

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

**FORM 8-K**

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

**Date of Report (Date of earliest event reported):  
November 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**  
(IRS Employer  
Identification No.)

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

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

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

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

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

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

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

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

Emerging growth company

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

## Item 2.02 Results of Operations and Financial Condition.

On November 3, 2022, Definitive Healthcare Corp. (the “Company”) issued a press release announcing its financial results for the third quarter ended September 30, 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 November 3, 2022, the Company announced that, on September 16, 2022, its Board of Directors (the “Board”) appointed Jonathan Maack to the position of President, effective November 3, 2022 (the “Effective Date”).

Prior to joining the Company, Mr. Maack, 44, served as Chief Strategy and Corporate Development Officer at athenahealth, a leading provider of cloud-based EHR/PM solutions and revenue cycle and value-based care services, which he joined in May 2021. Prior to his time at athenahealth, Mr. Maack served as Chief Strategy Officer at OptumInsight, an information and technology-enabled health services business, having joined via acquisition in November 2017 and remaining through May 2021. Prior to joining OptumInsight, Mr. Maack held a variety of senior leadership roles at The Advisory Board Company from August 2014 to November 2017, culminating in a role as the General Manager of the Health System Growth Business, which helped health systems market their services to patients and engage physicians. Prior to The Advisory Board Company, Mr. Maack was a management consultant at Bain & Company from January 2010 to August 2014, where he focused on private equity due diligence and operational improvement work in healthcare. Mr. Maack holds a B.A. in Art History, Economics and German from New York University and an M.B.A. in Healthcare from The Wharton School of the University of Pennsylvania.

### *Maack Employment Agreement; Initial RSU Grant*

In connection with his appointment as President, the Board approved the entry into an employment agreement by and between Definitive Healthcare, LLC and Mr. Maack, dated September 22, 2022 (the “Employment Agreement”), which sets forth certain terms of his employment and pursuant to which Mr. Maack is entitled to (i) an annual base salary of \$400,000, and (ii) an annual bonus equal to (a) for 2022, a guaranteed amount equal to 70% of Mr. Maack’s base salary, pro-rated from Mr. Maack’s start date through December 31, 2022 and (b) for future years, in the sole discretion of the Compensation Committee of the Board, an amount up to 70% of Mr. Maack’s base salary, based on the Company’s achieving specified revenue targets and other requirements determined annually by the Chief Executive Officer of the Company and the Board. The Board has also approved an initial grant (the “Initial RSU Grant”) of 546,303 restricted stock units with respect to the Company’s Class A common stock, par value \$0.001 per share (“RSUs”), to Mr. Maack, which RSUs vest (i) 25% on November 3, 2023 and (iii) thereafter, 6.25% every three months for the next three years until fully vested, in each case subject to Mr. Maack’s continued Service (as defined in the Definitive Healthcare Corp. 2021 Equity Incentive Plan (the “Equity Plan”)) through each vesting date and the terms of the Equity Plan. The Initial RSU Grant is also subject to the terms and conditions of an RSU award agreement in substantially the form of the Company’s form of executive RSU award agreement under the Equity Plan, which is attached as Exhibit 10.1 to this Current Report on Form 8-K and incorporated by reference herein. In addition, the Employment Agreement provides that Mr. Maack will be eligible for an annual equity award in 2024 (the “2024 Award”) pursuant to the Equity Plan, upon such terms and conditions as are determined by the Compensation Committee in its sole discretion, provided that management will recommend to the Compensation Committee that the 2024 Award have a target grant value of at least \$2 million and that any time-based component thereof vest consistent with the vesting scheduling of the Initial RSU Grant.

Mr. Maack is eligible to participate in the Company’s benefit plans that are generally available to the Company’s executive employees, and for reimbursement of certain expenses, including a one-time lump-sum relocation payment of \$330,000, which is subject to repayment requirements should Mr. Maack’s employment terminate within 24 months of the Effective Date. Mr. Maack is also eligible for reimbursement of 100% of all health insurance premiums for Mr. Maack if enrolled in a Company sponsored health plan. The Employment Agreement includes customary provisions requiring confidentiality, assignment of inventions and non-competition and non-solicitation of the Company’s employees during employment and one year thereafter.

Mr. Maack’s employment is at will. If we terminate Mr. Maack’s employment without Cause and other than as a result of death or Disability (each as defined in the Employment Agreement) or Mr. Maack terminates his employment for Good Reason (as defined in the Employment Agreement) then, subject to his execution of a general release of claims and certain other conditions set forth in the Employment Agreement, we must provide Mr. Maack with (i) continuation of regular payments of base salary for a period of twelve months; (ii) payment of any annual bonus for a prior fiscal year to the extent earned but not previously paid, plus a lump-sum payment of the annual bonus to be earned by Mr. Maack during the twelve month period following the date of termination of employment at the

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greater of “target” or the average bonus paid over the prior two years (if such history exists); (iii) accelerated vesting of all forms of equity awarded to Mr. Maack by the Company at any time that are subject to time-based vesting and would otherwise have vested during the twelve-month period following the termination date; and (iv) payment for twelve months of COBRA coverage, if applicable.

If during a Change of Control Period (as defined in the Employment Agreement), Mr. Maack’s employment is terminated without Cause, or Mr. Maack terminates his employment for Good Reason, then we must provide Mr. Maack with (i) continuation of regular payments of base salary for a period of eighteen months from the date of termination of employment; (ii) payment any annual bonus for a prior fiscal year to the extent earned but not previously paid, plus a lump-sum payment of 1.5 times the greater of the target annual bonus to be earned by Mr. Maack in the year of termination or the average of the bonuses paid in the last two calendar years (if such history exists); (iii) acceleration of the vesting of all forms of equity awarded to Mr. Maack by the Company at any time; and (iv) payment for eighteen months of COBRA coverage, if applicable.

The foregoing description of the Employment Agreement is qualified in its entirety by reference to the full text and terms of the Employment Agreement, which is attached as Exhibit 10.2 to this Current Report on Form 8-K and incorporated by reference herein.

Mr. Maack will also entered into the Company’s standard form of indemnity agreement in the form previously approved by the Board, which form is filed as Exhibit 10.6 to the Company’s Registration Statement on Form S-1 (File No. 333-258990) filed with the SEC on August 20, 2021.

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

On November 3, 2022, the Company issued a press release announcing the appointment of Mr. Maack as the Company’s President. A copy of the press release is furnished as Exhibit 99.2 to this Current Report on Form 8-K 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	<a href="#">Employment Agreement, dated as of September 22, 2022, by and between Definitive Healthcare, LLC and Jonathan Maack</a>
10.2	<a href="#">Form of Executive Restricted Stock Unit Award Agreement under Definitive Healthcare Corp. 2021 Equity Incentive Plan</a>
99.1	<a href="#">Press Release Dated November 3, 2022 (furnished herewith pursuant to Item 2.02)</a>
99.2	<a href="#">Press Release Dated November 3, 2022 (furnished herewith pursuant to Item 7.01)</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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**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: November 3, 2022

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## EMPLOYMENT AGREEMENT

This Agreement (the “**Agreement**”), dated as of September 22, 2022, is made and entered into by and between Definitive Healthcare, LLC, a Massachusetts limited liability company (the “**Company**”), and Jonathan Maack (the “**Executive**”).

### Introduction

The Company desires to retain the services of the Executive pursuant to the terms and conditions set forth herein and the Executive wishes to be employed by the Company on such terms and conditions. The Executive will be a senior executive of the Company, with significant access to information concerning the Company and its business. The disclosure or misuse of such information or the engaging in competitive activities would cause substantial harm to the Company.

