatives, executors, administrators, successors, assigns, heirs, distributees, and legatees. This Agreement is personal in nature and the Executive shall not, without the written consent of the Company Group, assign, transfer, or delegate this Agreement or any rights or obligations hereunder.

(b) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without giving effect to such state's laws and principles regarding the conflict of laws.

(c) Amendment; Entire Agreement. No provision of this Agreement may be amended, modified, waived, or discharged unless such amendment, modification, waiver, or discharge is agreed to in writing and such writing is signed by the Company Group and the Executive. From and after the date hereof, this Agreement shall supersede any other agreement between the parties with respect to the subject matter hereof (including the Employment Agreement), except as otherwise explicitly provided herein. For the avoidance of doubt, the "Severance" provision set forth in Section 10 of the Employment Agreement is hereby superseded, and of no further effect.

(d) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision were omitted (but only to the extent that such provision cannot be appropriately reformed or modified).



(e) Waiver of Breach. No waiver by any party hereto of a breach of any provision of this Agreement by any other party, or of compliance with any condition or provision of this Agreement to be performed by such other party, shall operate or be construed as a waiver of any subsequent breach by such other party of any similar or dissimilar provisions and conditions at the same or any prior or subsequent time. The failure of any party hereto to take any action by reason of such breach will not deprive such party of the right to take action at any time while such breach continues.

(f) Notice. All notices and other communications hereunder shall be in writing and shall be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

if to the Executive:

At the address most recently on the books and records of the Company.

if to the Company Group:

Definitive Healthcare, LLC and Definitive Healthcare Corp.

550 Cochituate Road

Framingham, MA 01701

Attention: Board of Directors and General Counsel

or to such other address as either party shall have furnished to the other in writing in accordance herewith.

(g) Withholding. The Company Group may withhold from any amounts payable under this Agreement such federal, state, local, or foreign taxes as shall be required to be withheld pursuant to any applicable law or regulation. In addition, the Company Group may report the value of any benefits provided under this Agreement to the applicable tax authorities as required by any applicable law or regulation.

(h) Headings. The headings of this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(i) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the date first above written.

DEFINITIVE HEALTHCARE, LLC

By: /s/ David Samuels

Name: David Samuels

Title: Chief Legal Officer

DEFINITIVE HEALTHCARE CORP.

By: /s/ David Samuels

Name: David Samuels

Title: Chief Legal Officer & Secretary

EXECUTIVE

/s/ Jason Krantz

Jason Krantz

**Definitive Healthcare Reports Financial Results for First Quarter Fiscal Year 2022**

*First quarter revenue grew 36% year-over-year to \$50.1 million*

**Framingham, MA (May 5, 2022)** – Definitive Healthcare Corp. (“Definitive Healthcare”) (Nasdaq: DH), an industry leader in healthcare commercial intelligence, today announced financial results for the quarter ended March 31, 2022.

**First Quarter 2022 Financial and Other Recent Highlights:****Financial Highlights:**

- **Revenue** was \$50.1 million, an increase of 36% from \$36.9 million in Q1 2021.
- **Net loss** was (\$13.1) million, or 26% of revenue, compared to (\$10.5) million, or 28% of revenue in Q1 2021.
- **Adjusted Net Income** was \$7.7 million, compared to \$2.6 million in Q1 2021.
- **Adjusted EBITDA** was \$14.0 million, or 28% of revenue, compared to \$14.1 million, or 38% of revenue in Q1 2021.
- **Cash flow from operations** was \$13.6 million in the quarter or 27% of revenue. For the trailing twelve-month period, cash flow from operations was \$25.3 million, or 14% of revenue.
- **Unlevered free cash flow** was \$23.9 million in the quarter, or 48% of revenue. For the trailing twelve-month period, unlevered free cash flow was \$60.4 million, or 34% of revenue.

“The first quarter of 2022 continued Definitive Healthcare’s impressive track record of financial performance,” said Jason Krantz, CEO and Founder of Definitive Healthcare. “We once again demonstrated our ability to generate the unique combination of high growth and high profitability. We continue to deliver the healthcare commercial intelligence that our customers need to succeed in the complex healthcare market, resulting in growth across all parts of our business. Customers ranging from global life sciences companies to large healthcare systems to provider staffing agencies all continue to choose Definitive Healthcare.”

