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

FORM 8-K

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

Date of Report (Date of earliest event reported):
May 20, 2024

Definitive Healthcare Corp.

(Exact name of Registrant as Specified in Its Charter)

Commission File Number 1-40815

Delaware		**86-3988281**
(State of Incorporation)		**(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 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On May 20, 2024, the Board of Directors (the "Board") of Definitive Healthcare Corp. (the "Company") appointed Kevin Coop to the position of Chief Executive Officer ("CEO") and as a member of the Board, each effective June 24, 2024 (the "Start Date"). Mr. Coop will serve as a Class I director, to serve until the Company's annual meeting of stockholders in 2025 and until his successor is duly elected and qualified, subject to his earlier death, resignation or removal. Effective on the Start Date, Jason Krantz, the Company's founder, Executive Chairman of the Board and current Interim CEO will step down from his role as Interim CEO and continue to serve as Executive Chairman of the Board.

Mr. Coop, age 60, currently serves as Chief Executive Officer and a member of the Board of Directors of DailyPay Inc., a financial services worktech company, where he has served in such roles since June 2022. Mr. Coop also served various leadership roles at Dun & Bradstreet Holdings, Inc., a company providing commercial data, analytics and insights, between January 2019 and June 2022, including President of North America from November 2020 to June 2022, Chief Commercial Officer from April 2019 to November 2020, and Chief Revenue Officer from January 2019 to April 2019. Mr. Coop previously served as President of the Data Analytics division of Black Knight, Inc., a provider of software, data and analytics in the mortgage and consumer loan, real estate and capital markets industries, from January 2014 to February 2019. Before joining Black Knight, Mr. Coop served as Executive Vice President of ServiceLink, a subsidiary of Fidelity National Financial, Inc., from December 2012 to January 2014. Prior to that, he served as President of the Financial Services business lines for Verisk Analytics, Inc., a data analytics company, from May 2005 to December 2012. Mr. Coop holds a B.A. in History and Political Science from the University of California, Los Angeles.

Coop Employment Agreement

In connection with Mr. Coop's appointment as CEO, the Company entered into an Employment Agreement with Mr. Coop, dated as of May 20, 2024 (the "Employment Agreement"). Pursuant to the terms of the Employment Agreement, Mr. Coop is entitled to, among other things, (i) an annual base salary of $500,000, (ii) a target bonus of 100% of his base salary, subject to the Company's Cash Incentive Plan (the "Bonus Plan"), to be pro-rated for 2024, (iii) certain severance benefits as set forth in the Employment Agreement, (iv) an award of time-vesting restricted stock units ("RSUs") (the "Initial RSU Grant") with respect to the Company's Class A Common Stock, par value $0.001 per share (the "Class A Common Stock"), and (v) a grant of 1,137,038 performance-vesting RSUs (the "PSUs" and such grant, the "PSU Grant"). The Initial RSU Grant and PSU Grant will be issued pursuant to the Company's 2023 Inducement Plan (the "Inducement Plan"), which was amended and restated on May 20, 2024 to increase the number of shares of the Class A Common Stock reserved thereunder to 4,400,000, as an inducement material to Mr. Coop in deciding to accept employment with the Company in accordance with Nasdaq Listing Rule 5635(c)(4) and will be granted on the Start Date, subject to certain conditions (the "Grant Date").

The Initial RSU Grant will have a target value at grant of $7,500,000, 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 Class A Common Stock over the thirty (30) trading days immediately preceding (and not including) the date of the first press release publicly announcing Mr. Coop's employment with the Company. The RSUs subject to the Initial RSU Grant will vest 25% on July 1, 2025, followed by vesting of 6.25% per quarter until fully vested over the subsequent three years, in each case, subject to Mr. Coop's continued Service (as defined in the Inducement Plan) through each applicable vesting date.

The PSU Grant will be divided into four vesting tranches, as follows: (i) 200,000 PSUs are subject to the first vesting tranche, (ii) 266,667 PSUs are subject to the second vesting tranche, (iii) 300,000 PSUs are subject to the third vesting tranche, and (iv) 370,371 PSUs are subject to the fourth vesting tranche. The first vesting tranche will vest during a two-year performance period beginning on the Grant Date and the other three vesting tranches will vest during a four-year performance period beginning on the Grant Date (each, a "Performance Period"). Each vesting tranche is subject to satisfaction of certain stock price hurdles and a continued service requirement. The stock price hurdle for a particular vesting tranche will be satisfied if, during the applicable Performance Period, the average closing price of the Class A Common Stock equals or exceeds the applicable stock price hurdle for such vesting tranche for a period of thirty (30) consecutive trading days, which will be measured at the end of each month beginning with the first full month following the Grant Date (each, a "Hurdle Measurement Date"). The stock price hurdles are as follows: (i) $10.00 with respect to the first vesting tranche, (ii) $15.00 with respect to the second vesting tranche, (iii) $20.00 with respect to the third vesting tranche and (iv) $27.00 with respect to the fourth vesting tranche. The vesting date for a particular vesting tranche will be the date on which the Human Capital Management and Compensation Committee of the Board (the "HCCC") certifies that the applicable stock price hurdle has been achieved with respect to such vesting tranche (the "PSU Vesting Date"). For the continued service requirement to be satisfied with respect to a particular vesting tranche, Mr. Coop must remain in continued Service through each PSU Vesting Date.

In the event of a Change in Control (as defined in the Inducement Plan) that occurs prior to the last day of the applicable Performance Period and subject to the Mr. Coop's continued Service through the consummation of such Change in Control, (i) satisfaction of any stock price hurdle will be determined by reference to the price per share of Class A Common Stock that is payable pursuant to definitive documentation concerning such Change in Control as determined in good faith by the HCCC (the "Per-Share Transaction Price"), in lieu of the average closing price and without regard to the thirty (30) consecutive trading day requirement set

forth above, and (ii) if the Per-Share Transaction Price falls between any two stock price hurdles, a pro-rated portion of the PSUs will vest, with such pro-rated portion determined based on linear interpolation of the Per-Share Transaction Price between each of the two applicable stock price hurdles.

Mr. Coop is eligible for reimbursement of certain expenses and will be entitled to participate in the Company's benefit plans that are generally available to the Company's executive employees.

