

**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): January 12, 2024

**DEFINITIVE HEALTHCARE CORP.**

(Exact name of registrant as specified in its charter)

Delaware  
(State or other jurisdiction  
of incorporation)

001-40815  
(Commission  
File Number)

86-3988281  
(IRS Employer  
Identification No.)

492 Old Connecticut Path, Suite 401  
Framingham, MA 01701  
(Address of principal executive offices, including zip code)

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

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(s)	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 January 16, 2024, Definitive Healthcare Corp. (“Definitive Healthcare” or the “Company”) issued a press release announcing the management changes described in Item 5.02 below and its reaffirmation of previously announced guidance for the quarter ended December 31, 2023. A copy of the press release is attached as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

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, 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**

### *Separation of Chief Executive Officer*

On January 16, 2024, the Company announced that Robert Musslewhite has stepped down as the Company’s Chief Executive Officer and as a member of the Company’s Board of Directors, effective January 16, 2024 (the “Separation Date”).

Mr. Musslewhite’s departure constitutes a termination of employment without “cause” for purposes of any employment, equity compensation or benefit agreement, plan or arrangement of the Company and its subsidiaries to which Mr. Musslewhite is a party or otherwise participates; provided, however, that pursuant to a separation agreement and release of claims agreement dated January 12, 2024 (the “Separation Agreement”), the Company has agreed to credit Mr. Musslewhite with an additional three months of accelerated vesting with respect to his outstanding time-based equity awards (for a total of 15 months) and to reimburse him up to \$15,000 for legal fees incurred by him in connection with the Separation Agreement.

A copy of the Separation Agreement is attached as Exhibit 10.1 to this Current Report on Form 8-K.

### *Appointment of Interim Chief Executive Officer*

On January 12, 2024, the Company’s Board of Directors appointed Jason Krantz, the Company’s founder and Executive Chairman, as Interim Chief Executive Officer, effective January 16, 2024.

Mr. Krantz, age 50, has served as Executive Chairman of the Board of Directors of the Company since August 2022, having previously served as Chief Executive Officer and director since founding the Company in February 2011. Prior to founding Definitive Healthcare, Mr. Krantz founded and served as CEO of Infinata, a SaaS based provider of intelligence to the pharmaceutical industry under the brand BioPharm Insight, from 1999 to 2007 until the company was sold to Pearson Media Group. In addition, Mr. Krantz has co-founded and helped build several intelligence and analytics companies including Energy Acuity, a privately held provider of intelligence on the alternative energy market, and Xtelligent Media, a privately held integrated marketing company focused on the healthcare industry. Mr. Krantz previously served on the board of directors of RainKing Solutions, a private company, from 2015 until 2017. Mr. Krantz is currently on the board of directors of FINTRX and MDCalc, each private companies. Mr. Krantz holds a B.S. in Finance and Computer Science from Boston College and an M.B.A. from Harvard Business School.

There are no related person transactions within the meaning of Item 404(a) of Regulation S-K promulgated by the Securities and Exchange Commission between Mr. Krantz and the Company other than those described under the heading “Certain Relationships and Related Party Transactions” in the Company’s Definitive Proxy Statement on Schedule 14A, filed with the Securities and Exchange Commission April 6, 2023.

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**Item 9.01 Financial Statements and Exhibits.**

10.1 [Separation Agreement and Release of Claims, dated January 12, 2024, by and between the Company and Robert Musslewhite](#)

99.1 [Press Release dated January 16, 2024](#)

104 Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

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

January 16, 2024

DEFINITIVE HEALTHCARE CORP.

By: /s/ Richard Booth

Richard Booth

Chief Financial Officer

## DEFINITIVE HEALTHCARE, LLC

January 12, 2024

Robert Musslewhite

[\*\*\*]

[\*\*\*]

**Re: Separation Agreement and Release of Claims**

Dear Robert:

This letter sets forth the substance of the separation agreement (the “Agreement”) which Definitive Healthcare, LLC (the “Company”) and its parent company Definitive Healthcare Corp., a Delaware corporation (“Parent”) (together with the Company, the “Company Group”) is offering to you to aid in your employment transition.