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## Recent Business and Operating Highlights:

### Customer Wins

In the first quarter, Definitive Healthcare continued to grow its enterprise client base, ending the quarter with 447 enterprise customers, defined as those customers with more than one hundred thousand dollars in annual recurring revenue. Significant customer wins included:

- An enterprise deal with a 10,000-employee global medical device company focused on interventional urology, wound care, and ostomy. This client signed a multi-year enterprise deal to segment the market and understand the specific physicians and integrated delivery networks that prescribe its devices. This client will use Definitive Healthcare claims data, affiliations data, and analytics to search for specific HCPCS and CPT codes across three product lines, and then track the patient journey for its products across multiple facilities and providers.
- A multi-year, multi-product enterprise deal with an integrated delivery network that includes 39 hospitals and 163 ambulatory and post-acute facilities across multiple states. This customer will use Definitive Healthcare data and analytics in its corporate strategy group, its nursing call and transportation team, and its newly formed Group Purchasing Organization.
- Multiple wins at diversified customers who want to sell their product or service into the U.S. healthcare market, including the commercial division of a large security services company, a floor cleaning and sterilization company, and multiple healthcare provider staffing agencies.
- A major upsell win at the second-largest pharmaceutical company in Japan with a significant amount of business in the United States. This company already subscribed to Definitive Healthcare intelligence on hospitals and physicians and in the first quarter added medical and pharmacy claims to identify providers treating specific claims codes related to its products. Armed with this intelligence, the client will analyze the density of physicians and analyze referral patterns in each sales territory, utilizing the results to optimize its sales territories.

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## **Innovation**

In the first quarter of 2022, the company closed its acquisition of Analytical Wizards and subsequently launched the Passport Analytics Suite, which was built on top of the technology acquired in that deal. Analytical Wizards is used by six of the top ten global pharmaceutical companies, as ranked by revenue, and four of the top seven global biotech companies, as ranked by market value. With the Passport Analytics Suite, customers can combine data from multiple sources, including Definitive Healthcare, and then run detailed analytics on-demand to gain new intelligence for product planning, marketing optimization, and product performance.

Also in the first quarter, the company launched Latitude Discovery, a new product aimed at pre-commercial biopharma and medical device companies. With Latitude Discovery, users can quickly perform iterative analysis of real-world data to assess and size potential market opportunities associated with therapy development for granular patient cohorts.

Finally, the company significantly expanded the capabilities of its PhysicianView product by adding new data around physician lab & durable medical equipment orders. These data refer to a subset of claims data captured when providers order additional testing from pathology (path) labs or durable medical equipment (DME) for their patients.

## **Business Outlook**

Based on information as of May 5, 2022, the Company is issuing the following financial guidance.

### **Second Quarter 2022:**

- **Revenue** is expected to be in the range of \$53.0 – \$54.0 million, a 34% increase year over year.
- **Adjusted Operating Income** is expected to be in the range of \$13.0 – \$14.0 million.
- **Adjusted EBITDA** is expected to be in the range of \$14.0 – \$15.0 million.
- **Adjusted Net Income** is expected to be \$7.0 – \$8.0 million.
- **Adjusted Net Income Per Diluted Share** is expected to be \$0.04 – \$0.05 on approximately 154.8 million weighted-average shares outstanding.

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**Full Year 2022:**

- **Revenue** is expected to be in the range of \$220.5 – \$224.5 million, up 33 – 35% from prior year.
- **Adjusted Operating Income** is expected to be in the range of \$57.0 – \$63.0 million.
- **Adjusted EBITDA** is expected to be in the range of \$61.0 – \$67.0 million.
- **Adjusted Net Income** is expected to be \$35.0 – \$41.0 million.
- **Adjusted Net Income Per Diluted Share** is expected to be \$0.22– \$0.26 on approximately 155.1 million weighted-average shares outstanding.