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

**1. Term.** All provisions of this Agreement, other than Section 7 hereof (the “**Non- Competition Covenant**”), shall become effective as of the Start Date (as defined below). The Non-Competition Covenant shall become effective on the tenth business day after the Executive has been provided by the Company with notice of the Non-Competition Covenant (the “**Non- Competition Covenant Effective Date**”). The Company shall employ the Executive hereunder from the Start Date until the Executive’s employment with the Company is terminated pursuant to Section 11. The Executive shall be employed on an “at will” basis. The Executive’s start date with the Company, as an employee under this Agreement, shall be November 3, 2022 (“**Start Date**”).

**2. Duties; Place of Employment.** The Executive will serve as the President of the Company and shall have such authority, duties and responsibilities assigned to Executive by the Chief Executive Officer. The Executive will report to the Chief Executive Officer. The Executive’s principal place of employment will be in the greater Boston area.

**3. Full Time; Best Efforts.** The Executive shall use the Executive’s best efforts to promote the interests of the Company and 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 interfere with the performance of the Executive’s duties, services and responsibilities hereunder. Nothing in this Agreement shall preclude the Executive from engaging in civic, charitable, and volunteer activities and, in the future, other Boards with the prior approval of the Chief Executive Officer or Definitive Health Board provided that such activities do not materially interfere with the Executive’s proper performance of his duties and responsibilities on behalf of the Company.

**4. Compensation and Benefits.** During the term of this Agreement, the Executive shall be entitled to compensation and benefits as follows:

**(a) Base Salary.** The Executive will receive a salary at the rate of \$400,000 annually (the “**Base Salary**”), payable in accordance with the Company’s standard payroll practices. The Compensation Committee (“**Compensation Committee**”) of the Board of Directors (the “**Board**”) of Definitive Healthcare Corp. (“**Parent**”) shall determine, on an annual basis and in its sole good faith discretion, whether to increase or otherwise modify the Executive Base

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Salary.

(b) **Bonus.** The Executive shall be eligible to receive an annual cash bonus (“**Annual Bonus**”), based on the Company achieving specified revenue targets and other requirements which will be determined reasonably and in good faith on an annual basis for the corresponding year by the CEO and the Board. For 2022, the Annual Bonus will be guaranteed at a pro-rated amount equal to 70% of Executive’s Base Salary calculated from the Start Date hereof through the end of the year. For future years, Executive will be eligible for an Annual Bonus of up to 70% of Executive’s Base Salary, which shall be determined in the sole discretion of the Compensation Committee. 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) **Shares.** Upon the Start Date, the Executive will receive a grant of restricted stock units (“**RSUs**”) in Parent pursuant to the Definitive Healthcare Corp. 2021 Equity Incentive Plan (the “**Equity Plan**”) and the applicable award agreement thereunder (the “**Initial RSU Grant**”). The Initial RSU Grant will have a target value at grant of \$8,200,000, and the number of RSUs subject to the Initial RSU Grant will be determined by dividing such target grant value by the average closing price of a share of Parent common stock over the twenty (20) trading days immediately preceding (and not including) the Start Date. The RSUs subject to the Initial RSU Grant will vest as follows: 25% of the RSUs will vest on the one year anniversary of the Start Date, followed by quarterly vesting of 6.25% per quarter until fully vested, over the subsequent three (3) years. The Executive shall be eligible for an annual equity award in 2024 pursuant to the Equity Plan, at the same time as such grants are made to other similarly situated executives, subject to time and/or performance-based vesting conditions (the “**2024 Annual Grant**”). The vesting conditions and other terms and conditions applicable to, and the form of, the 2024 Annual Grant shall be determined by the Compensation Committee in its sole discretion; provided, that management will recommend to the Compensation Committee that the 2024 Annual Grant have a target grant value of at least \$2 million, and any time-based component thereof shall vest consistent with the time-based vesting schedule applicable to the Initial RSU Grant, subject to the terms and conditions of the Equity Plan and the applicable grant agreement(s) thereunder.

(d) **Benefits.** In addition to the Base Salary and the compensation set forth above, the Executive shall be entitled to participate in Company benefit plans that are generally available to the Company’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 health plan, the Company will reimburse 100% of the costs of the premiums of the policy. The Company may modify or terminate such benefit programs at any time in its sole discretion.

(e) **Paid Time Off.** The Executive shall be entitled to paid time off (PTO), in addition to paid Company holidays, consistent with the Company’s policy as in effect from time

to time applicable to similarly situated executives; provided, however, unless approved in advance, no more than three (3) weeks of PTO may be taken consecutively.

**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, subject to the presentation of appropriate documentation and approved by, or in accordance with the Company’s policies as approved by the Board. If any reimbursement provided by the Company pursuant to this Agreement would constitute deferred compensation for purposes

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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. In addition, in association with the Executive's relocation to the Boston area, the Company agrees to provide a lump-sum relocation payment of \$330,000 (the "**Relocation Amount**"). The Relocation Amount shall be paid to Executive in the next regularly scheduled payroll date within the month following the Start Date. The Relocation Amount shall be included in Executive's gross income as wages and will be subject to withholding of all applicable taxes. If the Executive's employment with the Company is terminated (i) within 12 months following the Start Date, then the Executive shall repay to the Company 100% of the Relocation Amount; or (ii) between the date that is 12 months following the Start Date and 24 months following the Start Date, then the Executive shall repay to the Company 50% of the Relocation Amount. Notwithstanding the foregoing, the Executive shall not be required to repay the Company any portion of the Relocation Amount if the Executive's employment with the Company is terminated by the Company without Cause (other than as a result of death or Disability of the Executive) or by the Executive for Good Reason.

(f) **Withholding.** The Company 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.** The Company will maintain a directors and officers liability policy covering Executive with coverage comparable or equal to that provided to other senior executives of the Company.

5. **Confidentiality; Intellectual Property.** The Executive agrees that during the Executive's employment or other business relationship with the Company, 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.

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(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 understand 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.

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(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 entity 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

(b) 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 Non-Competition Covenant 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 which the Company or its affiliates have active plans to conduct, 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 Initial RSU Grant, 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 he has been provided notice of this Section 7 at least 10 business days prior to this Section 7 becoming effective, and that he or she has the right to consult with counsel prior to signing this Agreement.

**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,

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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 and the Company agrees to reimburse the Executive's reasonable costs for such review, up to \$10,000, (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 may be terminated at any time (i) by the Company with or without Cause, (ii) by the Executive for any or no reason, or (iii) by the Company or the Executive in the event of the Executive's Disability, and shall terminate in the event of the Executive's death.

meanings:

**(b)**

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**Definitions.** As used herein, the following terms shall have the following

“**Cause**” shall mean, with respect to the Executive, (i) commission of or indictment

for, 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 or its affiliates; (iii) theft of property of the Company or its affiliates or falsification of documents of the Company or its affiliates or dishonesty in their preparation; or (iv) breach of any material provision of any agreement with the Company or its 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 or its affiliates. To the extent any breach set forth in this definition of Cause can be cured, the Company shall provide written notice to the Executive identifying the breach and Executive shall have thirty (30) calendar days to cure the breach.