If the Company terminates Mr. Coop's employment without cause or Mr. Coop terminates his employment for good reason (each as defined in the Employment Agreement), then, subject to execution of a separation agreement and release of claims, the Company must provide Mr. Coop with (a) continuation of regular payments of base salary for a period of twelve (12) months; (b) payment of any unpaid amount of the annual bonus for the immediately preceding calendar year that Mr. Coop would have earned in accordance with the Bonus Plan had the termination not occurred, plus an amount equal to the target annual bonus to be earned by Mr. Coop during the year in which the termination occurs, payable in a lump sum; (c) acceleration of the vesting of all forms of time-based equity awarded to Mr. Coop by the Company at any time (the "Equity"), that would otherwise have vested during the twelve-month period following the termination date, provided that the Initial RSU Grant will vest in full; (d) vesting of any portion of the PSU Grant for which a stock price hurdle had been achieved as of a Hurdle Measurement Date prior to the date of termination, but for which the PSU Vesting Date had not yet occurred; and (e) payment for twelve months of COBRA coverage, if applicable.

If during a Change in Control Period (as defined in the Employment Agreement), Mr. Coop's employment is terminated without cause, or Mr. Coop terminates his employment with good reason, then, subject to execution of a separation agreement and release of claims, the Company must provide Mr. Coop with (i) continuation of regular payments of base salary for a period of eighteen (18) months from the date of termination of employment; (ii) payment of any unpaid amount of the annual bonus for the immediately preceding calendar year that Mr. Coop would have earned in accordance with the Bonus Plan had the termination not occurred, plus an amount equal to 1.5 times the target annual bonus to be earned by Mr. Coop during the year in which the termination occurs, payable in a lump sum; (iii) acceleration of the vesting in full of all outstanding Equity; (iv) for any outstanding performance-based equity awards (other than the PSU Grant), any applicable performance conditions will be deemed achieved (A) for any completed performance period, based on actual performance, or (B) for any partial or future performance period, at the greater of the target level or actual performance, in each case as determined by the HCCC; and (v) payment for eighteen months of COBRA coverage, if applicable. Mr. Coop will also enter 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.

The foregoing summaries are not complete descriptions and are qualified in their entirety by the reference to the full text and terms of the Employment Agreement and form of the PSU Award Agreement governing the PSU Grant, respectively, which are filed as Exhibits 10.1 and 10.2 to this Current Report on Form 8-K, respectively, and are incorporated by reference herein.

Item 5.07 Submission of Matters to a Vote of Security Holders.

On May 22, 2024, the Company held its 2024 Annual Meeting of Stockholders (the "Annual Meeting"). At the close of business on March 25, 2024, the record date for determination of stockholders entitled to vote at the Annual Meeting, there were 117,789,185 shares of Class A Common Stock and 39,238,832 shares of Class B Common Stock of the Company issued and outstanding. At the Annual Meeting, the stockholders of the Company (i) elected each of the Company's nominees for Class III directors to serve a three-year term expiring at the annual meeting in 2027, and until their successors have been duly elected and qualified; (ii) ratified the selection of Deloitte & Touche LLP as the Company's independent auditor for fiscal year 2024; and (iii) approved, on a non-binding, advisory basis, the compensation of the Company's named executive officers. A more complete description of each proposal is set forth in the Company's definitive proxy statement filed with the Securities and Exchange Commission on April 9, 2024 (the "Proxy Statement"). The final results are set forth below.

Proposal 1 – Election of Directors

The stockholders elected each of the three nominees named below as Class III directors to serve until the 2027 annual meeting of stockholders and until their successors are duly elected and qualified. The results of such vote were:

Director Nominee	For	Withheld	Broker Non-Votes
Jeff Haywood	141,873,111	3,175,200	6,518,949
Scott Stephenson	143,861,538	1,186,773	6,518,949
Kathleen A. Winters	141,336,051	3,712,260	6,518,949

Proposal 2 – Ratification of Selection of Independent Public Registered Accounting Firm

The stockholders ratified the appointment of Deloitte & Touche LLP as the Company's independent registered public accounting firm for the year ending December 31, 2024. The results of such vote were:

For	Against	Abstain
147,413,457	4,139,966	13,837

Proposal 3 – Advisory Vote on Executive Compensation

The stockholders approved, on an advisory basis, the compensation of the Company's named executive officers as disclosed in the Proxy Statement. The results of such vote were:

For	Against	Abstain	Broker Non-Votes
141,376,763	3,663,202	8,346	6,518,949

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

10.1	Employment Agreement, dated as of May 20, 2024, by and among Definitive Healthcare, LLC, Definitive Healthcare Corp., and Kevin Coop.
10.2	Form of Executive Value Creation PSU Award Agreement under the Definitive Healthcare Corp. 2023 Inducement Plan.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

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

DEFINITIVE HEALTHCARE CORP.

Date: May 24, 2024

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

Exhibit 10.1

EMPLOYMENT AGREEMENT

This Agreement (the "**Agreement**"), dated as of May 20, 2024, is made and entered into by and between, on the one hand, Definitive Healthcare, LLC, a Massachusetts limited liability company (the "**Company**") and its parent company, Definitive Healthcare Corp., a Delaware corporation ("**Parent**", and together with the Company, the "**Company Group**"), and, on the other hand, Kevin Coop (the "**Executive**").

Introduction

The Company Group 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 Group on such terms and conditions. The Executive will be a senior executive of the Company and Parent, with significant access to information concerning the Company Group and its business. The disclosure or misuse of such information or the engaging in competitive activities would cause substantial harm to the Company Group.

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

1. Term. 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 or Parent with notice of the Non-Competition Covenant (the **"Non-Competition Covenant Effective Date"**). The Company Group shall employ the Executive hereunder from the Start Date until the Executive's employment with the Company Group 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 June 24, 2024 ("**Start Date**").

2. Duties; Place of Employment. The Executive will serve as the Chief Executive Officer of the Company and Parent, be the most senior executive of the Company and Parent, and shall have such authority, duties and responsibilities assigned to Executive by Parent's Board of Directors (the "**Board**") reasonably consistent with his position. The Executive shall also serve as a member of the Board and may be appointed as a director and/or officer of affiliates of the Company Group, in each case for no additional compensation beyond that set forth herein, and with all such positions automatically terminating as of the termination of the Executive's employment as Chief Executive Officer of the Company and Parent under this Agreement. The Executive will report directly to the Board. The Executive's principal place of employment will be Framingham, Massachusetts; provided that the Executive may be required under business circumstances to travel outside of such location in connection with performing Executive's duties under this Agreement, and provided further, that, subject to Board approval (not to be unreasonably withheld), Executive may elect to work at another Company Group location the Executive determines in his reasonable discretion to be consistent with the business needs of the Company Group.