**Conference Call Information**

Definitive Healthcare will host a conference call today, May 5, 2022, at 4:30 p.m. (Eastern Time) to discuss the Company's financial results and current business outlook. To access the call, dial (877) 407-3982 (domestic) or (201) 493-6780 (international). The conference ID number is 13728297. Shortly after the conclusion of the call, a replay of this conference call will be available through May 19, 2022 at (844) 512-2921 (domestic) or (412) 317-6671 (international). The replay passcode is 13728297. A live audio webcast of the event will be available on the 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. Our SaaS platform creates new paths to commercial success in the healthcare market, so companies can identify where to go next.

## Forward-Looking Statements

*This press release may include 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,” “should,” “may,” “anticipates,” “intends,” “plans,” “seeks,” “believes,” “estimates,” “expects” 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 market, industry and macroeconomic environment, our business, growth strategies, product development efforts and future expenses, 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: an outbreak of disease, global or localized health pandemic or epidemic, or the fear of such an event (such as the COVID-19 global pandemic), including the global economic uncertainty and measures taken in response; the short- and long-term effects of the COVID-19 global pandemic, including the pace of recovery or any future resurgence; uncertainty regarding ongoing hostility between Russia and Ukraine and the related impact on macroeconomic conditions, including inflation as a result of such conflict or other events; our inability to generate substantially all of our revenue and cash flows from sales of subscriptions to our platform and 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 profitability in the future compared to historical levels as we increase investments in our business; the loss of our access to our data providers, which could negatively impact our platform; the failure to*

respond to advances in healthcare commercial intelligence; an inability to attract new customers and expand subscriptions of current customers; the risk of cyber-attacks and security vulnerabilities; and if our security measures are breached or unauthorized access to data is otherwise obtained, our platform may be perceived as not being secure, customers may reduce the use of or stop using our platform, and we may incur significant liabilities.

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 March 31, 2022 that will be filed following this earnings release and our Annual Report on Form 10-K for the fiscal year ended December 31, 2021, and our subsequent SEC filings, which are or will be available on the Investor Relations page of our website at [ir.definitivehc.com](http://ir.definitivehc.com) and on the SEC website at [www.sec.gov](http://www.sec.gov).

Any forward-looking statement made by us speaks only as of the date on which it is made. We undertake no obligation to publicly update any forward-looking statement, 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. A reconciliation of GAAP to Non-GAAP results has been provided in the financial statement tables included at the end of this press release.*

*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 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 net (loss) income, gross profit or any other measure derived in accordance with GAAP.*

*We define Unlevered Free Cash Flow as net cash provided from operating activities less purchases of property, equipment and other assets, plus cash interest expense and cash payments related to transaction related expenses, earnouts and other non-recurring 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, net and loss on extinguishment of debt, 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 and expense, equity-based compensation, transaction expenses and other non-recurring 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 measures to investors to assess our operating performance because these metrics eliminate non-recurring 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 revenue less cost of revenue (excluding acquisition-related depreciation and amortization and equity compensation costs) and Adjusted Gross Margin means Adjusted Gross Profit as a percentage of revenue. Adjusted Gross Profit differs from gross profit, in that gross profit includes acquisition-related depreciation and amortization expense and equity compensation costs. 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 quantity 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 income (loss) from operations plus acquisition related amortization, equity-based compensation, transaction expenses and other non-recurring expenses.*

*We define Adjusted Net Income as Adjusted Operating Income less interest expense, net, other expense, net, excluding TRA liability remeasurement expense and recurring income tax expense including the incremental tax effects of adjustments to arrive at Adjusted Operating Income. We define Adjusted Net Income Per Diluted Share as Adjusted Net Income divided by diluted outstanding shares.*

*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) income from operations, net (loss) income, gross profit, earnings per share or any other performance measures derived in accordance with GAAP, or as measures of operating cash flows or liquidity.*

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

*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.*

**Investor Contact:**

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ICR for Definitive Healthcare  
[brian.denyeau@icrinc.com](mailto:brian.denyeau@icrinc.com)  
646-277-1251

**Media Contact:**

Danielle Johns  
[djohns@definitivehc.com](mailto:djohns@definitivehc.com)

**Definitive Healthcare Corp.**  
**Condensed Consolidated Balance Sheets**  
(amounts in thousands, except number of shares)