**1. Separation.** Your last day of work with the Company and Parent, and your employment termination date will be January 16, 2024 (the “Separation Date”). As of the Separation Date, you hereby resign from your role or position on the Board of Directors of Parent and any of its direct or indirect subsidiaries and affiliates. The preceding sentence is not contingent or conditioned on the occurrence of any other events and is effective regardless of whether this Agreement becomes effective in accordance with its terms.

**2. Accrued Salary and Paid Time Off.** On the Separation Date, the Company Group will pay you all accrued salary and all accrued and unused paid time off earned through the Separation Date, subject to standard payroll deductions and withholdings. You will receive these payments regardless of whether or not you sign this Agreement.

**3. Severance Benefits.** If you execute and do not revoke this Agreement, the Company Group will provide you with the following Severance Benefits pursuant to the terms of your May 4, 2022 Amended and Restated Employment Agreement (the “Employment Agreement”) and this Agreement:

**(a) Salary Continuation.** The Company Group will make severance payments to you in the form of continuation of your base salary in effect on the Separation Date for twelve (12) months following the Separation Date. These payments will be subject to standard payroll deductions and withholdings and will be made on the Company’s ordinary payroll dates, beginning with the first such date which occurs at least eight (8) business days following the “Effective Date” as defined below, provided the Company Group has received the executed Agreement from you on or before that date.

**(b) Severance Annual Bonus.** The Company Group will pay you, as severance, an amount representing the Annual Bonus (as defined in the Employment Agreement) you would have earned during the twelve month period following the Separation Date at a level equal to the greater of the Annual Bonus for the current year at target or the average of the Annual Bonus paid in the last two calendar years. This payment will be subject to standard payroll deductions and withholdings and will be made within thirty (30) days following the Separation Date, provided the Company Group has received the executed Agreement from you on or before that date.

**(c) 2023 Annual Bonus.** You remain eligible for a 2023 Annual Bonus, as determined reasonably and in good faith by the Board of Parent. The amount of the 2023 Annual Bonus, if any, will be subject to standard payroll deductions and withholdings, and paid at substantially the same time as 2023 annual bonuses are paid in the ordinary course to actively employed senior executives at the Company, and in no event later than March 15, 2024.

**(d) COBRA.** If you are eligible for and timely elect to continue your health insurance coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”) or the state equivalent, the Company Group will pay for the cost of COBRA premiums for you and your eligible dependents (“COBRA Premiums”), if any, until the earlier of (A) twelve (12) months from the date that your coverage as an active employee ends, (B) the expiration of your eligibility for the continuation coverage under COBRA, or (C) such time as you become employed by another employer or self-employed through which you are eligible for health insurance (thereafter, you will be responsible for all COBRA premium payments, if any). Notwithstanding the foregoing, if the Company Group determines, in its sole discretion, that it cannot pay the COBRA Premiums without a substantial risk of violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Company Group instead shall pay you, on the first day of each calendar month, a fully taxable cash payment equal to the applicable COBRA Premiums for that month (including premiums for any dependents), subject to applicable tax withholdings (such amount the “Special Cash Payment”), for the remainder of the COBRA Premium Period. You may, but are not obligated to, use such Special Cash Payment toward the cost of COBRA Premiums.

**(e) Equity Acceleration.** The Company Group will provide accelerated vesting or continued vesting, as applicable, of your RSU Awards (defined below), according to the terms of Section 5 of this Agreement.

**(f) Legal Fees.** As an additional severance benefit, even though not required by the Employment Agreement, the Company Group will reimburse you for reasonable legal fees actually incurred by you in connection with the negotiation and review of this Agreement in an amount not to exceed \$15,000.

This Agreement is intended to comply with Section 409A of the Code and its corresponding regulations, to the extent applicable. Severance benefits under this Agreement are intended to be exempt from Section 409A of the Code under the “short term deferral” exemption, to the maximum extent applicable, and then under the “separation pay” exemption, to the maximum extent applicable. For purposes of Code Section 409A, your right to receive any installment payments under this Agreement (whether severance payments, reimbursements or otherwise) shall be treated as a right to receive a series of separate payments and, accordingly, each installment payment hereunder shall at all times be considered a separate and distinct payment.

#### 4. Benefit Plans.

If you are currently participating in the Company Group's group health insurance plans, your participation as an employee will end on the last day of the month in which separation occurs. Thereafter, to the extent provided by the federal COBRA law or, if applicable, state insurance laws, and by the Company Group's current group health insurance policies, you will be eligible to continue your group health insurance benefits at your own expense. Later, you may be able to convert to an individual policy through the provider of the Company Group's health insurance, if you wish.