3. Full Time; Best Efforts. The Executive shall use the Executive's best efforts to promote the interests of the Company Group 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 managing the Executive's personal and familial investments, or engaging in civic, charitable, and/or volunteer activities (including, without limitation, non-profit boards) and, in the future, other boards or activities with the prior approval of the Board (not to be unreasonably withheld) provided that such activities do not materially interfere with the Executive's proper performance of his duties and responsibilities on behalf of the Company Group and that such activities are undertaken in compliance with the code of conduct, insider trading policy, and any other similar policies of the Company Group.

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 $500,000 annually (the "**Base Salary**"), payable in accordance with the Company's standard payroll practices. The Compensation Committee ("**Compensation Committee**") of the Board shall determine, on an annual basis and in its sole good faith discretion, whether to increase the Executive's Base Salary. The Base Salary may not be decreased from the Base Salary in effect on the Start Date without the Executive's consent other than as part of an across-the-board salary reduction that applies in the same manner to all senior executives.

(b) Bonus. The Executive shall be eligible to receive an annual cash bonus ("**Annual Bonus**") pursuant to the terms and conditions of the Definitive Healthcare Corp. Cash Incentive Plan and the applicable annexes thereto (the "**Bonus Plan**"). Initially, the Executive will be eligible for an Annual Bonus with a "target" opportunity set at 100% of Executive's Base Salary; provided that, for calendar year 2024, the Executive shall be eligible to receive an Annual Bonus calculated as the Annual Bonus that would have been paid for the entire calendar year based on actual performance pursuant to the Bonus Plan, multiplied by a fraction, the numerator of which is equal to the number of days the Executive worked in calendar year 2024, and the denominator of which is equal to the total number of days in such year. For future years, the Executive will be eligible for an Annual Bonus determined in the sole discretion of the Compensation Committee (and with performance targets thereunder determined by the Compensation Committee in its sole discretion in consultation with the Executive); provided that for future years the target Annual Bonus opportunity shall be at set at an amount no less than 100% of the Base Salary for the Annual Bonus period. Executive must be actively employed by the Company Group through and including the date on which the Annual Bonus, if any, is paid to be eligible to receive and to earn it. All earned Annual Bonus amounts unpaid as of the end of a calendar year shall be paid, solely in cash, no later than March 15 of the following calendar year. Consistent with the Bonus Plan, the Executive's Annual Bonus may exceed the "target" should the Compensation Committee determine that performance exceeded the applicable target performance.

(c) Equity Incentives.

1. Upon the Start Date, as a material inducement to enter into and undertake employment pursuant to this Agreement and subject to the approval of the Compensation Committee or the independent members of the Board, the Executive will receive a grant of time-vesting restricted stock units ("**RSUs**") with respect to Parent Class A common stock ("**Parent Common Stock**") (the "**Initial RSU Grant**"). The Initial RSU Grant will be made pursuant to the Definitive Healthcare Corp. 2023 Inducement Plan (the "**Inducement Plan**") under the "inducement grant exception" provided in Nasdaq Listing Rule 5635(c)(4) and Nasdaq IM-5635-1. The Initial RSU Grant will have a target value at grant of $7,500,000, 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 thirty (30) trading days immediately preceding (and not including) the date of the first press release publicly announcing the Executive's employment with the Company, rounded up to the nearest whole share. The RSUs subject to the Initial RSU Grant will vest, subject to the below, as follows, subject to the Executive's continued Service (as defined in the Inducement Plan) through each applicable vesting date: 25% of the RSUs will vest on July 1, 2025 (the "**First Vest Date**"), followed by vesting in substantially equal installments of 6.25% at the end of each three-month period following the First Vest Date until fully vested, over the subsequent three (3) years. Notwithstanding anything in this Agreement to the contrary (other than Section 11 hereof), the Initial RSU Grant shall be governed in all respects by the terms and conditions set forth in the Inducement Plan and the applicable award agreement thereunder.

2. Upon the Start Date, as a material inducement to enter into and undertake employment pursuant to this Agreement and subject to the approval of the Compensation Committee or the independent members of the Board, the Executive will also receive a grant of performance vesting RSUs ("**Value Creation PSUs**") with respect to Parent Common Stock (the "**Value Creation PSU Grant**"). The Value Creation PSU Grant will be made pursuant to the Inducement Plan under the "inducement grant exception" provided in Nasdaq Listing Rule 5635(c)(4) and Nasdaq IM-5635-1. Each tranche of Value Creation PSUs will be earned to the extent that the Average Closing Price (as defined below) timely satisfies the stock price hurdle set forth in the following table (each, a "**Stock Price Hurdle**"):

Stock Price Hurdle	Value of Value Creation PSUs	Number of Value Creation PSUs	"Performance Period"
$10.00	$2,000,000	200,000	2 years from date of grant
$15.00	$4,000,000	266,667	4 years from date of grant
$20.00	$6,000,000	300,000	
$27.00	$10,000,000	370,371	

The average closing price of a share of Parent Common Stock (the "**Average Closing Price**") will be measured at the end of each month beginning with the first full month following the date of grant of the Value Creation PSU Grant (each, a "**Hurdle Measurement Date**"). An applicable Stock Price Hurdle will be achieved if, at any time during

the applicable Performance Period noted above, the Average Closing Price during a period of thirty (30) consecutive trading days equals or exceeds the applicable Stock Price Hurdle. The number of Value Creation PSUs set forth above with respect to a Stock Price Hurdle will vest on the date on which the Compensation Committee certifies that the Stock Price Hurdle was achieved (the "**PSU Vesting Date**"), subject to the Executive's continued Service through the PSU Vesting Date; provided, that such certification by the Compensation Committee will occur no later than the earlier of (i) ninety (90) days following the applicable Hurdle Measurement Date as of which a Stock Price Hurdle has been achieved or (ii) March 15 of the calendar year following the year in which the applicable Hurdle Measurement Date occurs. The number of Value Creation PSUs subject to each Stock Price Hurdle set forth above is determined by dividing the dollar value set forth under "Value of Value Creation PSUs" by the dollar value set forth under "Stock Price Hurdle." The shares underlying such Value Creation PSUs will be delivered as soon as reasonably practicable following the PSU Vesting Date, and in all events by the earlier of (i) thirty (30) calendar days following the PSU Vesting Date and (ii) March 15 of the calendar year following the year in which the applicable Hurdle Measurement Date occurs.