“**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

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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 eighteen (18) 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); or (b) any material breach by the Company of any material written agreement between the Executive and the Company; or (c) a material relocation of the Executive's principal office of employment; (d) a material diminution of the duties, title, authority, or responsibilities of the Executive (to include any change in reporting that results in Executive not reporting to the CEO of the Company or to the Board) other than those duties, titles, authority or responsibilities that are by their nature or specifically identified as temporary, provided that no condition set forth in the preceding (a), (b), (c) or (d) will be deemed Good Reason unless the Company fails to cure the condition(s) giving rise to Good Reason within 30 days from the date on which the Executive notifies the Company, in writing, of such condition(s) (the "Cure Period"), and Executive resigns from employment within thirty (30) days following the expiration of the Cure Period.

**"Disability"** means illness (mental or physical) or accident, which results in the Executive being unable to perform the Executive's duties as an Executive of the Company 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 any Annual Bonus

for a prior fiscal year to the extent earned and not previously paid, plus a lump sum 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 bonus for the current year at target or the average of the bonus paid in the last two (2) calendar years if such history exists, in each case, payable within thirty (30) days following the date of termination and subject to

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withholding for all applicable taxes; (iii) acceleration of the vesting 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; and (iv) should Executive timely elect and be eligible to continue receiving group medical insurance pursuant to the Consolidated Omnibus Budget Reconciliation Act, payment for a period of twelve (12) months of the entire amount of the premiums for such coverage. For the purposes of clarity, the above acceleration of vesting will only apply to instruments that vest based on time. Instruments that vest based on performance will be excluded from this acceleration.

**(c) Effects of Termination.** If the Executive’s employment is terminated during the Term, 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 the Executive’s employment with the Company is terminated by the Company 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 or any affiliate.

**(d) Termination by the Company 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 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’s regular payroll schedule and subject to withholding for all applicable taxes; (ii) payment of any Annual Bonus for a prior fiscal year to the extent earned and not previously paid plus a lump sum payment of 1.5 times the greater of the Target Annual Bonus to be earned by the Executive during the year of such termination or the average of the bonus paid in the last two (2) calendar years (if such history exists), in each case, payable 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 at any time; and (iv) should Executive timely elect and be eligible to continue receiving group medical insurance

pursuant to the Consolidated Omnibus Budget Reconciliation Act, payment for a period of eighteen (18) months of the entire amount of the premiums for such coverage.

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

**(i) Release of Claims.** The Company’s obligation to pay Severance shall be contingent upon the Executive signing a separation agreement in form and substance reasonably

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acceptable to the Company and Executive, to include, among other provisions, non-competition and non-disparagement provisions, and a general release of claims in the favor of the Company.

**(ii) Consequences of Breach.** If the Executive breaches the Executive's obligations under Sections 5, 6 or 7 of this Agreement during the period the Company is obligated to pay Severance, the Company 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 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, the Company 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 25 of this Agreement 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.

**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

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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 12 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 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 14. 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

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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 16.

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

(b) If to the Company, 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.

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**21. Amendments and Waivers.** This Agreement may be amended or modified only by a written instrument signed by the Company (at the direction of the Management 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 rights and obligations of the Executive hereunder are personal and may not be assigned without the Company's prior written consent. Any assignment of this Agreement by the Company shall not be considered a termination of the Executive's employment.

**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.

**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 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 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, the Executive consents to notification by the Company to the Executive's new employer or its agents regarding the Executive's obligations under Sections 5, 6 and 7 of this Agreement.

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

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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/ Robert Musslewhite  
Name: Robert Musslewhite Title: Chief  
Executive Officer

/s/ Jonathan Niles Maack

Executive: Jonathan Maack

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Company or its Affiliate, any vested or unvested Restricted Stock Units will be forfeited immediately, automatically and without consideration.

3. Payment

- (a) Settlement. The Company shall deliver to the Participant within thirty (30) days following each Vesting Date or vesting date under Section 11.3 of the Plan and 2(c) of the Agreement, as applicable, a number of shares of Common Stock equal to the number of Restricted Stock Units that vested pursuant to Section 2 on such date. No fractional shares of Common Stock shall be delivered, but shall be delayed until a full share has vested. The Company may deliver such shares either through book entry accounts held by, or in the name of, the Participant or cause to be issued a certificate or certificates representing the number of shares to be issued in respect of the Restricted Stock Units, registered in the name of the Participant.
  
- (b) Withholding Requirements. Unless the Committee determines to require or permit the Participant to satisfy the withholding requirements set forth in this Section 3(b) in any other manner allowed by Section 14 of the Plan, the Company shall automatically withhold cash or shares of Common Stock that are otherwise deliverable to the Participant under this Agreement, in an amount necessary to satisfy all federal, state and local taxes required to be withheld in connection with the settlement of the Restricted Stock Units.

4. Non-Disclosure and Non-Use of the Company's Trade Secrets or Confidential Information

- (a) At all times during and following Participant's Service, Participant agrees that he or she will not, either directly or indirectly, and Participant will not permit any Covered Entity which is Controlled by Participant to, either directly or indirectly, (i) divulge, use, disclose (in any way or in any manner, including by posting on the Internet), reproduce, distribute, or reverse engineer or otherwise provide the Company's Trade Secrets or Confidential Information to any person, firm, corporation, reporter, author, producer or similar person or entity; (ii) take any action that would make available Trade Secrets or Confidential Information to the general public in any form; (iii) take any action that uses Trade Secrets or Confidential Information to solicit any client or prospective client of the Company; or (iv) take any action that uses Trade Secrets or Confidential Information for

solicitation or marketing for any service or product or on Participant's behalf or on behalf of any entity other than the Company with which Participant may become associated, except (i) as required in connection with the performance of such Participant's duties to the Company, (ii) as required to be included in any report, statement or testimony requested by any municipal, state or national regulatory body having jurisdiction over Participant or any Covered Entity which is Controlled by Participant, (iii) as required in response to any summons or subpoena or in connection with any litigation, (iv) to the extent necessary in order to comply with any law, order, regulation, ruling or governmental request applicable to Participant or any Covered Entity which is Controlled by Participant, (v) as required in connection with an audit by any taxing authority, or (vi) as permitted by the express written consent of the Board. In the event that Participant or any such Covered Entity which is Controlled by Participant is required to disclose Trade Secrets or Confidential Information pursuant to the foregoing exceptions, Participant shall promptly notify the Company of such pending disclosure and assist the Company (at the Company's expense) in seeking a protective order or in objecting to such request, summons or subpoena with regard to the Trade Secrets or Confidential Information. If the Company does not obtain such relief after a period that is reasonable under the circumstances, Participant (or such Covered Entity) may disclose that portion of the Trade Secrets or Confidential Information which counsel to such party advises such party that they are legally compelled to disclose. In such cases, Participant shall promptly provide the Company with a copy of the Trade Secrets or Confidential Information so disclosed. This provision applies without limitation to unauthorized use of Trade Secrets or Confidential Information in any medium, writings of any kind containing such information or materials, including books, and articles, blogs, websites, or writings of any other kind, or film, videotape, or audiotape. If, and only if, the controlling state law applicable to Participant requires a time limit to be placed on restrictions concerning the post-employment use of Confidential Information for the restriction to be enforceable, then this restriction on Participant's use of Confidential Information that is not a Trade Secret will expire two (2) years after Participant's employment or other association with the Company ends. This time limit will not apply to Confidential Information that qualifies as a Trade Secret. The Company's trade secrets will remain protected for as long as they qualify as trade secrets under applicable law.