	<u>March 31, 2022</u> <i>(unaudited)</i>	<u>December 31, 2021</u>
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	229,795	387,498
Short-term investments	109,027	—
Accounts receivable, net	38,465	43,336
Prepaid expenses and other current assets	7,208	6,518
Current portion of deferred contract costs	7,657	6,880
<b>Total current assets</b>	<u>392,152</u>	<u>444,232</u>
Property and equipment, net	4,818	5,069
Operating lease right-of-use assets, net	18,811	—
Other assets	2,876	8,273
Deferred contract costs, net of current portion	12,314	11,667
Deferred tax asset	—	158
Investment in equity securities	—	32,675
Intangible assets, net	387,241	352,470
Goodwill	1,323,516	1,261,444
<b>Total assets</b>	<u>\$ 2,141,728</u>	<u>\$ 2,115,988</u>
<b>Liabilities and Equity</b>		
Current liabilities:		
Accounts payable	6,207	4,651
Accrued expenses and other current liabilities	12,837	22,658
Current portion of deferred revenue	93,574	83,611
Current portion of term loan	6,875	6,875
Current portion of operating lease liabilities	2,522	—
Total current liabilities	<u>122,015</u>	<u>117,795</u>
Long term liabilities:		
Deferred revenue	387	412
Term loan, net of current portion	262,226	263,808
Operating lease liabilities, net of current portion	17,728	—
Tax receivable agreements liability	154,673	153,529
Deferred tax liabilities	86,144	75,888
Other long-term liabilities	1,290	1,294
<b>Total liabilities</b>	<u>644,463</u>	<u>612,726</u>
Equity:		
Class A Common Stock, par value \$0.001, 600,000,000 shares authorized, 97,574,397 and 97,030,095 shares issued and outstanding at March 31, 2022 and December 31, 2021, respectively	98	97
Class B Common Stock, par value \$0.00001, 65,000,000 shares authorized, 57,666,776 and 55,040,110 shares issued and outstanding, respectively, at March 31, 2022, and 58,244,627 and 55,488,221 shares issued and outstanding, respectively at December 31, 2021	—	—
Additional paid-in capital	899,485	890,724
Accumulated other comprehensive income	918	62
Accumulated deficit	(26,301)	(17,677)
Noncontrolling interests	623,065	630,056
<b>Total equity</b>	<u>1,497,265</u>	<u>1,503,262</u>
<b>Total liabilities and equity</b>	<u>\$ 2,141,728</u>	<u>\$ 2,115,988</u>

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

	<b>Three Months Ended March 31,</b>	
	<b>2022</b>	<b>2021</b>
Revenue	\$ 50,124	\$ 36,936
Cost of revenue:		
Cost of revenue exclusive of amortization shown below (1)	5,950	4,196
Amortization	5,378	5,241
Gross profit	<u>38,796</u>	<u>27,499</u>
Operating expenses:		
Sales and marketing (1)	21,293	11,743
Product development (1)	6,850	3,794
General and administrative (1)	10,454	4,636
Depreciation and amortization	9,874	9,446
Transaction expenses	1,310	38
Total operating expenses	<u>49,781</u>	<u>29,657</u>
Loss from operations	(10,985)	(2,158)
Other expense, net:		
Other (expense) income, net	(101)	124
Interest expense, net	(1,884)	(8,454)
Total other expense, net	<u>(1,985)</u>	<u>(8,330)</u>
Net loss before income taxes	(12,970)	(10,488)
Provision for income taxes	(87)	—
Net loss	<u>(13,057)</u>	<u>(10,488)</u>
Less: Net loss attributable to Definitive OpCo prior to the Reorganization Transactions	—	(10,488)
Less: Net loss attributable to noncontrolling interests	(4,433)	—
Net loss attributable to Definitive Healthcare Corp.	<u>\$ (8,624)</u>	<u>\$ —</u>
Net loss per share of Class A Common Stock:		
Basic and diluted	<u>\$ (0.09)</u>	N/A
Weighted average Class A Common Stock outstanding:		
Basic and diluted	<u>97,158,823</u>	N/A

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

	<b>Three Months Ended March 31,</b>	
	<b>2022</b>	<b>2021</b>
Cost of revenue	\$ 232	\$ 15
Sales and marketing	3,746	102
Product development	1,289	76
General and administrative	1,605	213
Total equity-based compensation expense	<u>\$ 6,872</u>	<u>\$ 406</u>