You may be eligible for unemployment insurance benefits after the Separation Date. The Massachusetts Department of Unemployment Assistance, not the Company Group, will determine your eligibility for such benefits. **Exhibit A** provides information concerning how to file for unemployment insurance benefits.

**5. Equity-Based Awards.** Pursuant to the AIDH Topco, LLC 2019 Equity Incentive Plan (the "2019 Plan") and the Definitive Healthcare Corp. 2021 Equity Incentive Plan (the "2021 Plan") and the applicable award agreements thereunder (each, an "Award Agreement" and together with the 2019 Plan and the 2021 Plan, as applicable, the "Equity Award Documents"), you were granted Class B Units, which subsequently exchanged into LLC Units, of AIDH Management Holdings, LLC ("LLC Units") and restricted stock units of Definitive Healthcare Corp. ("RSUs" and collectively with the LLC Units, the "Equity Awards") as set forth on Schedule I(A) (Time-Based Equity Awards, as defined below), and Schedule I(B) Performance-Based Equity Awards, as defined below) both attached hereto. Under the terms of the Equity Award Documents, vesting of your Equity Awards will cease as of the Separation Date. If you timely return and do not revoke this fully signed Agreement to the Company Group, then (i) each Equity Award that vests based on continued service with the Company Group (the "Time-Based Equity Awards") will be credited with accelerated vesting as to that portion of each such Equity Award that would otherwise have vested during the fifteen-month period following the Separation Date and (ii) each Equity Award that vests based on the achievement of performance goals other than continued service with the Company Group (the "Performance-Based Equity Awards") shall remain outstanding and eligible to vest during the twelve-month period following the Separation Date to the extent such performance goals are capable of being achieved during such twelve-month period and if such performance goals are not so achieved within such period, such Performance-Based Equity Awards") shall be forfeited at the end of such period. Except as provided in this Agreement, all other terms and conditions applicable to your Equity Awards will remain in full force and effect pursuant to the applicable Award Documents; provided however, you acknowledge that this Section 5 sets forth the full agreement between the parties as to the treatment of your Equity Awards as of the Separation Date. You acknowledge that the unvested portion of your Equity Awards (for the avoidance of doubt, after applying any vesting acceleration applicable to your Time-Based Equity Awards and potential vesting continuation applicable to your Performance-Based Equity Awards in accordance with this Section 5) will expire and terminate as of the Separation Date.

**6. Other Compensation or Benefits.** You acknowledge that, except as expressly provided in this Agreement, you will not receive any additional compensation, severance or benefits after the Separation Date.

**7. Return of Company Group Property.** Within ten (10) days of the Separation Date, you agree to return to the Company Group all Company Group documents (and all copies thereof) and other Company Group property that you have had in your possession at any time, including, but not limited to, Company Group files, notes, drawings, records, business plans and forecasts, financial information, specifications, computer-recorded information, tangible property (including, but not limited to, computers), credit cards, entry cards, identification badges and keys; and, any materials of any kind that contain or embody any proprietary or confidential information of the Company Group (and all reproductions thereof). Please coordinate return of Company Group property with Craig Hazenfield, Chief People Officer.

**8. Confidential Information and Post-Termination Obligations.** Both during and after your employment you acknowledge your continuing obligations under your Employment Agreement and the Award Agreements both (1) not to use or disclose any confidential or proprietary information of the Company Group and (2) to refrain from certain customer and employee solicitation activities. A copy of your Employment Agreement is attached hereto as Exhibit B. Notwithstanding the foregoing, the Company Group hereby provides a limited waiver of the employee non-solicitation provision of Section 6(b) of your Employment Agreement as it relates to solicitation of one individual, your Executive Assistant, with whom you represent that you worked prior to your employment with the Company Group. If you have any doubts as to the scope of the restrictions in your agreement, you should contact Craig Hazenfield, Chief People Officer immediately to assess your compliance. As you know, the Company Group will enforce its contract rights relating to the protection of its confidential or proprietary information and the non-solicitation of its customers and employees. Please familiarize yourself with the enclosed agreement which you signed. Confidential information that is also a "trade secret," as defined by law, may be disclosed (A) if it 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 law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, in the event that you file a lawsuit for retaliation by the Company Group for reporting a suspected violation of law, you may disclose the trade secret to your attorney and use the trade secret information in the court proceeding, if you: (A) file any document containing the trade secret under seal; and (B) do not disclose the trade secret, except pursuant to court order.