- (b) Notwithstanding Participant's confidentiality obligations set forth in this Section 4, Participant understands that, pursuant to the Defend Trade Secrets Act of 2016, Participant shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a Trade Secret that: (i) is made (x) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (y) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Participant understands that in the event it is determined that disclosure of the Trade

Secrets of the Company or any of its Subsidiaries or Affiliates was not done in good faith pursuant to the above, Participant shall be subject to substantial damages under federal criminal and civil law, including punitive damages and attorneys' fees.

- (c) Notwithstanding anything to the contrary contained herein, nothing in this Agreement shall limit or interfere with Participant's right, without notice to or authorization of the Company, to communicate and cooperate in good faith with a Government Agency for the purpose of (i) reporting a possible violation of any U.S. federal, state, or local law or regulation, (ii) participating in any investigation or proceeding that may be conducted or managed by any Government Agency, including by providing documents or other information, or (iii) filing a charge or complaint with a Government Agency. For purposes of this Agreement, "Government Agency" means the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the U.S. Securities and Exchange Commission, the Financial Industry Regulatory Authority, or any other self-regulatory organization or any other federal, state or local governmental agency or commission.

5. Non-Competition and Non-Solicitation. In consideration of the Restricted Stock Units granted which Participant and the Company agree is mutually agreed upon consideration, during the term of Participant's Service and for 12 months following the termination of Participant's Service (the "Restricted Period"):

- (a) Participant will not, directly or indirectly, individually or as a consultant to, or an Participant, officer, director, manager, stockholder, partner, member or other owner or participant in any business entity (including, without limitation, any competitor of the Company), other than the Company, engage in or assist any other person or entity to engage in any business which competes with any business in which the Company is engaging or the actual or demonstrably anticipated research or development of the Company (a "Competing Business"), during the Participant's employment, anywhere in the United States or anywhere else in the world in which Participant provided services for the Company or had a material presence or influence, during any time within the last two years prior to the termination of Participant's service to the Company. Notwithstanding the foregoing, the Participant's (x) discretionary ownership of less than three percent (3%) and (y) non-discretionary (for example through a mutual fund or other investment vehicle not controlled by Participant) ownership of the outstanding stock of any publicly-traded corporation shall not be deemed a violation of this Section 5(a);

- (b) the Participant will not, directly or indirectly, individually or as a consultant to, or an Participant, officer, director, manager, stockholder, partner, member or other owner or participant in any business entity solicit or endeavor to entice away from the Company, endeavor to reduce the amount of business conducted with the Company by 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, a customer or client of, supplier, vendor or service provider to, or other party having business relations with the Company; and
- (c) the Participant will not, directly or indirectly, individually or as a consultant to, or an Participant, officer, director, manager, stockholder, partner, member or other owner or participant in any business entity solicit or endeavor to entice away from the Company, or offer employment or any consulting arrangement 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, associated with or a consultant to the Company.

6. Enforcement; Remedies. Participant acknowledges that Participant's expertise in the business of the Company is of a special and unique character which gives this expertise a particular value, and that a breach of Sections 4 or 5 by Participant will cause serious and potentially irreparable harm to the Company. Participant therefore acknowledges that a breach of Sections 4 or 5 by Participant cannot be adequately compensated in an action for damages at law, and equitable relief would be necessary to protect the Company from a violation of this Agreement and from the harm which this Agreement is intended to prevent. By reason thereof, Participant acknowledges that the Company is entitled, in addition to any other remedies it may have under this Agreement or otherwise, to preliminary and permanent injunctive and other equitable relief to prevent or curtail any breach of this Agreement. Participant acknowledges, however, that no specification in this Agreement of a specific legal or equitable remedy may be construed as a waiver of or prohibition against the Company pursuing other legal or equitable remedies in the event of a breach of this Agreement by Participant. For purposes of Sections 4 and 5, "Company" shall specifically include the Company and its direct and indirect parent entities, subsidiaries, successors and assigns. If Participant fails to comply with a restriction in this Agreement that applies for a limited period of time after employment, the time period for that restriction will be extended by the greater of either: one day for each day Participant is found to have violated the restriction, or the length of the legal proceeding necessary to secure enforcement of the restriction; provided, however, that this extension of time shall be capped so that the extension of time does not exceed two years from the date their employment ended, and if this extension would make the restriction unenforceable under applicable law it will not be applied ("Fairness Extension"). If Participant resides or works in Massachusetts, the Fairness Extension will only apply to the restrictions in Section 5(b) and (c) and will only apply to the non-competition restriction in Section 5(a) if Participant



breaches their fiduciary duty and/or has unlawfully taken, physically or electronically, any Company records.

7. Definitions.

- (a) “Confidential Information” means any data or information, without regard to form, other than Trade Secrets, that is valuable to the Company and is not generally known by the public. To the extent consistent with the foregoing, Trade Secrets or Confidential Information includes, but is not limited to: (i) the names, addresses, phone numbers, accounts, financial information, and other information concerning patients, referral sources, payors (employers, managed care organizations, workers compensation insurers, and other types of payors) and other clients of the Company; (ii) non-public information and materials describing or relating to the Company’s business or financial affairs, including but not limited to financial and/or investment performance information, personnel matters, products, operating procedures, organizational responsibilities, marketing matters, or policies or procedures of the Company; or (iii) information and materials describing the Company’s existing or new products and services, including analytical data and techniques, and product, service or marketing concepts under development at or for the Company, and the status of such development. Trade Secrets or Confidential Information does not include information that, other than as a result of a breach by Participant of this Agreement, (x) is or becomes generally known within the relevant industry, or (y) is or becomes known to Participant other than through Participant’s work for the Company, or (z) is or becomes generally available to the public.
- (b) “Control” means (i) in the case of a corporate entity, direct or indirect ownership of at least fifty percent (50%) of the stock or securities entitled to vote for the election of directors; and (ii) in the case of a non-corporate entity (such as a limited liability company, partnership or limited partnership), either (x) direct or indirect ownership of at least fifty percent (50%) of the equity interests in such entity, or (y) the power to direct the management and policies of such entity.
- (c) “Covered Entity” means every Affiliate of Participant, and every business, association, trust, corporation, partnership, limited liability company, proprietorship or other entity in which Participant has an investment (whether through debt or equity securities), or maintains any capital contribution or made any outstanding advances to, or in which any Affiliate of Participant has an ownership interest or profit sharing percentage, or a firm from which Participant or any Affiliate of Participant receives or is entitled to receive income, compensation

or consulting fees in which Participant or any Affiliate of Participant has an interest as a lender (other than solely as a trade creditor for the sale of goods or provision of services that do not otherwise violate the provisions of this Agreement). The agreements of Participant contained herein specifically apply to each entity which is presently a Covered Entity (so long as it remains a Covered Entity) or which becomes a Covered Entity subsequent to the date of this Agreement.

- (d) “Trade Secrets” means information, without regard to form, including, but not limited to, technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, a prototype, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information: (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Trade Secrets also include any information or data described above that the Company obtains from another party and that the Company treats as proprietary or designates as a Trade Secrets, whether or not owned or developed by the Company.