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

	<u>Three Months Ended March 31,</u>	
	<u>2022</u>	<u>2021</u>
<b>Cash flows from operating activities:</b>		
Net loss	\$ (13,057)	\$ (10,488)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation and amortization	525	341
Amortization of intangible assets	14,727	14,346
Amortization of deferred contract costs	1,875	843
Equity-based compensation	6,872	406
Amortization of debt issuance costs	176	523
Provision for doubtful accounts receivable	9	35
Tax receivable agreement remeasurement	248	—
Deferred income taxes	69	—
Changes in operating assets and liabilities:		
Accounts receivable	8,526	4,399
Prepaid expenses and other current assets	692	(559)
Deferred contract costs	(3,299)	(2,854)
Contingent consideration accrual	(6,400)	—
Accounts payable, accrued expenses and other current liabilities	(3,579)	(3,908)
Deferred revenue	6,249	10,443
Net cash provided by operating activities	<u>13,633</u>	<u>13,527</u>
<b>Cash flows from investing activities:</b>		
Purchases of property, equipment and other assets	(794)	(3,842)
Purchases of short-term investments	(109,559)	—
Cash paid for acquisitions, net of cash acquired	(56,499)	—
Net cash used in investing activities	<u>(166,852)</u>	<u>(3,842)</u>
<b>Cash flows from financing activities:</b>		
Repayments of term loans	(1,719)	(1,170)
Payment of contingent consideration	(1,100)	—
Payments of equity offering issuance costs	(1,299)	(126)
Member distributions	(258)	—
Net cash used in financing activities	<u>(4,376)</u>	<u>(1,296)</u>
Net (decrease) increase in cash and cash equivalents	(157,595)	8,389
Effect of exchange rate changes on cash and cash equivalents	(108)	(84)
Cash and cash equivalents, beginning of period	387,498	24,774
Cash and cash equivalents, end of period	<u>\$ 229,795</u>	<u>\$ 33,079</u>
<b>Supplemental cash flow disclosures:</b>		
Cash paid during the period for:		
Interest	\$ 1,771	\$ 8,039
Acquisitions:		
Net assets acquired, net of cash acquired	\$ 97,499	\$ —
Initial cash investment in prior year	(40,000)	—
Contingent consideration	(1,000)	—
Net cash paid for acquisitions	<u>\$ 56,499</u>	<u>\$ —</u>
<b>Supplemental disclosure of non-cash investing activities:</b>		
Capital expenditures included in accrued expenses	\$ 3,500	\$ —

**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 March 31,	
	2022	2021
Cash flow from operations	\$13,633	\$13,527
Purchases of property, equipment and other assets	(794)	(3,842)
Interest paid in cash	1,771	8,039
Transaction expenses paid in cash (a)	1,310	38
Earnout payment (b)	6,400	—
Other non-recurring items (c)	1,596	1,095
<b>Unlevered Free Cash Flow</b>	<b>\$23,916</b>	<b>\$18,857</b>

- (a) Transaction expenses paid in cash primarily represent legal, accounting and consulting expenses related to our acquisitions.  
(b) Earnout payment represents final settlement of contingent consideration included in cash flow from operations.  
(c) Non-recurring items represent expenses that are typically one-time or non-operational in nature.

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

	Three Months Ended March 31,	
	2022	2021
Net loss	\$ (13,057)	\$(10,488)
Add: Income tax provision	87	—
Add: Interest expense, net	1,884	8,454
Add: Other expense (income), net	101	(124)
<b>Loss from operations</b>	<b>(10,985)</b>	<b>(2,158)</b>
Add: Amortization of intangible assets acquired through business combinations	14,451	14,092
Add: Equity-based compensation	6,872	406
Add: Transaction expenses	1,310	38
Add: Other non-recurring items	1,596	1,095
<b>Adjusted Operating Income</b>	<b>13,244</b>	<b>13,473</b>
Less: Interest expense, net	(1,884)	(8,454)
Less: Recurring income tax benefit (provision)	305	—
Less: Foreign currency gain	147	124
Less: Tax impacts of adjustments to net income (loss)	(4,161)	(2,533)
<b>Adjusted Net Income</b>	<b>\$ 7,651</b>	<b>\$ 2,610</b>
Shares for Adjusted Net Income Per Diluted Share (a)	154,216,995	
Adjusted Net Income Per Share	\$ 0.05	

- (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 158,339,437 as of March 31, 2022.