In the event of a Change in Control (as defined in the Inducement Plan) that occurs prior to the last day of the applicable Performance Period and subject to the Executive's continued Service through the consummation of such Change in Control, (i) satisfaction of any Stock Price Hurdle will be determined by reference to the price per share of Parent Common Stock that is payable pursuant to definitive documentation concerning such Change in Control as determined in good faith by the Compensation Committee (the "**Per-Share Transaction Price**"), in lieu of the Average Closing Price and without regard to the thirty (30) consecutive trading day requirement set forth above, and (ii) if the Per-Share Transaction Price falls between any two Stock Price Hurdles, the number of the Value Creation PSUs that will vest shall be determined based on linear interpolation of the Per-Share Transaction Price between each of the two applicable Stock Price Hurdles.

Notwithstanding anything in this Agreement to the contrary, the Value Creation PSU Grant shall be governed in all respects by the terms and conditions set forth in the Inducement Plan and the applicable award agreement, which will be consistent with the foregoing.

3. The Executive shall be awarded an annual equity award in the regular grant cycle in 2025 pursuant to the Definitive Healthcare Corp. 2021 Equity Incentive Plan or any successor plan thereto (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 consistent with prevailing Company practice (the "**2025 Annual Grant**"). The vesting conditions and other terms and conditions applicable to, and the form of, the 2025 Annual Grant shall be determined by the Board and/or the Compensation Committee in its sole discretion and shall have an aggregate grant value (calculated in accordance with Parent's then-standard method of converting intended grant value into a number of shares) of at least $5,500,000.

4. After 2025, the Executive shall be eligible to receive annual awards under the Equity Plan. It is anticipated that any such awards shall have an aggregate grant value (calculated in accordance with Parent's then-standard method of converting intended grant value into a number of shares) of at least $5,500,000 per year; provided, that the actual value of any such

award shall be determined by the Board and/or the Compensation Committee in its sole discretion and may be lower or higher than such value, and any such award shall be in the form(s) and subject to vesting and other terms and conditions, in each case, as determined by the Board and/or the Compensation Committee from time to time in its sole discretion.

(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 in each case on a basis no less favorable than made available to other similarly situated executives. The Company may modify or terminate such benefit programs at any time in its sole discretion.

(e) Paid Time Off. The Executive shall be eligible for paid time off ("**PTO**"), in addition to paid Company holidays, in accordance with the Company's policy as in effect from time to time applicable to similarly situated executives. While policies are subject to change in the Company's discretion, as of the date of this Agreement, U.S.-based employees do not accrue PTO, and the Company currently provides unlimited PTO to its U.S.-based employees.

(f) Reimbursement of Documented Business Expenses. The Executive will be entitled to reimbursement of all reasonable expenses incurred in the ordinary course of business on behalf of the Company Group, subject to the presentation of appropriate documentation and approved by, or in accordance with the Company Group's policies as approved by the Board. If any reimbursement provided by the Company Group pursuant to this Agreement would constitute deferred compensation for purposes of Section 409A of the Internal Revenue Code of 1986, as amended (together with the regulations and guidance thereunder, "**Section 409A**"), such reimbursement shall be subject to the following rules: (i) the amounts to be reimbursed shall be determined pursuant to the terms of the applicable benefit plan, policy or agreement; (ii) the amounts eligible for reimbursement during any calendar year may not affect the expenses eligible for reimbursement in any other calendar year; (iii) any reimbursement of an eligible expense shall be made on or before the last day of the calendar year following the calendar year in which the expense was incurred; and (iv) the Executive's right to reimbursement is not subject to liquidation or exchange for cash or another benefit.

(g) Relocation Assistance. In addition, in association with the Executive's relocation to the Boston area, the Company agrees to reimburse the documented reasonable out-of-pocket relocation and temporary lodging expenses the Executive incurs of up to $75,000, inclusive of any gross ups for taxes (the "**Relocation Amount**"). The Relocation Amount shall be paid to the Executive within three months following the Start Date, provided that Executive has relocated to the Boston area and provided documentation of incurred relocation expenses by such date, or such later date approved by the Board (such approval not to be unreasonably withheld), but in any event no later than March 15 of the calendar year following the calendar year in which the expense is incurred. To the extent required by law, the Relocation Amount shall be included in Executive's gross income as wages and will be subject to withholding for all applicable taxes, such that the net Relocation Amount received by the Executive may be less than the Executive's incurred relocation expense.

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

(i) Indemnification and D&O Insurance. Parent shall indemnify the Executive to the maximum extent permitted by law and the Company Group's organizational documents, pursuant an Indemnification Agreement, a copy of which is made available separately. The Company and/or Parent 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 and Parent.

(j) Legal Fees Incurred in Negotiating the Agreement. The Company or Parent shall, upon presentation of an invoice to the Company, pay Morgan, Lewis & Bockius LLP directly up to a maximum of $20,000 for legal fees incurred in connection with negotiation of this Agreement, provided that, any such payment shall be made on or before March 15 of the calendar year immediately following the Start Date.

5. Confidentiality; Intellectual Property.

(a) The Executive agrees that during the Executive's employment or other business relationship with the Company Group, whether or not under this Agreement, and at all times thereafter, 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 Group, and except to the extent required by law (but only after the Executive has provided Parent 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 Group 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 Group and including any information of others that the Company Group 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 agrees that during the Executive's employment or other business relationship with the Company Group, whether or not under this Agreement, and at all times thereafter, 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 Group.

(c) Upon termination of employment, or earlier if requested by the Company or Parent, the Executive shall immediately deliver to the Company Group all materials (including all soft and hard copies) in the Executive's possession or control which contain or relate to Confidential Information and all other Company Group property, other than Executive's personal

copies of any records reflecting Executive's employee benefits, rights to indemnification and/or D&O insurance, or equity.