## 8. Miscellaneous Provisions

- (a) Rights of a Shareholder; Dividend Equivalents. Prior to settlement of the Restricted Stock Units in shares of Common Stock, neither the Participant nor the Participant’s representative will have any rights as a shareholder of the Company with respect to any shares of Common Stock underlying the Restricted Stock Units. If cash dividends or other cash distributions are paid in respect of the shares of Common Stock underlying unvested Restricted Stock Units, then a dividend equivalent equal to the amount paid in respect of one Share shall accumulate and be paid with respect to each unvested Restricted Stock Unit at the time of settlement of the Restricted Stock Units.
- (b) Transfer Restrictions. The shares of Common Stock delivered hereunder will be subject to such stop transfer orders and other restrictions as the Committee may deem advisable under the Plan or the rules, regulations and other requirements of the Securities and Exchange Commission, any stock exchange upon which such shares are listed, any applicable federal or state laws and any agreement with, or policy of, the Company or the Committee to which the Participant is a party or

subject, and the Committee may cause orders or designations to be placed upon the books and records of the Company's transfer agent to make appropriate reference to such restrictions.

- (c) Clawback Policy. The Participant acknowledges that the Participant is subject to the provisions of Section 12 (Forfeiture Events) and Section 14.6 (Trading Policy and Other Restrictions) of the Plan and any compensation recovery, "clawback" or similar policy adopted by the Company from time to time and/or made applicable by law including the provisions of Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the rules, regulations and requirements adopted thereunder by the Securities and Exchange Commission and/or any national securities exchange on which the Company's equity securities may be listed.
- (d) Adjustments. In the event of any change with respect to the outstanding shares of Common Stock contemplated by Section 4.5 of the Plan, the Restricted Stock Units may be adjusted in accordance with Section 4.5 of the Plan.
- (e) No Right to Continued Service. Nothing in this Agreement or the Plan confers upon the Participant any right to continue in Service for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Company (or any Subsidiary retaining the Participant) or of the Participant, which rights are hereby expressly reserved by each, to terminate his or her Service at any time and for any reason, with or without cause.
- (f) Successors and Assigns. The provisions of this Agreement will inure to the benefit of, and be binding upon, the Company and its successors and assigns and upon the Participant, the Participant's executor, personal representative(s), distributees, administrator, permitted transferees, permitted assignees, beneficiaries, and legatee(s), as applicable, whether or not any such person will have become a party to this Agreement and have agreed in writing to be joined herein and be bound by the terms hereof.
- (g) Severability. The provisions of this Agreement are severable, and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, then the remaining provisions will nevertheless be binding and enforceable.

- (h) Amendment. Except as otherwise provided in the Plan, this Agreement will not be amended unless the amendment is agreed to in writing by both the Participant and the Company.
- (i) Choice of Law; Jurisdiction. This Agreement and all claims, causes of action or proceedings (whether in contract, in tort, at law or otherwise) that may be based upon, arise out of or relate to this Agreement will be governed by the internal laws of the State of Delaware, excluding any conflicts or choice-of-law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. This Section 8(i) shall not apply to employees residing in Massachusetts, and for those employees the Agreement will be governed by Massachusetts law.
- (j) Other Restrictive Covenants. Notwithstanding any other language in the Agreement, this Agreement does not preclude the enforceability of any restrictive covenant provision contained in any prior or subsequent agreement entered into by the Participant (any such covenant, an “Other Covenant”). Further, no Other Covenant precludes the enforceability of any provision contained in this Agreement. No subsequent agreement entered into by the Participant may amend, supersede, or override the covenants contained herein unless such subsequent agreement specifically references Section 5 of this Agreement.
- (k) Signature in Counterparts. This Agreement may be signed in counterparts, manually or electronically, each of which will be an original, with the same effect as if the signatures to each were upon the same instrument.
- (l) Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents related to any Awards granted under the Plan by electronic means or to request the Participant’s consent to participate in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and to agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.
- (m) Acceptance. The Participant hereby acknowledges receipt of a copy of the Plan and this Agreement. The Participant has read and understands the terms and provisions of the Plan and this Agreement, and accepts the Restricted Stock Units subject to all of the terms and conditions of the Plan and this Agreement. In the event of a conflict between any term or provision contained in this Agreement and a term or provision of the Plan, the applicable term and provision of the Plan will govern and prevail. The Participant understands that prior to signing this Agreement they have a right to consult with counsel and have been afforded the opportunity to consult with an attorney to the extent they wish to do so.

*[Signature page follows.]*

IN WITNESS WHEREOF, the Company and the Participant have executed this Restricted Stock Unit Award Agreement as of the dates set forth below.

**PARTICIPANT**

**DEFINITIVE HEALTHCARE CORP.**

\_\_\_\_\_ By: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

## Definitive Healthcare Reports Financial Results for Third Quarter Fiscal Year 2022

*Third quarter revenue grew 33% year-over-year to \$57.4 million*

**Framingham, MA (November 3, 2022)** – Definitive Healthcare Corp. (“Definitive Healthcare” or the “Company”) (Nasdaq: DH), an industry leader in healthcare commercial intelligence, today announced financial results for the quarter ended September 30, 2022.

### Third Quarter 2022 Financial and Other Recent Highlights:

#### Financial Highlights:

- **Revenue** was \$57.4 million, an increase of 33% from \$43.1 million in Q3 2021.
- **Net loss** was (\$6.4) million, or 11% of revenue, compared to (\$21.0) million, or 49% of revenue in Q3 2021.
- **Adjusted Net Income** was \$8.9 million, compared to \$2.2 million in Q3 2021.
- **Adjusted EBITDA** was \$16.4 million, or 29% of revenue, compared to \$14.4 million, or 33% of revenue in Q3 2021.
- **Cash flow from operations** was \$10.7 million in the quarter or 19% of revenue. For the trailing twelve-month period, cash flow from operations was \$44.0 million, or 21% of revenue.
- **Unlevered free cash flow** was \$15.5 million in the quarter, or 27% of revenue. For the trailing twelve-month period, unlevered free cash flow was \$67.4 million, or 32% of revenue.

“We once again delivered an attractive combination of strong top line growth and substantial profitability. Revenue exceeded the top end of our guidance range and adjusted EBITDA was at the top end of our range, a clear demonstration of our highly efficient business model,” said Robert Musslewhite, CEO of Definitive Healthcare. “We continued to execute on our land and expand strategy with important wins at new and existing customers. We also launched several important products, including Passport Express, while making good progress on the continuing integration of Analytical Wizards.”

### Recent Business and Operating Highlights:

#### Customer Wins

In the third quarter, Definitive Healthcare had multiple key customer wins, including:

- A multi-year, seven-figure Monocl win at an existing Definitive Healthcare medical device customer. This long-time customer of our View products needed intelligence around key opinion leaders to better inform their product development process.
  - A multi-year enterprise deal at a global specialty generic pharmaceutical company for our Passport Analytics Suite to improve their market segmentation and analyze their marketing spend to ensure it is spent most efficiently across their different generic brands and channels.
  - A significant upsell deal to add medical claims and data integration services at one of the world's largest manufacturer of breast-feeding pumps and supplies. This company uses Definitive Healthcare to better understand TAM, improve segmentation, and gain visibility into Physicians and Durable Medical Equipment (DME) data.
  - A leading international manufacturer of commercial ice machines chose Definitive Healthcare to identify hospitals and ambulatory surgery centers who could use their machines.
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## Innovation

Definitive Healthcare also continued to release new products and enhance its core platform in the quarter. Notable innovations include:

- In August, the Company released Passport Express, just six months after closing the acquisition of Analytical Wizards. Passport Express integrates the comprehensive analytics built by Analytical Wizards with the proprietary data from Definitive Healthcare. Passport Express delivers fast and easy access to off-the-shelf healthcare commercial intelligence enabling biopharma companies to better understand treatment pathways, brand behavior, and market share.
- In September, the Company shipped the new Monocxl ExpertData product. This new product improves the productivity of the medical science liaison and internal medical affairs teams by providing a seamless way to integrate Definitive Healthcare's proprietary expert data with clients' own internal systems.