**9. Release.** In exchange for the payments and other consideration under this Agreement, to which you would not otherwise be entitled, and except as otherwise set forth in this Agreement, you, on behalf of yourself and, to the extent permitted by law, on behalf of your spouse, heirs, executors, administrators, assigns, insurers, attorneys and other persons or entities, acting or purporting to act on your behalf (collectively, the "Employee Parties"), hereby generally and completely release, acquit and forever discharge the Company Group, and their respective parents and subsidiaries, and their respective officers, directors, managers, partners, agents, representatives, employees, attorneys, shareholders, predecessors, successors, assigns, insurers



and affiliates (the “Company Group Parties”) of and from any and all claims, liabilities, demands, contentions, actions, causes of action, suits, costs, expenses, attorneys’ fees, damages, indemnities, debts, judgments, levies, executions and obligations of every kind and nature, in law, equity, or otherwise, both known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to agreements, events, acts or conduct at any time prior to and including the execution date of this Agreement, including but not limited to: all such claims and demands directly or indirectly arising out of or in any way connected with your employment with the Company Group or the termination of that employment; claims or demands related to salary, bonuses, commissions, stock, stock options, or any other ownership interests in the Company Group, vacation pay, fringe benefits, expense reimbursements, severance pay, or any other form of compensation; claims pursuant to any federal, state or local law, statute, or cause of action; tort law; or contract law (individually a “Claim” and collectively “Claims”). The Claims you are releasing and waiving in this Agreement include, but are not limited to, any and all Claims that any of the Company Group Parties:

- has violated its personnel policies, handbooks, contracts of employment, or covenants of good faith and fair dealing;
- has discriminated against you on the basis of age, race, color, sex (including sexual harassment), national origin, ancestry, disability, religion, sexual orientation, marital status, parental status, source of income, entitlement to benefits, any union activities or other protected category in violation of any local, state or federal law, constitution, ordinance, or regulation, including but not limited to: Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866 (42 U.S.C. 1981), the Civil Rights Act of 1991, the Genetic Information Nondiscrimination Act, Executive Order 11246, which prohibit discrimination based on race, color, national origin, religion, or sex; the Americans with Disabilities Act and Sections 503 and 504 of the Rehabilitation Act of 1973, which prohibit discrimination against the disabled, the Age Discrimination in Employment Act (ADEA), which prohibits discrimination based on age, the Older Workers Benefit Protection Act, the National Labor Relations Act, the Lily Ledbetter Fair Pay Act, the anti-retaliation provisions of the Sarbanes-Oxley Act, or any other federal or state law regarding whistleblower retaliation; the Massachusetts Fair Employment Practices Act (M.G.L. c. 151B), the Massachusetts Equal Rights Act, the Massachusetts Equal Pay Act, the Massachusetts Privacy Statute, the Massachusetts Sick Leave Law, the Massachusetts Civil Rights Act, all as amended, and any and all other federal, state or local laws, rules, regulations, constitutions, ordinances or public policies, whether known or unknown, prohibiting employment discrimination;
- has violated any employment statutes, such as the WARN Act, which requires that advance notice be given of certain workforce reductions; the Employee Retirement Income Security Act of 1974 (ERISA) which, among other things, protects employee benefits; the Fair Labor Standards Act of 1938, which regulates wage and hour matters; the National Labor Relations Act, which protects forms of concerted activity; the Family and Medical Leave Act of 1993, which requires employers to provide leaves of absence under certain

circumstances; the Fair Credit Reporting Act, the Employee Polygraph Protection Act, the Massachusetts Payment of Wages Act (M.G.L. c. 149 sections 148 and 150), the Massachusetts Overtime regulations (M.G.L. c. 151 sections 1A and 1B), the Massachusetts Meal Break regulations (M.G.L. c. 149 sections 100 and 101), all as amended, and any and all other federal, state or local laws, rules, regulations, constitutions, ordinances or public policies, whether known or unknown relating to employment laws, such as veterans' reemployment rights laws;

- has violated any other laws, such as federal, state, or local laws providing workers' compensation benefits, restricting an employer's right to terminate employees, or otherwise regulating employment; any federal, state or local law enforcing express or implied employment contracts or requiring an employer to deal with employees fairly or in good faith; any other federal, state or local laws providing recourse for alleged wrongful discharge, retaliatory discharge, negligent hiring, retention, or supervision, physical or personal injury, emotional distress, assault, battery, false imprisonment, fraud, negligent misrepresentation, defamation, intentional or negligent infliction of emotional distress and/or mental anguish, intentional interference with contract, negligence, detrimental reliance, loss of consortium to you or any member of your family, whistleblowing, and similar or related claims.