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

	Three Months Ended March 31,	
	2022	2021
<b>Net loss</b>	<b>\$(13,057)</b>	<b>\$(10,488)</b>
Interest expense, net	1,884	8,454
Income tax provision	87	—
Depreciation & amortization	15,252	14,687
<b>EBITDA</b>	<b>4,166</b>	<b>12,653</b>
Other (income) expense, net (a)	101	(124)
Equity-based compensation (b)	6,872	406
Transaction expenses (c)	1,310	38
Other non-recurring items (d)	1,596	1,095
<b>Adjusted EBITDA</b>	<b>\$ 14,045</b>	<b>\$ 14,068</b>
Revenue	\$ 50,124	\$ 36,936
<b>Adjusted EBITDA margin</b>	<b>28%</b>	<b>38%</b>

- (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 expenses primarily represent legal, accounting and consulting expenses and fair value adjustments for contingent consideration related to our acquisitions.

(d) Non-recurring items represent expenses that are typically one-time or non-operational in nature.

Reconciliation of Adjusted Gross Profit to GAAP Gross Profit  
(in thousands; unaudited)

	Three Months Ended	
	March 31,	
	2022	2021
<b>Reported gross profit</b>	\$38,796	\$27,499
Amortization of intangible assets resulting from acquisition-related purchase accounting adjustments (a)	5,102	4,987
Equity-based compensation	232	15
<b>Adjusted Gross Profit</b>	\$44,130	\$32,501
Revenue	\$50,124	\$36,936
<b>Adjusted Gross Margin</b>	<u>88%</u>	<u>88%</u>

(a) Amortization of intangible assets resulting from purchase accounting adjustments represents non-cash amortization of acquired intangibles, primarily resulting from the Advent acquisition.



**Definitive Healthcare Names Robert Musslewhite as CEO Effective August 1, 2022**  
*Founder & CEO Jason Krantz will become Executive Chairman*

**FRAMINGHAM, MA – May 5, 2022** – Definitive Healthcare Corp. (Nasdaq: DH), an industry leader in healthcare commercial intelligence, today announced that its Board of Directors has appointed Robert Musslewhite as the company’s next CEO, effective August 1, 2022. Jason Krantz, founder, current CEO and Chairman of the Board of Directors of Definitive Healthcare, will remain on the company’s Board of Directors and become Executive Chairman.

“The Board of Directors and I are thrilled that Robert will serve as the next CEO of Definitive Healthcare,” said Krantz. “Robert brings a wealth of healthcare industry expertise and a successful track record of leading Software-as-a-Service healthcare information companies. He is the perfect person to lead Definitive Healthcare through our next period of growth, and I am excited to continue working in partnership with him.”

As Executive Chairman, Krantz will continue to be highly involved in defining the product vision and long-term strategy of the company, helping to recruit best-in-class leadership, and serving as a partner to Musslewhite.

Musslewhite is currently President of Definitive Healthcare and has served as a member of the Board of Directors of the Company since June 2021. Since joining as President in October 2021, Musslewhite has been responsible for all commercial aspects of the business, including sales, marketing, and M&A. In his current role, he has led the rapid growth of the company’s commercial operations, including integration of recent key acquisitions, and he possesses significant experience with subscription business models and healthcare analytics. Musslewhite has worked closely with Krantz in developing and implementing the company’s growth strategy to-date and is ideally skilled to lead it forward.

Prior to joining Definitive Healthcare, Musslewhite served from August 2019 through August 2021 as the Chief Executive Officer of OptumInsight, a \$1.4 billion division of Optum, which uses a SaaS business model to deliver solutions that make clinical and administrative processes easier and more efficient across the healthcare ecosystem.