In addition, the Company continues to invest in the core Definitive Healthcare platform. Some of the new features recently added to the platform include:

- A new "locum tenens" analytic to determine which physicians are working temporarily at a given facility. Based on a proprietary algorithm, this new metric analyzes a physicians' recent billing activity and network affiliation to predict locum tenens status.
- New Skilled Nursing Facility profiles that provide insight into staffing turnover totals. With data on more than 15,000 skilled nursing facilities, users can now identify which facilities have the most turnover, compare it to state and national averages, and then assess the quality of care at a given facility. The Definitive Healthcare platform now offers more than 25 different quality metrics for skilled nursing facilities.

## Business Outlook

Based on information as of November 3, 2022, the Company is issuing the following financial guidance.

### Fourth Quarter 2022:

- **Revenue** is expected to be in the range of \$58–59 million, a median 26% increase year over year.
- **Adjusted Operating Income** is expected to be in the range of \$15 – 16 million.
- **Adjusted EBITDA** is expected to be in the range of \$16–17 million.
- **Adjusted Net Income** is expected to be \$6–7 million.
- **Adjusted Net Income Per Diluted Share** is expected to be \$0.03–0.04 on approximately 156.5 million weighted-average shares outstanding.

### Full Year 2022:

- **Revenue** is expected to be in the range of \$220 – \$221 million, an increase of 33% from prior year at the midpoint.
  - **Adjusted Operating Income** is expected to be in the range of \$59 – 60 million.
  - **Adjusted EBITDA** is expected to be in the range of \$63–64 million.
  - **Adjusted Net Income** is expected to be \$30 – 31 million.
  - **Adjusted Net Income Per Diluted Share** is expected to be \$0.19– \$0.20 on approximately 155.3 million weighted-average shares outstanding.
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## Conference Call Information

Definitive Healthcare will host a conference call today, November 3, 2022, at 5:00 p.m. (Eastern Time) to discuss the Company's financial results and current business outlook. To access the call, dial (844) 826-3033 (domestic) or (412) 317-5185 (international). The conference ID number is 10170962. Shortly after the conclusion of the call, a replay of this conference call will be available through November 17, 2022 at (844) 512-2921 (domestic) or (412) 317-6671 (international). The replay passcode is 10170962. 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. 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, 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; the ongoing hostility between Russia and Ukraine and global geopolitical tension and the related impact on macroeconomic conditions; actual or potential changes in international, national, regional and local economic, business and financial conditions, including recessions, inflation, rising interest rates, volatility in the capital markets and related market uncertainty; the impact of worsening macroeconomic conditions on our new and existing customers, and the related impacts on our ability to acquire new customers and generate additional revenue from existing customers; 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; 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; litigation, investigations*

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or other legal, governmental or regulatory actions; and the possibility that our security measures are breached or unauthorized access to data is otherwise obtained.

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 Annual Report on Form 10-K for the fiscal year ended December 31, 2021 and our Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and other subsequent SEC filings, which are or will be available on the Investor Relations page of our website at [ir.definitivehc.com](http://ir.definitivehc.com) and on the SEC website at [www.sec.gov](http://www.sec.gov).

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

## Website

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

## Non-GAAP Financial Measures

We have presented supplemental non-GAAP financial measures as part of this earnings release. We believe that these supplemental non-GAAP financial measures are useful to investors because they allow for an evaluation of the Company with a focus on the performance of its core operations, including providing meaningful comparisons of financial results to historical periods and to the financial results of peer and competitor companies. 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, integration and restructuring 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, integration and restructuring 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

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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 from operations plus acquisition related amortization, equity-based compensation, transaction, integration and restructuring 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.

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 transaction, integration and restructuring expenses. We expect the variability of these excluded items may have a significant, and potentially unpredictable, impact on our future GAAP financial results.

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

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

	September 30, 2022 (unaudited)	December 31, 2021
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 228,828	\$ 387,498
Short-term investments	120,798	—
Accounts receivable, net	33,689	43,336
Prepaid expenses and other current assets	9,716	6,518
Current portion of deferred contract costs	9,179	6,880
<b>Total current assets</b>	<b>402,210</b>	<b>444,232</b>
Property and equipment, net	4,581	5,069
Operating lease right-of-use assets, net	10,051	—
Other assets	5,105	8,431
Deferred contract costs, net of current portion	13,164	11,667
Investment in equity securities	—	32,675
Intangible assets, net	361,703	352,470
Goodwill	1,322,959	1,261,444
<b>Total assets</b>	<b>\$ 2,119,773</b>	<b>\$ 2,115,988</b>
<b>Liabilities and Equity</b>		
Current liabilities:		
Accounts payable	10,266	4,651
Accrued expenses and other current liabilities	18,885	22,658
Current portion of deferred revenue	83,820	83,611
Current portion of term loan	6,875	6,875
Current portion of operating lease liabilities	1,706	—
<b>Total current liabilities</b>	<b>121,552</b>	<b>117,795</b>
Long term liabilities:		
Deferred revenue	504	412
Term loan, net of current portion	259,064	263,808
Operating lease liabilities, net of current portion	10,450	—
Tax receivable agreements liability	157,175	153,529
Deferred tax liabilities	91,533	75,888
Other long-term liabilities	1,973	1,294
<b>Total liabilities</b>	<b>642,251</b>	<b>612,726</b>
<b>Equity:</b>		
Class A Common Stock, par value \$0.001, 600,000,000 shares authorized, 104,961,965 and 97,030,095 shares issued and outstanding at September 30, 2022 and December 31, 2021, respectively	105	97
Class B Common Stock, par value \$0.00001, 65,000,000 shares authorized, 50,566,898 and 48,778,774 shares issued and outstanding, respectively, at September 30, 2022, and 58,244,627 and 55,488,221 shares issued and outstanding, respectively at December 31, 2021	—	—
Additional paid-in capital	962,874	890,724
Accumulated other comprehensive income	3,911	62
Accumulated deficit	(34,140)	(17,677)
Noncontrolling interests	544,772	630,056
Total equity	1,477,522	1,503,262
<b>Total liabilities and equity</b>	<b>\$ 2,119,773</b>	<b>\$ 2,115,988</b>