Notwithstanding the foregoing, you do not waive or release (1) rights or Claims that may arise from events that occur after the date this waiver is executed, (2) your right to enforce this Agreement and (3) any right of indemnification you may have for any liabilities arising from your actions within the course and scope of your employment with the Company Group or within the course and scope of your role as a member of the Board of Directors and/or officer of the Company Group, including under the terms of that certain Indemnification Agreement dated September 17, 2021. Also excluded from this Agreement are any Claims which cannot be waived by law, including, without limitation, any rights you may have under applicable workers' compensation laws and your right, if applicable, to file or participate in an investigative proceeding of any federal, state or local governmental agency. Nothing in this Agreement has prevented, currently prevents, or shall prevent you from filing, cooperating with, or participating in any proceeding or investigation before the Equal Employment Opportunity Commission, United States Department of Labor, the National Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission or any other federal government agency, or similar state or local agency ("Government Agencies"), or exercising any rights pursuant to Section 7 of the National Labor Relations Act. Nothing in this Agreement: (i) prevents you from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that you have reason to believe is unlawful; or (ii) waives any rights you may have under Section 7 of the National Labor Relations Act (subject to the release of claims set forth herein). You further understand this Agreement is not intended to and does not limit your ability to voluntarily communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company Group. While this Agreement does not limit your right to receive an award for information provided to the Securities and Exchange Commission, you understand and agree that you are otherwise waiving, to the

fullest extent permitted by law, any and all rights you may have to individual relief based on any Claims that you have released and any rights you have waived by signing this Agreement. If any Claim is not subject to release, to the extent permitted by law, you waive any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a Claim in which any of the Company Group Parties is a party. This Agreement does not abrogate your existing rights under the terms of any Company Group benefit plan or any plan or agreement related to equity ownership in the Company Group, as modified by this Agreement; however, to the extent not in conflict with the preceding portion of this sentence, it does waive, release and forever discharge Claims existing as of the date you execute this Agreement pursuant to any such plan or agreement. For avoidance of doubt, your existing rights as to equity ownership are as set forth in Section 5 above and Schedule I.

**10. Your Acknowledgments and Affirmations/ Effective Date of Agreement.** You acknowledge that you are knowingly and voluntarily waiving and releasing any and all rights you may have under the ADEA, as amended. You also acknowledge and agree that (i) the consideration given to you in exchange for the waiver and release in this Agreement is in addition to anything of value to which you were already entitled, and (ii) that you have been paid for all time worked, have received all the leave, leaves of absence and leave benefits and protections for which you are eligible, and have not suffered any on-the-job injury for which you have not already filed a Claim. You affirm that all of the decisions of the Company Group Parties regarding your pay and benefits through the date of your execution of this Agreement were not discriminatory based on age, disability, race, color, sex, religion, national origin or any other classification protected by law. You agree that you will not voluntarily (except in response to legal compulsion or as permitted in Section 9 above) assist any person in bringing or pursuing any proposed or pending litigation, arbitration, administrative claim or other formal proceeding against any of the Company Group Parties. You further affirm that you have no known workplace injuries or occupational diseases. You acknowledge and affirm that you have not been retaliated against for reporting any allegation of corporate fraud or other wrongdoing by any of the Company Group Parties, or for exercising any rights protected by law, including any rights protected by the Fair Labor Standards Act, the Family Medical Leave Act or any related statute or local leave or disability accommodation laws, or any applicable state workers' compensation law. You further acknowledge and affirm that you have been advised by this writing that: (a) your waiver and release do not apply to any rights or Claims that may arise after the execution date of this Agreement; (b) you have been advised hereby that you have the right to consult with an attorney prior to executing this Agreement; (c) you have been given twenty-one (21) days to consider this Agreement (although you may choose to voluntarily execute this Agreement earlier and if you do you will sign the Consideration Period waiver below); (d) you have seven (7) days following your execution of this Agreement to revoke this Agreement; and (e) this Agreement shall not be effective until the date upon which the revocation period has expired unexercised (the "Effective Date"), which shall be the eighth day after this Agreement is executed by you.