Musslewhite joined Optum following Optum's acquisition of The Advisory Board Company, a publicly traded company that used a subscription business model to deliver best practices research and insight, technology, data-enabled services, and consulting services. During his time as Chief Executive Officer from 2008 until 2017, The Advisory Board Company grew from approximately \$200 million to \$800 million in revenue. Prior to his appointment as Chief Executive Officer of OptumInsight, Musslewhite served as Chief Executive Officer of Optum360 from March 2019 until August 2019 and, prior to that, as Chief Executive Officer of Optum Analytics and Chief Executive Officer of Advisory Board Research from 2017 until March 2019. Prior to joining The Advisory Board Company, Musslewhite was an Associate Principal with McKinsey & Company, a global management consulting firm.

Musslewhite currently serves on the Boards of Directors of CoStar Group (Nasdaq: CSGP), Ascend Learning, and Iodine Software. He is a member of the Economics Club of Washington D.C., and he recently completed service as Chair of the Board of Governors of St. Albans School. Musslewhite received a J.D. from Harvard Law School and an A.B. in Economics from Princeton University.

"I am tremendously excited to take the helm at Definitive Healthcare," said Musslewhite, "and I am passionate about the company's mission to transform data, analytics, and expertise into healthcare commercial intelligence. Definitive Healthcare has a great SaaS business model, with incredible customer retention, which just proves the value that the company delivers to its nearly 3,000 customers. I'm a big believer in the company and the culture that Jason and all the employees have built."

Musslewhite continued, "I also want to thank Jason for his amazing leadership over these last 11 years. It's the rare CEO who can start a company, lead it through an IPO, and then surpass \$200 million in annualized revenue run rate. I'm thrilled that he will continue as our Executive Chairman, and I look forward to partnering with Jason to take Definitive Healthcare to the next level."

### **Conference Call Information**

Definitive Healthcare will host a conference call today, May 5, 2022, at 4:30 p.m. (Eastern Time) to discuss the Company's financial results and current business outlook. To access the call, dial (877) 407-3982 (domestic) or (201) 493-6780 (international). The conference ID number is 13728297. Shortly after the conclusion of the call, a replay of this conference call will be available through May 19, 2022 at (844) 512-2921 (domestic) or (412) 317-6671 (international). The replay passcode is 13728297. A live audio webcast of the event will be available on the Definitive Healthcare's Investor Relations website at <https://ir.definitivehc.com/>.

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## **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. Our SaaS platform creates new paths to commercial success in the healthcare market, so companies can identify where to go next. Learn more at [definitivehc.com](https://definitivehc.com).

## **Forward-Looking Statements**

*This press release may include 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," "should," "may," "anticipates," "intends," "plans," "seeks," "believes," "estimates," "expects" 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, continued growth, expectations with respect to the timing, occurrence and effectiveness of our transition of leadership and our related plans, goals and objectives.*

*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: an outbreak of disease, global or localized health pandemic or epidemic, or the fear of such an event (such as the COVID-19 global pandemic), including the global economic uncertainty and measures taken in response; the short- and long-term effects of the COVID-19 global pandemic, including the pace of recovery or any future resurgence; uncertainty regarding ongoing hostility between Russia and Ukraine and the related impact on macroeconomic conditions, including inflation as a result of such conflict or other events; our inability to generate substantially all of our revenue and cash flows from sales of subscriptions to our platform and 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 profitability in the future compared to historical levels as we increase investments in our business; the loss of our access to our data providers, which could negatively impact our platform; the failure to respond to advances in healthcare commercial intelligence; an inability to attract new customers and expand subscriptions of current customers; the risk of cyber-attacks and security vulnerabilities; and if our security measures are breached or unauthorized access to data is otherwise obtained, our platform may be perceived as not being secure, customers may reduce the use of or stop using our platform, and we may incur significant liabilities.

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 March 31, 2022 that will be filed following this press release and our Annual Report on Form 10-K for the fiscal year ended December 31, 2021, and our subsequent SEC filings, which are or will be available on the Investor Relations page of our website at [ir.definitivehc.com](http://ir.definitivehc.com) and on the SEC website at [www.sec.gov](http://www.sec.gov).

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*Any forward-looking statement made by us speaks only as of the date on which it is made. We undertake no obligation to publicly update any forward-looking statement, whether as a result of new information, future developments or otherwise, except as may be required by law.*

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