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

	<u>Three Months Ended September 30,</u>		<u>Nine Months Ended September 30,</u>	
	2022	2021	2022	2021
Revenue	\$ 57,382	\$ 43,084	\$ 162,054	\$ 119,841
Cost of revenue:				
Cost of revenue exclusive of amortization <sup>(1)</sup>	6,569	5,129	18,717	13,895
Amortization	3,155	5,356	14,113	15,896
Gross profit	<u>47,658</u>	<u>32,599</u>	<u>129,224</u>	<u>90,050</u>
Operating expenses:				
Sales and marketing <sup>(1)</sup>	21,184	14,376	66,062	39,003
Product development <sup>(1)</sup>	9,205	4,746	24,761	12,817
General and administrative <sup>(1)</sup>	13,718	7,880	33,564	18,891
Depreciation and amortization	10,037	9,760	30,105	28,814
Transaction, integration and restructuring expenses	2,945	(137)	6,362	3,332
Total operating expenses	<u>57,089</u>	<u>36,625</u>	<u>160,854</u>	<u>102,857</u>
Loss from operations	(9,431)	(4,026)	(31,630)	(12,807)
Other income (expense), net:				
Other income, net	5,528	119	9,429	143
Interest expense, net	(2,466)	(7,186)	(6,930)	(23,956)
Loss on extinguishment of debt	-	(9,873)	-	(9,873)
Total other income (expense), net	<u>3,062</u>	<u>(16,940)</u>	<u>2,499</u>	<u>(33,686)</u>
Net loss before income taxes	(6,369)	(20,966)	(29,131)	(46,493)
Income tax benefit	15	-	141	-
Net loss	(6,354)	(20,966)	(28,990)	(46,493)
Less: Net loss attributable to Definitive OpCo prior to the Reorganization Transactions	—	(7,816)	—	(33,343)
Less: Net loss attributable to noncontrolling interests	(3,665)	(5,172)	(12,527)	(5,172)
Net loss attributable to Definitive Healthcare Corp.	<u>\$ (2,689)</u>	<u>\$ (7,978)</u>	<u>\$ (16,463)</u>	<u>\$ (7,978)</u>
Net loss per share of Class A Common Stock:				
Basic and diluted	<u>\$ (0.03)</u>	<u>\$ (0.09)</u>	<u>\$ (0.16)</u>	<u>\$ (0.09)</u>
Weighted average Class A Common Stock outstanding:				
Basic and diluted	<u>102,904,565</u>	<u>88,263,333</u>	<u>99,776,742</u>	<u>88,263,333</u>

<sup>(1)</sup> Amounts include equity-based compensation expense as follows:

	<u>Three Months Ended September 30,</u>		<u>Nine Months Ended September 30,</u>	
	2022	2021	2022	2021
Cost of revenue	\$ 236	\$ 48	\$ 698	\$ 79
Sales and marketing	2,260	326	11,062	567
Product development	2,171	187	5,301	341
General and administrative	4,466	1,756	7,949	3,351
Total equity-based compensation expense	<u>\$ 9,133</u>	<u>\$ 2,317</u>	<u>\$ 25,010</u>	<u>\$ 4,338</u>

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

	<u>Three Months Ended September 30,</u>		<u>Nine Months Ended September 30,</u>	
	<u>2022</u>	<u>2021</u>	<u>2022</u>	<u>2021</u>
<b>Cash flows from operating activities:</b>				
Net loss	\$ (6,354)	\$ (20,966)	\$ (28,990)	\$ (46,493)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:				
Depreciation and amortization	469	452	1,721	1,193
Amortization of intangible assets	12,723	14,664	42,497	43,517
Amortization of deferred contract costs	2,283	1,293	6,274	3,195
Equity-based compensation	9,133	2,317	25,010	4,338
Amortization of debt issuance costs	176	475	527	1,522
Allowance for doubtful accounts	763	181	769	76
Loss on extinguishment of debt	—	9,843	—	9,843
Non-cash restructuring charges related to office leases	—	—	1,023	—
Tax receivable agreement remeasurement	(5,153)	—	(8,296)	—
Changes in fair value of contingent consideration	—	(212)	—	3,169
Deferred income taxes	(42)	—	(206)	—
Changes in operating assets and liabilities:				
Accounts receivable	(2,816)	(5,297)	12,454	5,179
Prepaid expenses and other current assets	1,235	53	2,554	(561)
Deferred contract costs	(3,224)	(3,001)	(10,070)	(9,043)
Contingent consideration	—	—	(6,400)	—
Accounts payable, accrued expenses and other current liabilities	6,194	(1,846)	3,956	(3,965)
Deferred revenue	(4,702)	1,096	(3,024)	9,023
Net cash provided by (used in) operating activities	<u>10,685</u>	<u>(948)</u>	<u>39,799</u>	<u>20,993</u>
<b>Cash flows from investing activities:</b>				
Purchases of property, equipment and other assets	(1,878)	(440)	(3,455)	(5,662)
Purchases of short-term investments	(54,309)	—	(217,266)	—
Maturities of short-term investments	52,000	—	96,000	—
Cash paid for acquisitions, net of cash acquired	203	—	(56,296)	—
Net cash used in investing activities	<u>(3,984)</u>	<u>(440)</u>	<u>(181,017)</u>	<u>(5,662)</u>
<b>Cash flows from financing activities:</b>				
Proceeds from term loan	—	275,000	—	275,000
Repayments of term loans	(1,718)	(470,402)	(5,156)	(472,742)
Taxes paid related to net share settlement of equity awards	(2,745)	—	(2,745)	—
Payment of contingent consideration	—	—	(1,100)	(1,500)
Payment of debt issuance costs	—	(3,511)	—	(3,511)
Proceeds from equity offerings, net of underwriting discounts	—	452,812	—	452,812
Repurchase of outstanding equity/Definitive OpCo units	—	(92,812)	—	(92,812)
Payments of equity offering issuance costs	—	(4,519)	(1,299)	(5,913)
Member contributions	—	—	—	5,500
Member distributions	(1,652)	(3,811)	(6,939)	(7,139)
Net cash (used in) provided by financing activities	<u>(6,115)</u>	<u>152,757</u>	<u>(17,239)</u>	<u>149,695</u>
Net increase (decrease) in cash and cash equivalents	586	151,369	(158,457)	165,026
Effect of exchange rate changes on cash and cash equivalents	40	(55)	(213)	(48)
Cash and cash equivalents, beginning of period	228,202	38,438	387,498	24,774
Cash and cash equivalents, end of period	<u>\$ 228,828</u>	<u>\$ 189,752</u>	<u>\$ 228,828</u>	<u>\$ 189,752</u>
<b>Supplemental cash flow disclosures:</b>				
Cash paid during the period for:				
Interest	\$ 2,898	\$ 11,615	\$ 7,248	\$ 27,587
Income taxes	\$ —	\$ —	\$ —	\$ 13
Acquisitions:				
Net assets acquired, net of cash acquired	\$ (203)	\$ —	\$ 97,296	\$ —
Initial cash investment in prior year	—	—	(40,000)	—
Contingent consideration	—	—	(1,000)	—
Net cash paid for acquisitions	<u>\$ (203)</u>	<u>\$ —</u>	<u>\$ 56,296</u>	<u>\$ —</u>
<b>Supplemental disclosure of non-cash investing activities:</b>				
Capital expenditures included in accrued expenses	\$ 4,504	\$ 369	\$ 4,504	\$ 369
Decrease in accrued purchases of data	\$ —	\$ (3,389)	\$ —	\$ (3,389)
<b>Supplemental disclosure of non-cash financing activities:</b>				
Unpaid equity offering costs included in accrued expenses	\$ 147	\$ 5,481	\$ 147	\$ 5,481

**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)

	<b>Three Months Ended September 30,</b>		<b>Nine Months Ended September 30,</b>	
	<b>2022</b>	<b>2021</b>	<b>2022</b>	<b>2021</b>
Cash flow from operations	\$ 10,685	\$ (948)	\$ 39,799	\$ 20,993
Purchases of property, equipment and other assets	(1,878)	(440)	(3,455)	(5,662)
Interest paid in cash	2,898	11,615	7,248	27,587
Transaction, integration and restructuring expenses paid in cash <sup>(a)</sup>	3,249	75	5,744	163
Earnout payment <sup>(b)</sup>	—	—	6,400	—
Other non-recurring items <sup>(c)</sup>	547	1,149	2,738	3,313
<b>Unlevered Free Cash Flow</b>	<b>\$ 15,501</b>	<b>\$ 11,451</b>	<b>\$ 58,474</b>	<b>\$ 46,394</b>