(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, conceived, or developed by the Executive in connection with Executive's employment with the Company Group, 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 Group, 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 Group is engaged or any actual or demonstrably anticipated research or development of the Company Group, shall be and hereby are the exclusive property of the relevant member of the Company Group 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 relevant member of the Company Group.

(e) The Executive shall promptly disclose any Developments to the Company Group. If any Development is not the property of the Company Group by operation of law, this Agreement or otherwise, the Executive will, and hereby does, assign to the relevant member of the Company Group all right, title and interest in such Development, without further consideration, and will assist the Company Group and its nominees in every way, at the Company Group's expense, to secure, maintain and defend the Company Group'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 relevant member of the Company Group desires to file and relates to any Development. The Executive hereby irrevocably designates and appoints the Company Group 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) Executive agrees that the Company Group shall not be required to designate Executive as the inventor or author of any Development. Executive hereby irrevocably and unconditionally waives and releases, to the extent permitted by applicable law, all of Executive's rights to such designation and any rights concerning future modifications to any Development. To the extent permitted by applicable law, Executive hereby waives all claims to moral rights in and to any Development.

(g) Executive will not, in the course of employment with the Company Group, incorporate into or in any way use in creating any Development any pre-existing invention, improvement, development, concept, discovery, works, or other proprietary right or information

owned by Executive or in which Executive has an interest without Parent's prior written permission. Executive hereby grants the relevant member of the Company Group a nonexclusive, royalty-free, fully paid, perpetual, irrevocable, sublicensable, worldwide license to make, have made, modify, use, sell, copy, and distribute, and to use or exploit in any way and in any medium, whether or not now known or existing, such item as part of or in connection with such Development. Executive will not incorporate any invention, improvement, development, concept, discovery, intellectual property, or other proprietary information owned by any party other than Executive into any Development without Parent's prior written permission.

(h) 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 Group. This Agreement does not limit Executive's right to receive an award from a whistleblower award program administered by any Government Agencies for providing information to any Government Agencies.

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

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

(a) the Executive will not, directly or indirectly, individually or as a consultant to, or an executive, officer, director, manager, stockholder, partner, member or other owner or participant in any business entice away from the Company Group, induce or encourage to reduce the amount of business conducted with the Company Group by or otherwise materially interfere with the business relationship of the Company Group 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 Group; 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 Group with any person or entity who is or was within the one-year period immediately prior thereto, employed by the Company Group.

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 Group, or which the Company Group 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 Group 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 or from being a passive investor in an externally managed investment fund or vehicle whose principal investment strategy is not directed toward investing in entities that in engage in or operate any line of business conducted by the Company Group, or which the Company Group have active plans to conduct, so long as the Executive has no active participation in the business of such corporation, fund or vehicle and, in each case, in which the Executive, directly or indirectly, does not have the ability to, and does not seek to exercise any, control or exercise any managerial or investment influence). 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 Group without Cause. The Executive acknowledges and agrees that the compensation, including the initial equity awards described in Section 4(c) above, provided to the Executive by the Company Group 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 Group, or has breached any fiduciary duties owed to the Company Group, 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 Group, 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 Group for which there might be no adequate remedy at law, and that, in the event of such a breach or threat thereof, the Company Group 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 Group, 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 terms "Company" or "Company Group" shall include the Company and Parent and each of their respective subsidiaries, whether now existing or hereinafter created, and their respective successors and assigns.

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

11.Termination.

(a) General. The Executive's employment with the Company Group may be terminated at any time (i) by the Company or Parent with or without Cause, (ii) by the Executive for any or no reason, or (iii) by the Company or Parent or the Executive in the event of the Executive's Disability, and shall terminate in the event of the Executive's death.

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

"**Cause**" shall mean, with respect to the Executive, (i) commission of, or pleading guilty or no contest to, a felony, or any crime involving moral turpitude (other than minor traffic violations); (ii) any unlawful act which is materially injurious or materially detrimental to the reputation or financial interests of any of the Company Group or its affiliates; (iii) theft of property of any of the Company Group or its affiliates or willful falsification of documents of any of the Company Group or its affiliates or willful dishonesty in their preparation; (iv) material breach of any material provision of any agreement with any of the Company Group or its affiliates, or any breach of 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 any of the Company Group or its affiliates; or (v) refusal to perform, or repeated failure to undertake good faith efforts to perform, the duties or responsibilities reasonably assigned to Executive by the Board, which duties or responsibilities are consistent with the scope and nature of Executive's position. To the extent any purported grounds set forth in this definition of Cause can be cured (including, without limitation, those set forth in clauses (iv) or (v)), Parent shall provide written notice to the Executive identifying such grounds and Executive shall have thirty (30) calendar days to cure such grounds. "Willful" for these purposes shall mean the Executive's act or omission in bad faith or without the reasonable belief that such act or omission was in the best interests of the Company. Failure to attain performance goals or financial objectives shall not in and of itself constitute Cause.

"**Change in Control**" shall mean have the meaning ascribed to it in the Equity Plan.

"**Change in 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 in Control.

"**Good Reason**" means, without the Executive's written consent, (a) a material diminution (of 10% or more in the aggregate) of the Executive's highest (I) annual rate of Base Salary or (II) 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 Group of any material written agreement between the Executive and the Company Group; (c) a relocation by the Company of

the Executive's principal place of employment that extends the Executive's commute by more than thirty five (35) miles; or (d) a material diminution of the duties, titles, authority, roles, or responsibilities of the Executive (including any change in reporting that results in the Executive not reporting directly to the Board), provided that no condition set forth in the preceding (a), (b), (c) or (d) will be deemed Good Reason unless the Company Group fails to cure the condition(s) giving rise to Good Reason within 30 days from the date on which the Executive notifies the Chairman of the Board, in writing, of such condition(s) (the "**Cure Period**") (which notice will be provided by the Executive within sixty (60) days following the initial existence of such condition), 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 or Parent (as applicable) as reasonably determined by a competent independent 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 prior to any reduction constituting Good Reason) 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; (ii) a lump sum payment equal to (A) any unpaid amount of the Annual Bonus for the immediately preceding calendar year that the Executive would have earned in accordance with the Bonus Plan had the employment termination not occurred ("**Prior Year's Bonus**"), plus (B) an amount equal to the target Annual Bonus for the calendar year in which the date of termination occurs prior to any reduction constituting Good Reason, payable within thirty (30) days following the date on which the Release (defined below) becomes effective and irrevocable and subject to 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, in each case, that vest based solely on the passage of time, awarded to the Executive by the Company Group at any time (the "**Equity**") and that would otherwise have vested during the twelve (12) month period following the termination date had the Executive's employment not terminated (provided, that notwithstanding the foregoing, the Initial RSU Grant shall vest in full); (iv) vesting of any portion of the Value Creation PSU Grant for which a Stock Price Hurdle had been achieved as of a Hurdle Measurement Date prior to the date of termination, but for which the PSU Vesting Date had not yet occurred; and (v) should Executive timely elect and be eligible to continue receiving group medical insurance pursuant to the Consolidated Omnibus Budget Reconciliation Act, payment the entire amount of the premiums for such coverage for a period of twelve (12) months following the date of termination, or if earlier, until the date the Executive is no longer eligible to receive COBRA continuation coverage or the date on which the Executive becomes eligible to receive substantially similar coverage from another employer. For the purposes of clarity, as defined above, "Equity" shall not include any equity or equity-based awards that vest based on performance ("**Performance-Based Awards**") and the acceleration described in (iii) above shall not apply to any such Performance-Based Awards.