**11. No Admission.** This Agreement does not constitute an admission by the Company Group of any wrongful action or violation of any federal, state, or local statute, or common law rights, including those relating to the provisions of any law or statute concerning employment actions, or of any other possible or claimed violation of law or rights.

**12. Breach.** You agree that upon any breach of this Agreement that causes material harm to the business of the Company Group, you will forfeit all amounts paid or owing to you under Sections 3 and 5 of this Agreement. Further, you acknowledge that it may be impossible to assess the damages caused by your violation of the terms of Section 8 of this Agreement and further agree that any threatened or actual violation or breach of Section 8 of this Agreement will constitute immediate and irreparable injury to the Company Group. You therefore agree that for purposes of the availability of equitable remedies to the Company Group in the event of a breach, any such breach of Section 8 of this Agreement shall be deemed to be a material breach of this Agreement, and, in addition to any and all other damages and remedies available to the Company Group upon your breach of this Agreement, the Company Group shall be entitled to an injunction to prevent you from violating or breaching this Agreement. You agree that if the Company Group is successful in whole or part in any legal or equitable action against you under this Agreement, you agree to pay all of the costs, including reasonable attorneys' fees, incurred by the Company Group in enforcing the terms of this Agreement.

**13. Miscellaneous.** This Agreement, including any exhibits and the Award Agreements, constitutes the complete, final and exclusive embodiment of the entire agreement between you and the Company Group with regard to this subject matter. It is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein, and it supersedes any other such promises, warranties or representations. This Agreement may not be modified or amended except in a writing signed by both you and a duly authorized officers of both the Company and Parent. This Agreement will bind the heirs, personal representatives, successors and assigns of both you and the Company Group, and inure to the benefit of both you and the Company Group, their heirs, successors and assigns. If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, this determination will not affect any other provision of this Agreement and the provision in question will be modified by the court so as to be rendered enforceable. This Agreement will be deemed to have been entered into and will be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts as applied to contracts made and to be performed entirely within Massachusetts.

If this Agreement is acceptable to you, please sign below and return the original to me on or after your Separation Date, but no later than the date that is twenty-one (21) days after you receive this Agreement. This offer will expire if we have not received your executed copy by that date.

We wish you good luck in your future endeavors.

Sincerely,

**DEFINITIVE HEALTHCARE, LLC**

By: /s/ Matt Ruderman  
Matt Ruderman  
Chief Legal Officer

**DEFINITIVE HEALTHCARE CORP.**

By: /s/ Jason Krantz  
Jason Krantz  
Executive Chairman

AGREED TO AND ACCEPTED:

/s/ Robert Musslewhite  
Robert Musslewhite

**Exhibit A – How to File for Unemployment Insurance Benefits (Form 0590A)**

**Exhibit B – Employment Agreement**

**Schedule I (A) - Time-Based Equity Awards**

**Schedule I(B) - Performance-Based Equity Awards**

**CONSIDERATION PERIOD**

I, Robert Musslewhite, understand that I have the right to take at least 21 days to consider whether to sign this Agreement, which I received on January 12, 2024. If I elect to sign this Agreement before 21 days have passed, I understand I am to sign and date below this paragraph to confirm that I knowingly and voluntarily agree to waive the 21-day consideration period.

AGREED:

/s/ Robert Musslewhite

Signature

January 15, 2024

Date

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**EXHIBIT A**

**How to File for Unemployment Insurance Benefits (Form 0590A)**

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**EXHIBIT B**

**Employment Agreement**



**SCHEDULE I(A)**

**Time-Based Equity Awards**

<b>Grant Date</b>	<b>Award Type</b>	<b>Total Grant</b>	<b>Unvested as of Separation Date</b>	<b>Eligible for Vesting Acceleration (12-months)</b>	<b>Extra Quarter Vesting Acceleration (3-months)</b>	<b>Total Eligible for Vesting Acceleration (15-months)</b>
6/25/2021	MIUs <sup>a</sup> (time-based)	145,263	71,700	36,781	0	36,781
10/7/2021	RSUs (time-based)	433,550	189,679	108,388	27,097	135,485
10/7/2021	RSUs (time-based)	216,450	54,113	54,113	0	54,113
5/4/2022	RSUs (time-based)	333,322	186,660	93,330	23,333	116,663
5/4/2022	RSUs (time-based)	83,333	52,084	20,834	5,208	26,042
2/16/2023	RSUs (time-based)	368,422	368,422	161,184	23,026	184,210