- (a) Transaction and integration expenses paid in cash primarily represent legal, accounting and consulting expenses related to our acquisitions, including a go-to market integration project conducted in the third quarter of 2022. Restructuring expenses paid in cash primarily represent rent and exit costs related to office relocations.
- (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 Income  
(in thousands, except per share amounts; unaudited)

	<b>Three Months Ended September 30,</b>		<b>Nine Months Ended September 30,</b>	
	<b>2022</b>	<b>2021</b>	<b>2022</b>	<b>2021</b>
Net loss	\$ (6,354)	\$ (20,966)	\$ (28,990)	\$ (46,493)
Add: Income tax provision (benefit)	(15)	—	(141)	—
Add: Interest expense, net	2,466	7,186	6,930	23,956
Add: Loss from extinguishment from debt	—	9,873	—	9,873
Add: Other expense (income), net	(5,528)	(119)	(9,429)	(143)
<b>Loss from operations</b>	<b>(9,431)</b>	<b>(4,026)</b>	<b>(31,630)</b>	<b>(12,807)</b>
Add: Amortization of intangible assets acquired through business combinations	12,478	14,404	41,698	42,746
Add: Equity-based compensation	9,133	2,317	25,010	4,338
Add: Transaction, integration and restructuring expenses	2,945	(137)	6,362	3,332
Add: Other non-recurring items	547	1,149	2,738	3,313
<b>Adjusted Operating Income</b>	<b>15,672</b>	<b>13,707</b>	<b>44,178</b>	<b>40,922</b>
Less: Interest expense, net	(2,466)	(7,186)	(6,930)	(23,956)
Less: Recurring income tax benefit (provision)	15	—	533	—
Less: Foreign currency gain	375	119	1,133	143
Less: Tax impacts of adjustments to net income (loss)	(4,722)	(4,472)	(13,470)	(10,304)
<b>Adjusted Net Income</b>	<b>\$ 8,874</b>	<b>\$ 2,168</b>	<b>\$ 25,444</b>	<b>\$ 6,805</b>
Shares for Adjusted Net Income Per Diluted Share <sup>(a)</sup>	155,524,190	148,298,331	154,835,056	148,298,331
Adjusted Net Income Per Share	\$ 0.06	\$ 0.01	\$ 0.16	\$ 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 158,940,807 and 149,745,883 as of September 30, 2022 and 2021, respectively.

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

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2022	2021	2022	2021
<b>Net loss</b>	\$ (6,354)	\$ (20,966)	\$ (28,990)	\$ (46,493)
Interest expense, net	2,466	7,186	6,930	23,956
Income tax provision (benefit)	(15)	—	(141)	—
Loss from extinguishment of debt	—	9,873	—	9,873
Depreciation & amortization	13,192	15,116	44,218	44,710
<b>EBITDA</b>	9,289	11,209	22,017	32,046
Other (income) expense, net <sup>(a)</sup>	(5,528)	(119)	(9,429)	(143)
Equity-based compensation <sup>(b)</sup>	9,133	2,317	25,010	4,338
Transaction, integration and restructuring expenses <sup>(c)</sup>	2,945	(137)	6,362	3,332
Other non-recurring items <sup>(d)</sup>	547	1,149	2,738	3,313
<b>Adjusted EBITDA</b>	\$ 16,386	\$ 14,419	\$ 46,698	\$ 42,886
Revenue	\$ 57,382	\$ 43,084	\$ 162,054	\$ 119,841
<b>Adjusted EBITDA margin</b>	29%	33%	29%	36%

- (a) Primarily represents foreign exchange and TRA liability remeasurement gains and losses.
- (b) Equity-based compensation represents non-cash compensation expense recognized in association with equity awards made to employees and directors.
- (c) Transaction and integration expenses primarily represent legal, accounting and consulting expenses and fair value adjustments for contingent consideration related to our acquisitions, including a go-to market integration project conducted in the third quarter of 2022. Restructuring expenses relate to impairment and restructuring charges related to office relocations.
- (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 September 30,		Nine Months Ended September 30,	
	2022	2021	2022	2021
<b>Reported gross profit</b>	\$ 47,658	\$ 32,599	\$ 129,224	\$ 90,050
Amortization of intangible assets resulting from acquisition-related purchase accounting adjustments <sup>(a)</sup>	2,910	5,096	13,314	15,125
Equity-based compensation	236	48	698	79
<b>Adjusted Gross Profit</b>	\$ 50,804	\$ 37,743	\$ 143,236	\$ 105,254
Revenue	57,382	43,084	162,054	119,841
<b>Adjusted Gross Margin</b>	89%	88%	88%	88%

- (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 Jon Maack as President Effective November 3, 2022**

**FRAMINGHAM, MA – November 3, 2022** – [Definitive Healthcare](#) Corp. (Nasdaq: [DH](#)), an industry leader in healthcare commercial intelligence, today announced Jon Maack has joined the company as President, effective November 3, 2022. Maack will report to Definitive Healthcare CEO Robert Musslewhite and have responsibility for product management, engineering, corporate strategy, and M&A.

“I am thrilled that Jon has decided to join the Definitive Healthcare team,” said Musslewhite. “Jon has a keen strategic mind and decades of healthcare industry experience, particularly with Software-as-a-Service healthcare information companies. Jon’s proven leadership will help him guide the team through the exciting challenges that come with a rapid growth company like Definitive Healthcare.”

Maack most recently served as Chief Strategy and Corporate Development Officer at athenahealth, a leading provider of network-enabled services and mobile applications for medical groups and health systems. Prior to joining athenahealth, Maack served in senior executive leadership roles at Optum, The Advisory Board Company and Bain & Company. He received his B.A. from New York University and his M.B.A. from Wharton.

“I am tremendously excited to join the Definitive Healthcare team,” said Maack, “I’ve dedicated my career to improving the healthcare ecosystem, and joining Definitive Healthcare is the absolute right next step in my journey. The market for healthcare commercial intelligence is still in its early innings, and I can’t wait to jump in with the team to design, build, and deliver the next great set of tools to help our more than 3,000 customers create new paths to commercial success.”

**Conference Call Information**

Definitive Healthcare will host a conference call today, November 3, 2022, at 5:00 p.m. (Eastern Time) to discuss the Company’s financial results and current business outlook. To access the call, dial (844) 826-3033 (domestic) or (412) 317-5185 (international). The conference ID number is 10170962. Shortly after the conclusion of the call, a replay of this conference call will be available through November 17, 2022 at (844) 512-2921 (domestic) or (412) 317-6671 (international). The replay passcode is 10170962. 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. Learn more at [definitivehc.com](https://definitivehc.com).

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## 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, customers, and product development, the market for healthcare intelligence, our expectations with respect to the effectiveness of our executive 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; the ongoing hostility between Russia and Ukraine and global geopolitical tension and the related impact on macroeconomic conditions; actual or potential changes in international, national, regional and local economic business and financial conditions, including recessions, inflation, rising interest rates, volatility in the capital markets and related market uncertainty; the impact of worsening economic conditions on our new and existing customers, and the related impacts on our ability to acquire new customers and generate additional revenue from existing customers; 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; 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; litigation, investigations or other legal, governmental or regulatory actions; and the possibility that our security measures are breached or unauthorized access to data is otherwise obtained.*

*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 Annual Report on Form 10-K for the fiscal year ended December 31, 2021 and our Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and other subsequent SEC filings, which are or will be available on the Investor Relations page of our website at [ir.definitivehc.com](http://ir.definitivehc.com) and on the SEC website at [www.sec.gov](http://www.sec.gov).*

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

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