(c) Effects of Termination. If the Executive's employment is terminated, the Company Group 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, cash

or equity compensation, and expense reimbursement that had accrued or vested but had not been paid prior to the date of termination, (ii) if the Executive's employment with the Company Group is terminated by the Company or Parent without Cause (other than as a result of death or Disability of the Executive) or by the Executive for Good Reason, payments of Severance shall be due, subject to the conditions and limitations set forth in Section 11(e) below.

The Severance available to the Executive under this Section 11 are the sole and exclusive severance, termination and post-termination payments and benefits to which the Executive may be entitled upon termination of the Executive's employment (including equity compensation benefits). Notwithstanding the terms of any other plan or agreement (including any plan or agreement related to equity compensation), the Executive shall not be entitled to receive any other severance-related or termination-related payments or benefits (including equity compensation benefits) under any other plan or agreement which may from time to time be made available to other executives of the Company Group or any affiliate.

(d) Termination by the Company without Cause or by the Executive for Good Reason in the Change in Control Period. Notwithstanding anything to the contrary in this Section 11, if, during a Change in Control Period, the Executive is terminated by the Company Group without Cause (other than as a result of death or Disability of the Executive) 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, subject to the conditions and limitations set forth in Section 11(e) below, 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 prior to any reduction constituting Good Reason) to the Executive for a period of eighteen (18) months from the date of the Qualifying CIC Termination, payable in accordance with the Company's regular payroll schedule, provided that, if such Qualifying CIC Termination occurs following a Change in Control that complies with Section 409A, in lieu of the foregoing continuation of Base Salary, the Executive shall receive a lump sum payment equal to eighteen (18) months of the Base Salary (at the rate in effect on the date of termination prior to any reduction constituting Good Reason), and in either case subject to withholding for all applicable taxes; (ii) a lump sum payment equal to (A) any unpaid amount of the Annual Bonus for the immediately preceding calendar year that the Executive would have earned in accordance with the Bonus Plan had the Qualifying CIC Termination not occurred, plus (B) an amount equal to 1.5 times the target Annual Bonus for the calendar year in which the date of the Qualifying CIC Termination occurs, payable within thirty (30) days following the date on which the Release (defined below) becomes effective and irrevocable and subject to withholding for all applicable taxes; (iii) acceleration of the vesting in full of all outstanding Equity; (iv) for any outstanding Performance-Based Awards (other than the Value Creation PSU Grant), any applicable performance conditions will be deemed achieved (A) for any completed performance period, based on actual performance, or (B) for any partial or future performance period, at the greater of the target level or actual performance, in each case as determined by the Compensation Committee, and (v) should Executive timely elect and be eligible to continue receiving group medical insurance pursuant to the Consolidated Omnibus Budget Reconciliation Act, payment of the entire amount of the premiums for such coverage for a period of eighteen (18) months following the date of termination, or if earlier, until the date the Executive is no longer eligible to receive COBRA continuation coverage or the date on which the Executive becomes eligible to

receive substantially similar coverage from another employer. For the purposes of clarify, the acceleration of vesting described in (iii) shall not apply to any Performance-Based Awards.

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

(i) Release of Claims. The Company Group's obligation to pay Severance shall be contingent upon the Executive signing a separation agreement in form and substance reasonably acceptable to Parent and Executive, to include, among other provisions, non-competition, non-solicitation (in each case, not to exceed twelve (12) months following the termination date), non-disclosure, and mutual non-disparagement provisions (but no other restrictive covenants, including cooperation, beyond the scope and length provided for above), and a general release of claims in the favor of the Company Group (the "**Release**"), with customary carveouts for rights (including, without limitation, equity rights) that survive termination (e.g., indemnity, D&O coverage, contribution, exculpation, vested employee benefits), and such Release becoming effective and irrevocable in accordance with its terms within sixty (60) days following Executive's employment termination date (such period, the "**Release Execution Period**").

(ii) Clawback and Recovery. All compensation provided to the Executive will be subject to recoupment in accordance with the Company Group's clawback policies as maintained or adopted from time to time for similarly situated executives, to the extent provided therein.

(iii) Consequences of Breach. If the Executive breaches the Executive's obligations under Sections 5, 6 or 7 of this Agreement during the period any of the Company Group 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 Group including, without limitation, the right to seek specific performance or an injunction. To the extent any breach set forth in this paragraph can be cured, Parent shall provide written notice to the Executive identifying the breach and Executive shall have thirty (30) calendar days to cure the breach.

(iv) Affordable Care Act. If making payments of COBRA premiums under this Section 11 would violate the nondiscrimination rules applicable to non-grandfathered plans under the Affordable Care Act (the "**ACA**"), or result in the imposition of penalties under the ACA and the related regulations and guidance promulgated thereunder, the parties agree to reform this Section 11 in an economically equivalent manner as is necessary to comply with the ACA.

(v) Payment Timing. 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 11 that is not made during the period following the termination of the Executive's employment because the Executive has not executed the Release shall be paid to the Executive in a single lump sum on the first payroll date following the date the Release becomes effective and irrevocable; *provided*, that the Executive executes and does not revoke the Release

in accordance with the requirements hereof; and *provided further*, that if the Release Execution Period begins in one taxable year and ends in another taxable year, any payment under this Section 11 shall not be made until the beginning of the second taxable year to the extent required to comply with Section 409A.