<sup>a</sup> Originally granted as Class B Units of AIDH Management Holdings, LLC under the AIDH Topco, LLC 2019 Equity Incentive Plan and subsequently exchanged into LLC units of AIDH Management Holdings, LLC. Once vested, such units may be exchanged for LLC units of AIDH Topco, LLC on a one-for-one basis, which are then exchangeable into shares of Class A common stock of Definitive Healthcare Corp. on a one-for-one basis. All LLC units remain at all times subject to the applicable operating agreements of the foregoing entities.

**SCHEDULE I(B)**

**Performance-Based Equity Awards**

<u>Grant Date</u>	<u>Award Type</u>	<u>Total Grant</u>	<u>Unvested as of Separation Date</u>	<u>Eligible for Vesting Continuation (12-months)</u>	<u>Extra Quarter Vesting Continuation (3-months)</u>	<u>Total Eligible for Vesting Continuation (15-months)</u>
5/4/2022	RSUs (performance-based)	125,000	125,000	125,000 <sup>a</sup>	0	125,000 <sup>a</sup>
2/16/2023	RSUs (performance-based)	198,381	198,381	66,127 <sup>a,b</sup>	66,127 <sup>a,b</sup>	132,254 <sup>a,b</sup>

<sup>a</sup> Pursuant to the Employment Agreement, this award will remain outstanding and eligible to vest in accordance with its terms for 12 months following the Separation Date, and if the applicable performance goals are not so achieved within such period, such award will be forfeited at the end of such period.

<sup>b</sup> If any of these units become “Earned PSUs” (as defined in the applicable award agreement), which are then subject to time-based vesting, the 15-month acceleration (measured from the Separation Date) will apply to this award. As a result, in addition to any Earned PSUs that vest at the time that such units become Earned PSUs, any Earned PSUs that would have otherwise vested on February 1, 2025 under the award will immediately vest upon becoming Earned PSUs.

**Definitive Healthcare Announces CEO Transition**

*Jason Krantz, Founder and Executive Chairman, to Serve as Interim CEO*

*Company Reaffirms Fourth Quarter 2023 Guidance and Issues Preliminary Guidance for 2024*

**Framingham, MA, January 16, 2024** – Definitive Healthcare (Nasdaq: DH) (the “Company”), an industry leader in healthcare commercial intelligence, today announced that Robert Musslewhite has stepped down as Chief Executive Officer and as a member of the Board of Directors to transition to a new phase of leadership for the Company. Jason Krantz, Founder and Executive Chairman of Definitive Healthcare, has been appointed interim Chief Executive Officer. The Board has engaged a leading global executive search firm to commence a process to identify a permanent CEO.

“Over the last several months, Definitive Healthcare has taken decisive, strategic steps designed to better position our organization to capture opportunities, deliver world-class products to our customers and create value for our shareholders over the long term,” said Mr. Krantz. “We believe these changes – combined with our proprietary data, powerful tools and deep subject matter expertise – provide us with a solid foundation to drive further growth. While we look for the next leader to propel Definitive Healthcare’s next chapter, I am excited to work even more closely with our talented team to ensure we continue to drive excellence and performance in this transitional period.”

Mr. Krantz founded Definitive Healthcare in 2011. He served as CEO of the Company for more than a decade, scaling the business into a leading data-as-a-service provider to the U.S. healthcare industry. Under his leadership, Definitive Healthcare expanded to over 2,500 customers, reached over \$200 million in annual revenue and executed an IPO in September 2021. In August 2022, Mr. Krantz transitioned to the role of Executive Chairman and since then has continued to play an active role in the Company.

Mr. Krantz continued, “We sincerely thank Robert for his contributions to Definitive Healthcare and for laying the foundation for the next phase of growth for the business. The Board remains focused on Definitive Healthcare reaching its full potential and will work to ensure this transition is smooth while we undertake the search process.”