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

13.Section 409A. This Agreement is intended to comply with the requirements of Section 409A and the regulations thereunder. To the extent that any provision in this Agreement is ambiguous as to its compliance with Section 409A of the Code, the provision shall be interpreted in a manner so that no payment due to Executive shall be subject to an "additional tax" within the meaning of Section 409A(a)(1)(B) of the Code. To the extent that any provision in the Agreement is ambiguous as to its compliance with Section 409A of the Code, or to the extent any provision in the Agreement must be modified to comply with Section 409A of the Code, such provision shall be read, or shall be modified (with the mutual consent of the parties), as the case may be, in such a manner so that no payment due to Executive shall be subject to an "additional tax" within the meaning of Section 409A(a)(1)(B) of the Code. A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits upon or following a termination of employment that are considered "nonqualified deferred compensation" under Section 409A unless such termination is also a "separation from service" within the meaning of Section 409A and, for purposes of any such provision of this Agreement, references to a "termination," "termination date," or like terms shall mean "separation from service."

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

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

month following Executive's separation from service, and the remaining installment payments shall begin on such date in accordance with the schedule provided in this Agreement.

14.Limitation on Payments. In the event that the severance and other benefits provided for in this Agreement or otherwise payable to Executive (i) constitute "parachute payments" within the meaning of Section 280G of the Code and (ii) but for this Section 14, would be subject to the excise tax imposed by Section 4999 of the Code, then Executive's severance and other benefits will be either: (a) delivered in full, or (b) delivered as to such lesser extent which would result in no portion of such severance and other benefits being subject to the excise tax under Section 4999 of the Code, whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the excise tax imposed by Section 4999, results in the receipt by Executive on an after-tax basis, of the greatest amount of severance and other benefits, notwithstanding that all or some portion of such severance and other benefits may be taxable under Section 4999 of the Code. If a reduction in the severance and other benefits constituting "parachute payments" is necessary so that no portion of such severance benefits is subject to the excise tax under Section 4999 of the Code, the reduction shall occur in the following order: (1) reduction of the cash Severance payments, in the reverse 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 Group submits any payment or benefit payable to Executive under this Agreement or otherwise to its stockholders for approval in accordance with Treasury Regulation Section 1.280G-1 Q&A 7 (if applicable), 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 Parent and Executive otherwise agree in writing, any determination required under this Section 14 will be made in writing by an independent nationally recognized accounting or Section 280G consulting firm (the "**Firm**"), whose determination will be conclusive and binding upon Executive and the Company Group for all purposes. The parties, including the Firm, will reasonably cooperate with the Executive and his counsel in connection with this Section 14. 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 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 email if sent during normal business hours of the recipient; (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 email address or addresses 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, with a copy (which shall not constitute notice) via email to austin.lilling@morganlewis.com.

(b) If to any of the Company Group, to:

Definitive Healthcare Corp.
492 Old Connecticut Path, Suite 401
Framingham, MA 01701
Attn: Chief Legal Officer
Email: *******@definitivehc.com

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 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 renumeration received from any subsequent employer. No amounts payable hereunder shall not be subject to any setoff or recoupment.

21.Amendments and Waivers. This Agreement may be amended or modified only by a written instrument signed by the Company and Parent (at the direction of the Board), on the one hand, and the Executive, on the other hand. 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 of the business, except that the rights and obligations of the Executive hereunder are personal and may not be assigned without Parent's prior written consent. Any assignment of this Agreement by any of the Company Group shall not in and of itself 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 and Parent that the Executive is not a party to or bound by any confidentiality, noncompetition, nonsolicitation, employment, consulting or other agreement or restriction which could conflict with, or be violated by, the performance of the Executive's duties to the Company Group or obligations under this Agreement.

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

27.No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or

interpretation arises under any provision of this Agreement, this Agreement shall be construed as if drafted jointly by the parties thereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authoring any of the provisions of this Agreement.

28.Notification of New Employer. In the event that the Executive is no longer an Executive of the Company Group, the Executive consents to notification by the Company and Parent 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*.]

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/ Jason Krantz
Name: Jason Krantz
Title: Interim CEO

DEFINITIVE HEALTHCARE CORP.

By: /s/ Jason Krantz
Name: Jason Krantz
Title: Executive Chairman, Interim CEO

/s/ Kevin Coop

Executive: Kevin Coop

Exhibit 10.2

Definitive Healthcare Corp.
2023 Inducement Plan

Restricted Stock Unit Award Agreement
(Performance-Based)

This Restricted Stock Unit Award Agreement (this "Agreement") is made by and between Definitive Healthcare Corp., a Delaware corporation (the "Company"), and [_____] (the "Participant"), effective as of [_____], 20[__] (the "Date of Grant").

RECITALS

WHEREAS, the Company has adopted the Definitive Healthcare Corp. 2023 Inducement Plan (the "Plan"), which is incorporated herein by reference and made a part of this Agreement. Capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed to those terms in the Plan; and

WHEREAS, the Committee has authorized and approved the grant of an Award to the Participant that will provide the Participant the opportunity to receive shares of Common Stock upon the settlement of performance-based restricted stock units on the terms and conditions set forth in the Plan and this Agreement ("PSUs") as a material inducement to the Participant entering into employment with the Company in compliance with NASDAQ Listing Rule 5635(c)(4).

NOW THEREFORE, in consideration of the premises and mutual covenants set forth in this Agreement, the parties agree as follows:

1. Grant of Award. The Company hereby grants to the Participant, effective as of the Date of Grant, [_____] PSUs, which are subject to vesting on the terms and conditions set forth in the Plan and this Agreement. This Award is granted in compliance with NASDAQ Listing Rule 5635(c)(4) as a material inducement to the Participant entering into employment with the Company.

2. Vesting and Forfeiture. Subject to the terms and conditions set forth in the Plan and this Agreement, the PSUs shall vest as follows:

(a) Vesting. Up to the number of PSUs set forth above shall vest based on both (x) timely achievement of the Stock Price Hurdles set forth on Schedule I to this Agreement (to the extent the Stock Price Hurdles are achieved, the "Earned PSUs") and (y) the Participant's continued Service as set forth below. The applicable number of Earned PSUs shall vest on the date on which the Committee certifies that the applicable Stock Price Hurdle has been achieved (each date of such certification, a "Performance-Vesting Date"), subject to the Participant's continued Service through each applicable Performance-Vesting Date; provided, that such certification by the Committee will occur no later than the earlier of (i) ninety (90)

days following the applicable Hurdle Measurement Date (as defined on Schedule I hereto) as of which a Stock Price Hurdle has been achieved or (ii) March 15 of the calendar year following the year in which the applicable Hurdle Measurement Date occurs. Any Earned PSUs shall be settled as set forth in Section 3(a) of this Agreement.

(b) Termination of Service; Breach. Except as otherwise set forth in Section 11 of the Participant's employment agreement with the Company or its Affiliate (the "Employment Agreement"), upon termination of the Participant's Service for any reason or no reason, any then unvested PSUs will be forfeited immediately, automatically and without consideration. If the Participant breaches Section 4, Section 5, or any other restrictive covenant with the Company or its Affiliate, any vested or unvested PSUs will be forfeited immediately, automatically and without consideration.

3. Payment

(a) Settlement. As soon as reasonably practicable following the Performance-Vesting Date, and in all events by the earlier of (i) thirty (30) calendar days following each Performance-Vesting Date and (ii) March 15 of the calendar year following the year in which the applicable Hurdle Measurement Date occurs, the Company shall deliver to the Participant a number of shares of Common Stock equal to the number of Earned PSUs that vested pursuant to Section 2(a) on such Performance-Vesting 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 Earned PSUs, 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 Earned PSUs.

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 PSUs 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, (x) 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; (y) the non-competition restriction in Section 5(a) shall not apply if Participant's Service is terminated by the Company without Cause; and (z) Participant knowledges that Participant has been provided notice of the non-competition restriction in Section 5(a) at least ten (10) business days prior to this Section 5(a) becoming effective. For the purposes of this Section 6, "Cause" will have the meaning ascribed to such term in any written agreement between the Participant and the Company defining such term and, in the absence of such agreement, such term means, with respect to a Participant, such Participant's misconduct or failure to meet the Company's performance expectations.

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 Earned PSUs 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 PSUs. If cash dividends or other cash distributions are paid in respect of the shares of Common Stock underlying unvested PSUs, then a dividend equivalent equal to the amount paid in respect of one Share shall accumulate and be paid with respect to each unvested PSU at the time of settlement of any Earned PSUs.

(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 and 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 4.3 of the Plan, the PSUs may be adjusted in accordance with Section 4.3 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) Code Section 409A Compliance. The PSUs are intended to be exempt from, or in the alternative, to comply with, the requirements of Code Section 409A, and this Agreement shall be interpreted accordingly. Notwithstanding any provision of the Plan or this Agreement to the contrary, to the extent that the Committee determines that any portion of the PSUs granted under this Agreement is subject to the requirements of Code Section 409A, the Committee reserves the right to amend, restructure, terminate or replace such portion of the PSUs in order to cause such portion of the PSUs to either not be subject to Code Section 409A or to comply with the applicable provisions of such section. To the extent necessary to cause the PSUs to remain exempt from Code Section 409A, any Earned PSUs will be settled by no later than March 15 of the year following the year in which such Earned PSUs vest.

(n) 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 PSUs subject to all of the terms and conditions of the Plan and this Agreement. The Plan and this Agreement together constitute the entire agreement between the Participant and the Company with respect to the PSUs and supersede all prior negotiations and agreements, whether written or oral, with respect thereto (other than Section 11 of the Employment 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: _____ By: _____

Date:_____ Date: _____

[Signature Page – Restricted Stock Unit (Performance-Based) Award Agreement]

SCHEDULE I

Vesting Conditions and Stock Price Hurdles

A. **Vesting Conditions Generally**. The PSUs shall become Earned PSUs based on the Company's achievement of the Stock Price Hurdles described below and shall vest on the applicable Performance-Vesting Date. Except as set forth in Section 11 of the Employment Agreement, any unvested PSUs shall be forfeited without consideration upon a termination of the Participant's continued Service for any reason prior to a Performance-Vesting Date.

B. **Performance Periods.** The Stock Price Hurdle applicable to a PSU must be achieved, if at all, during the period of time beginning on the Date of Grant and ending on (i) for the First Vesting Tranche set forth below, the second anniversary of the Date of Grant, and (ii) for the Second, Third, and Fourth Vesting Tranches set forth below, the fourth anniversary of the Date of Grant (each, a "Performance Period").

C. **Stock Price Hurdles**.

(i) During the Performance Period, the PSUs shall become Earned PSUs and will be eligible to vest in four vesting tranches (each, a "Vesting Tranche") as set forth in the table below, in each case, based upon satisfaction of the applicable stock price hurdle set forth in the table below (each, a "Stock Price Hurdle").

Vesting Tranche	Number of PSUs	Stock Price Hurdle
First Vesting Tranche	[__]	[__]
Second Vesting Tranche	[__]	[__]
Third Vesting Tranche	[__]	[__]
Fourth Vesting Tranche	[__]	[__]

(ii) The average closing price of a share of the Company's Common Stock (the "Average Closing Price") will be measured at the end of each month beginning with the first full month following the Date of Grant (each, a "Hurdle Measurement Date").

(iii) The Stock Price Hurdle for a particular Vesting Tranche shall be achieved if, at any time during the applicable Performance Period, the Average Closing Price during a period of thirty (30) consecutive trading days equals or exceeds the Stock Price Hurdle set forth opposite such Vesting Tranche in the table above.

(iv) In the event of a Change in Control that occurs prior to the last day of the applicable Performance Period and subject to the Participant's continued Service through the consummation of such Change in Control, (1) satisfaction of any Stock Price Hurdle will be determined by reference to the price per share of Common Stock that is payable pursuant to definitive documentation concerning such Change in Control as determined in good faith by the Committee (the "Per-Share Transaction Price") in lieu of the Average Closing Price and without regard to the thirty (30) consecutive trading day requirement, and (2) if the Per-Share Transaction Price falls between any two Stock Price Hurdles, the number of PSUs that will become Earned PSUs shall be determined based on linear interpolation of the Per-Share Transaction Price between each of the two applicable Stock Price Hurdles.

(v) For the avoidance of doubt, Section 11.3 of the Plan shall not apply to the PSUs.