Mr. Musslewhite commented, “It has been a privilege to lead a company as exceptional as Definitive Healthcare. I look forward to closely following the future success of Definitive Healthcare and wish Jason, the Board and the entire team all the best.”

Prior to founding Definitive Healthcare, Mr. Krantz founded and served as CEO of Infinata, a SaaS based provider of intelligence to the pharmaceutical industry under the brand BioPharm Insight. In addition, he has co-founded and helped build several intelligence and analytics companies, including Energy Acuity, a privately held provider of intelligence on the alternative energy market, and Xtelligent Media, a privately held integrated marketing company focused on the healthcare industry. Mr. Krantz holds a B.S. in Finance and Computer Science from Boston College and an M.B.A. from Harvard Business School.

**Financial Update**

In addition to announcing the leadership transition, the Company is reaffirming its financial guidance for Q4 2023, as provided on November 3, 2023, and is issuing preliminary guidance for 2024:

- Full year 2024 Revenue is expected to grow 5-7% compared to full year 2023 guidance; and
- Full year 2024 Adjusted EBITDA margin is expected to increase approximately 200 basis points compared to full year 2023 guidance.

The Company will release its fourth quarter and full year 2023 financial results on Wednesday, February 28, 2024 after market close.

*A reconciliation Adjusted EBITDA to net loss is not available on a forward-looking basis without unreasonable effort due to the uncertainty regarding, and the potential variability of, expenses that may be incurred in the future. For example, stock-based compensation expense-related charges are impacted by the timing of employee stock transactions, the future fair market value of our common stock, and our future hiring and retention needs, all of which are difficult to predict and subject to constant change. Accordingly, a reconciliation is not available without unreasonable effort and the Company is unable to assess the probable significance of the unavailable information, although it is important to note that these factors could be material to its results computed in accordance with GAAP.*

## **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 includes forward-looking statements that reflect our current views with respect to future events and financial performance. Such statements are provided under the "safe harbor" protection of the Private Securities Litigation Reform Act of 1995. Forward-looking statements include all statements that do not relate solely to historical or current facts, and can generally be identified by words or phrases written in the future tense and/or preceded by words such as "likely," "will," "should," "may," "anticipates," "intends," "plans," "seeks," "believes," "estimates," "expects" 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 executive transition, our business, growth strategies, and statements reflecting our expectations about our ability to execute on our strategic plans, achieve future growth and achieve our financial goals.*

*Forward-looking statements in this press release are based on our current expectations and assumptions regarding our business, the economy and other future conditions. Because forward-looking statements relate to the future, by their nature, they are subject to inherent uncertainties, risks and changes in circumstances that are difficult to predict. As a result, our actual results may differ materially from those contemplated by the forward-looking statements. Important factors that could cause actual results to differ materially from those in the forward-looking statements include the following: our inability to realize expected business or financial benefits from acquisitions and the risk that our acquisitions or investments could prove difficult to integrate, disrupt our business, dilute stockholder value and adversely affect our business, financial condition and results of operations; our inability to achieve the anticipated cost savings, operating efficiencies or other benefits of our internal restructuring activities; the war between Russia and Ukraine, the evolving conflict in Israel and surrounding areas, global geopolitical tension and worsening 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; our inability to acquire new customers and generate additional revenue from existing customers; our inability to generate sales of subscriptions to our platform or any decline in demand for our platform and the data we offer; the competitiveness of the market in which we operate and our ability to compete effectively; the failure to maintain and improve our platform, or develop new modules or insights for healthcare commercial intelligence; the inability to obtain and maintain accurate, comprehensive or reliable data, which could result in reduced demand for our platform; the risk that our recent growth rates may not be indicative of our future growth; the inability to achieve or sustain GAAP or non-GAAP profitability in the future 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; the possibility that our security measures are breached or unauthorized access to data is otherwise obtained; the risk that additional material weaknesses or significant deficiencies that will occur in the future; and the risks of being required to collecting sales or other related taxes for subscriptions to our platform in jurisdictions where we have not historically done so.*

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

*For additional discussion of factors that could impact our operational and financial results, refer to our Quarterly Report on Form 10-Q for the three months ended September 30, 2023, as well as our Current Reports on Form 8-K and other subsequent SEC filings, which are or will be available on the Investor Relations page of our website at [ir.definitivehc.com](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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